

**After Recording Mail To:**

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AMENDMENT  
1/24/2022 2:03 PM  
King County, WA**

Kenton Firs Community  
Association  
P.O. Box 5338  
Kent, WA. 98031

DOCUMENT TITLE:	FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS RESTRICTIONS
GRANTOR:	KENTON FIRS COMMUNITY ASSOCIATION
GRANTEE:	KENTON FIRS COMMUNITY ASSOCIATION
ABBREVIATEDLEGAL DESCRIPTION:	
ASSESSOR'SPROPERTY TAX PARCEL NUMBER:	
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	20140205000159, 20151221000246, 20161212000258, 20181221000348

**FOURTH AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS RESTRICTIONS AND  
AGREEMENTS WITH KENTON FIRS COMMUNITY  
ASSOCIATION INC. A PLANNED UNIT DEVELOPMENT**

**RECITALS**

A Declaration of Protective Covenants, entitled Declaration of Protective Covenants Restrictions and Agreements with Kenton Firs Community Association Inc. A Planned Unit Development was recorded on February 5, 2014 under recording number 20140205000159 in King County, Washington, (hereinafter, the "Declaration,"), together with Plat filed with the Recorder of King County, Washington, under Recording Number 7201110512, in Volume 94 of Plats, pages 18 and 19 inclusive, as amended. The Declaration was previously amended by the document recorded on December 21, 2015 under King County Recording Number 20151221000246, the document recorded on December 12, 2016 under King County Recording Number 20161212000258 and the document recorded on December 21, 2018 under King County Recording Number 20181221000348.

Kenton Firs Community Association (the "Association") desires to amend the Declaration. Pursuant to Section Article VI, Section 2 of the Declaration, Owners holding not less than fifty-one percent (51%) of the votes in the Association voted to approve this amendment.

To accomplish the foregoing purpose, the undersigned President and Secretary of the Kenton Firs Community Association do hereby certify that the requirements of the Original Declaration have been complied with and therefore declare and adopt the following Amendment to the Declaration:

**FOURTH AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS RESTRICTIONS AND  
AGREEMENTS WITH KENTON FIRS COMMUNITY  
ASSOCIATION INC. A PLANNED UNIT DEVELOPMENT**

**A. Article V Section 13 is hereby deleted and replaced with the following:**

13. Animals: Rules of the City of Kent with respect to the keeping of animals apply. A maximum of two domestic animals, i.e. dogs, cats or rabbits, shall be allowed on any lot, subject to Section 10 Nuisance hereof. All babies and/or litters of said animal shall be permitted in excess of said number, until weaned or up to 10 to 12 weeks of age, at

which time they must be removed from the property.

- a. No animals may be kept outside of the home in a cage, hutch or other structure other than as temporary shelter during the day.

**B. Article V Section 1 is hereby deleted and replaced with the following:**

1. STRUCTURES AND EQUIPMENT: No structure shall be erected, placed, or altered on any lot until the construction plans, specification, and a plan showing the location of the structure have been approved by the Architectural/Agricultural Control Committee (the "AACC") as to harmony of external design with existing structures and mobile homes, and location with respect to topography and finished grade elevations. After receipt of the application two (2) members of the AACC will visit the property to verify the requested location of the structure is visually within the property lines and reflects all other specifications of the request. If the AACC determines that the proposed work may be an encroachment onto another's property, then a survey will be required, at the owner's expense prior to approval. Variations with regard to the provisions contained herein may be granted by the AACC. Furthermore, the construction of a structure must meet City of Kent zoning and building codes and may require a building permit. Obtaining necessary building permits is the sole responsibility of the homeowner.
  - a. The construction of auxiliary building(s) and structure(s) appurtenant to the mobile home shall be compatible in design and material with that of the mobile home as judged by the ACC. Furthermore, the construction must meet City of Kent zoning and building codes and may require a building permit. Obtaining necessary building permits is the sole responsibility of the homeowner.
  - b. All auxiliary building(s) and appurtenant structure(s) shall be constructed from new materials, except special decorative effects approved by the AACC.
  - c. No cloth, plastic or tarps may be used as part of any permanent structure.
  - d. No sheds or similar structures may be placed or constructed in the front of any property.
  - e. Any exterior construction begun or undertaken without prior application to and approval from the AACC is subject to a fine of \$200.00 after notice and an opportunity to be heard pursuant to RCW 64.38. The Board of Directors may also issue a stop work order and/or require that any unapproved construction or structures be removed from

the property at the owner's sole expense.

- f. All auxiliary building/s and appurtenant structure/s shall have the following set-back requirements: a minimum of 5' (five feet) set-back from other structures on the property; 10' (ten feet) from front and back property lines; and 5'(five feet) from side property lines.

