

**DECLARATION OF PROTECTIVE COVENANTS
Restrictions and Agreements With
KENTON FIRS COMMUNITY ASSOCIATION INC.
A PLANNED UNIT DEVELOPMENT**

The members and sole owners of KENTON FIRS COMMUNITY ASSOCIATION, INC., a Washington Non-profit Corporation and sole owner of the Association, a Planned Unit Development (P.U.D.) of mobile home lots subdivided for the individual ownership and legally described as follows:

KENTON FIRS, according to a plat thereof recorded in Volume 94 of plats, pages 18 & 19 of the records of King County, Washington, subject to reservations and easement of record, HEREBY DECLARES AND IMPOSES the following protective covenants, restrictions, conditions, liens, and agreements (hereinafter collectively called “the COVENANT”) upon said real property and each lot and parcel thereof. This COVENANT is imposed pursuant to a general plan for the development and use of the subject property, which property will be conveyed by the owners, their successors, and assigns, subject to this COVENANT. This COVENANT shall run with the real property, shall be binding upon all parties having or acquiring any right, title, or interest in the subject property or any part thereof, and shall inure to the benefit of each owner of any portion of the subject real property.

**ARTICLE I
DEFINITIONS**

The following terms, as used herein, shall have the meanings set forth in this Article:

1. **ASSOCIATION:** KENTON FIRS COMMUNITY ASSOCIATION, INC., its successors and assigns, a Washington non-profit corporation comprised of owners of the subject real property.
2. **KENTON FIRS:** KENTON FIRS is a Planned Unit Development of Mobile home lots (P.U.D.).
3. **PROPERTIES:** The real property within the Planned Unit Development of KENTON FIRS and such additional property as may hereafter be brought within the jurisdiction of the ASSOCIATION. Such additional real property shall be brought within the jurisdiction of the ASSOCIATION only upon amendment of the ARTICLES OF INCORPORATION of the ASSOCIATION by the affirmative vote of a two-thirds majority vote of all the members present at a meeting called for that purpose at which a quorum is present.
4. **COMMON AREA:** All real property owned by the ASSOCIATION and identified on the KENTON FIRS PLAT as “COMMON OPEN SPACE and tracts A, B, C, D, E, F and G.” This COMMON AREA shall be maintained in its natural state except that specific maintenance may be made as specified and approved by the Architectural/Agricultural Control Committee and further approved by a two-thirds majority of the members of the Board of Directors in a regular meeting. Major changes shall further be approved by a vote of the members of the ASSOCIATION as specified in the BYLAW.

5. LOTS: Any plot or parcel of land(s) shown upon any recorded subdivision map of the properties, except COMMON AREAS.
6. MEMBERS: Every person or entity who holds membership in the ASSOCIATION.
7. OWNERS: The record owner, whether one or more persons or entities, of a fee interest (the whole of which is not subject to a contract of sale) or a vendee's interest in a contract of sale to any lot, except persons having an interest merely as security for the payment of a debt or performance of an obligation.
8. RECREATION EASEMENT: A 30 feet buffer easement, around the perimeter of KENTON FIRS PLAT, adjoining each peripheral lot, in the plat, for the purpose of a screen and buffer wherein no fence or structure will be permitted without prior written approval of the Architectural Agricultural Control Committee. Trees and other vegetation existing in the Recreation Easement will not be removed unless such removal has received prior written approval of the Architectural Agricultural Control Committee. A buffer applies to using plants as sight and sound absorbers. No Recreation Easement portion of a homeowner's lot shall be stripped of this screening. If trees are removed, then other shrubs and trees are to be replanted.
9. DRAINAGE EASEMENT: Any easement for the purpose of conveying storm drainage from KENTON FIRS across and through adjoining property.
10. APPURTENANT EASEMENT: Includes both Recreation and Drainage Easements.
11. UTILITIES EASEMENT: Permanent easements to provide access and egress as required to maintain drainage, sewerage and utility facilities installed to serve KENTON FIRS.
12. SET-BACK REQUIREMENTS: The following minimum set-backs shall apply to the location of mobile homes; 10'- 0" (ten feet) front and back property lines, 5'- 0" (five feet) side property lines (EXCEPT that there shall be a thirty foot (30') set-back on property which has a Recreation Easement).
13. COMMON DRIVEWAY EASEMENT: In the event that there is a common driveway for two (2) adjoining lots, each lot shall bear with it the right to cross the front ten (10) feet of the adjoining ten (10) feet of the adjoining lot, vehicles may cross this space for access and egress, and may use this space for turning-around, provided that no parked vehicle shall block the driveway or encroach upon the neighbor's lot. No shrubbery or other obstruction shall be placed in this area.
14. MOVING EASEMENT: Each lot in KENTON FIRS shall be subject to the right of the adjoining lot owner or occupant to access and egress for the purpose of moving mobile homes or other large objects with men and equipment across the adjoining five (5) feet and the front ten (10) feet of the adjoining ten (10) feet of the subject lot, provided that any fence, shrubbery or structure damaged in the process shall be restored by adjoining lot owner or, in the event that

restoration is not possible or practical, damages shall be paid by mutual agreement or as arbitrated by the KENTON FIRS COMMUNITY ASSOCIATION at its next regular meeting.

15. PUBLIC RIGHT OF WAY: All lands within the boundary of Kenton Firs P.U.D. which have been deeded to King County for public road use.

ARTICLE II
KENTON FIRS COMMUNITY ASSOCIATION

1. The ARTICLES OF INCORPORATION of the ASSOCIATION are to be filed with the Secretary of the State of Washington and with the Recorder of King County, Washington. Copies of the ARTICLES of INCORPORATION and the BYLAWS of the ASSOCIATION shall be available for inspection by members at the principal place of business of the ASSOCIATION, when drafted. Amendments to the ARTICLES of INCORPORATION and BYLAWS may be made with the approval of the members in the manner provided by law and the ARTICLES of INCORPORATION and the BYLAWS of the ASSOCIATION.

2. By this reference the ARTICLES of INCORPORATION, when drafted and filed as recited above and the BYLAWS of the ASSOCIATION when drafted, and all duly enacted present and future amendments thereto, will be incorporated herein as if fully set forth, and all persons acquiring any right and interest in any lot shall be bound thereby.

3. Each and every owner of any lot hereby covenants and agrees by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in any such deed or conveyance, to pay the ASSOCIATION such annual and special assessments as shall be fixed, established, and levied by the BOARD OF DIRECTORS of the ASSOCIATION in the manner provided herein. Such charges, dues and assessments, together with interest thereon and all cost of collection including reasonable attorney's fees and cost, shall be a charge against the member(s) and a continuing lien upon the property against which any such charges or assessments are made; provided that such lien shall be subordinate to any first mortgage or deed of trust, whether prior or subsequent in time. Liens will be filed with the King County Recorder by the ASSOCIATION.

4. The Board of Directors shall adopt an annual budget and set the amount of annual or special assessments which will fund the annual budget. Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the owners of a majority of the votes in the Association are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the

required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the Board of Directors.

Annual and special assessments shall be due on the date determined by the Board of Directors. Assessments not received by the due date set by the Board of Directors are subject to penalties and collection action as outlined in the governing documents for the Association.

5. All monies received or collected in payment of charges and assessments shall be used in accordance with the ARTICLES of INCORPORATION and the BYLAWS of the ASSOCIATION and may be used for the following purposes or such other purposes as deemed proper at the discretion of the BOARD OF DIRECTORS of the community ASSOCIATION in such amounts as they deem proper from time to time.

- a) To improve, maintain and operate the common areas, easements, community buildings, playgrounds, or any other facilities, for the use and benefit of owners of lots in said ASSOCIATION or any other property subject to the jurisdiction of the ASSOCIATION.
- b) To provide community awareness protection for KENTON FIRS P.U.D.; to improve and maintain entrances, lights, fences, appurtenant easements, common areas, and ornamental features not existing or to be erected or created; to maintain and care for trees in the common area and to remove trash or any other unsightly or obnoxious thing there from; and to keep the common areas clean and in good order.

6. Upon payment in full of the amount of all such charges and assessments as recited above, together with penalties as aforementioned, the ASSOCIATION shall file for record a proper release of any claim of lien heretofore recorded. Such release so recorded shall fully protect any title company or other persons insuring the title to such lot, and any purchaser or encumbrancer for value relying thereon.

ARTICLE III DEDICATION OF COMMON AREAS AND EASEMENTS

The owners, their successors and assigns, covenant and agree to execute, deliver, and record all deeds, assignments, dedications, or other instruments necessary to convey to the ASSOCIATION easements and fee simple title to the COMMON AREAS, as designated and described in the PLANNED UNIT DEVELOPMENT known as KENTON FIRS.