**C. Article V Section 4 d. is hereby deleted and replaced with the following:**

d. No fence shall be erected until the design and specification of said construction shall be approved by the AACC, as hereinafter provided. After receipt of the application, two (2) members of the AACC will visit the property to verify the requested location of the structure is visually within the property lines and reflects all other specifications of the request. If the AACC determines that the proposed work may be an encroachment onto another's property, then a survey will be required, at the owner's expense prior to approval. The construction of any fence must meet City of Kent zoning and building codes and may require a building permit. Obtaining necessary building permits is the sole responsibility of the homeowner.

**D. Article V Section 10 d. is hereby deleted and replaced with the following:**

- d. Loud parties, events or vehicles that cause excessive noise at any time. Loud parties, events or vehicles that cause excessive noise after 10:00 p.m. will be subject to an immediate fine of \$100.00, after notice and opportunity to be heard pursuant to RCW 64.38.

**E. Article V Section 23 is hereby deleted and replaced with the following:**

23. SURVEY OF PROPERTY: Any property being upgraded with another unit or other auxiliary building(s), structure(s) appurtenant to the unit, or the replacement of current buildings or structures (including fences or walls) must have all property survey lines clearly marked and/or a copy of current survey must be provided to Architecture/Agricultural Control Committee for the homeowner's file. After receipt of an application, two (2) members of the AACC will visit the property to verify the requested location of the structure is visually within the property lines and reflects all other specifications of the request.

**F. Article V Section 24a. is hereby deleted and replaced with the following:**

- a) Common areas shall be maintained through the Association budget.

**G. Article VII Section 3 is hereby deleted and replaced with the following:**

3. The make, size, style, condition, and location of each mobile home and all buildings and structures, including walls, fences, and pools, and their location, shall be subject to approval by THE COMMITTEE. Complete plans and specification of all proposed buildings, structures, and exterior alterations, including mobile home location, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to THE COMMITTEE before construction or alteration is started and until written approval thereof is given by THE COMMITTEE. All AACC applications will require a visit to the property. Prior to any application approval or decline two (2) or more members of THE COMMITTEE will visit the property to verify said project is visually within the property lines and reflects all other specifications of the request. If the AACC determines that the proposed work may be an encroachment onto another's property, then a survey will be required, at the owner's expense prior to approval. THE COMMITTEE members will return after completion of the project to verify that the project was completed in the manner presented. In the event THE COMMITTEE fails to approve or disapprove plans submitted to it within thirty (30) days after submission, such plans and specifications shall be deemed to have been approved by THE COMMITTEE unless suit to enjoin construction pursuant to the submitted plans and specifications is commenced within 10 days after copies thereof are delivered to the owners of each adjacent lot within the properties, together with a statement to the effect that the said plans and specifications have been submitted to THE COMMITTEE, that thirty days have expired since the date of said submission, that no action has been taken thereon by THE COMMITTEE and that unless suit is commenced within ten days of this delivery construction will be commenced pursuant to said plans and specifications. No owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed with the approval of THE COMMITTEE or subsequent to notice as herein provided.

**H. Article IX Section 1 d. is hereby deleted and replaced with the following:**

- d. **“Related Party”** means an officer or director of any lot owner which is a corporation, the member of any lot owner which is a limited liability company, the trustee or beneficiary of any lot owner which is a trust, or the partner of any lot owner which is a partnership. In addition, a person who is the settlor and trustee of a living trust that owns a lot shall be deemed to be the lot owner of the lot for all purposes under the COVENANTS.

**AMENDMENTS TO BYLAWS:**

**I. Article V Section 1 a. is hereby deleted and replaced with the following:**

- a) The Board of Directors consists of a President, Vice -President, Secretary, Treasurer, and four (4) Architectural/Agricultural Control Committee (AACC Committee) Members: Chairman, Position 1, Position 2, and an Alternate.

**J. Article V Section 1 b. is hereby deleted and replaced with the following:**

- b) Members of the Board of Directors are elected at the annual meetings as follows: President, Secretary, AAC Committee Position 1 and Alternate shall be elected on even years. Vice-President, Treasurer, AAC Committee Chairman and Position 2 shall be elected on odd years.

**K. Article VIII Section 5 is hereby deleted in its entirety:**

**EXCEPT AS MODIFIED AND AMENDED HEREBY**, the Declaration of Protective Covenants for Kenton Firs shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

IN WITNESS WHEREOF, this Amendment has been adopted and executed.

\_\_\_\_\_  
President of the Association

Date: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the President of the Kenton Firs Community Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington.





*Magdalena Moreno*  
Print Name: Magdalena Moreno  
NOTARY PUBLIC in and for the State of

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