ARTICLE IV MEMBERSHIP

1. Every owner shall be a member of the ASSOCIATION provided that there shall not be more than one (1) member for each lot. Membership shall be appurtenant to, and may not be separated from, ownership of one or more lots. Every member shall have an equal right and easement of enjoyment in and to the Common Areas, subject to the following provisions:

- a) The right of the ASSOCIATION to reasonably limit the use by members and the number of guests of members.
- b) The right of the ASSOCIATION to charge fees, collect dues, and make assessments or obtain compensation in any other reasonable manner for the use, maintenance, improvement, or construction of any facilities and to give security therefore.
- c) The right of the ASSOCIATION to borrow money for the purpose of maintaining and improving the Common Areas and facilities and to give security therefore.
- d) The right of the ASSOCIATION to suspend all rights and easements, including voting rights, of a member for any period during which any fees, dues, assessments, or any other charges for which the member is obligated to the ASSOCIATION are not paid, or for any reasonable period as a sanction for the infraction of any published rule or regulation of the ASSOCIATION.
- e) The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREAS to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by two-thirds of the members provided that such dedication or transfer shall not be effective unless written notice of the proposed action is sent to every member not less than thirty nor more than sixty days in advance of the date of the meeting at which such action is to be considered by the members.

2. Any member may delegate his right of enjoyment to the common areas and facilities of the ASSOCIATION to the members of his family, his tenants, or his guests residing on his property subject to the right of the ASSOCIATION to limit the number of guests, as set forth herein.

ARTICLE V RESIDENTIAL AREA COVENANTS

The area covered by this COVENANT is the entire area described in the Planned Unit Development of KENTON FIRS.

1. STRUCTURES AND EQUIPMENT: No structure shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural 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. 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 AACC. 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.

2. **MOBILE HOME:** Units for residential living purposes shall contain a minimum of 420 square feet, and shall be ten (10) feet or more in the smallest external dimension. No mobile home shall be placed or relocated on any lot without prior approval of the Architectural/Agricultural Control Committee as to make, size, style, conditions, and location. All mobile homes shall be properly levelled and supported on an approved foundation(s) in accordance with City of Kent requirements.

3. **SEWAGE DISPOSAL:** No building shall be used for any permitted residential use provided for herein unless the premises are provided with adequate, modern plumbing appliances. All bathrooms and toilet conveniences shall be inside the main building and connected by underground pipes with the sewer. No outside privies shall be erected, maintained, or used upon any part of said property.

4. **FENCES:** A fence will be defined as a masonry wall or a barrier composed of posts connected by boards, rails, panels, or wire for the purpose of enclosing space or separating parcels of land. The term "fence" does not include retaining walls. A fence, wall, or hedge must be located according to the City of Kent zoning codes at the time of construction.

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a. No barbed wire or electric fences shall be erected in any lot.

- b. No fence shall be located in any public right of way.
- c. No fence can be over six (6) feet in height from the ground or bottom of the deck substructure to the highest point of the fence.
- d. No fence shall be erected until the design and specifications of said construction shall be approved by the AACC, as hereinafter provided. 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.

5. **MOBILE HOME SKIRTING:** The owner of each mobile home shall provide skirting around the entire exterior with finish to match trim or mobile home within 60 days after erection, assembly or placement upon a lot, and said skirting shall be approved by the Architectural/Agricultural Control Committee and shall be maintained in good condition.

6. **UTILITIES CONNECTIONS:** All meters and hook ups to power, water, gas, sewage, or other utilities shall be suitably screened and approved by the Architectural/Agricultural Control Committee.

7. DRIVEWAYS AND PARKING: Each lot shall be provided with an asphalt or concrete paved driveway within ninety (90) days after placing a mobile home on the lot. The size of the driveway must allow for City of Kent requirements for permeable land on the lot.

- a. Parking on lawns or in yards is not permitted per City of Kent Code.
- b. City Code prohibits parking alongside or adjacent to landscaped islands in a cul-de-sac.
- c. The driveway and parking area must provide adequate parking for all vehicles of owners and/or Tenants including recreational vehicles.
- d. All excess vehicles (cars, trucks, motor homes, camping trailer, boats, etc.) must be stored or parked outside of Kenton Firs.
- e. All streets and cul-de-sacs must have emergency vehicle access at all times.
- f. Occasional on-street parking is allowed for guests. However, the term "occasional" is not to be construed or interpreted as every day.

g. Street parking of vehicles cannot block access to any street, mailbox or driveway, nor may a vehicle be parked within fifteen (15) feet of a fire hydrant. No vehicle may be parked in such a manner that would prevent normal use of the streets for driving. Both lanes must be unimpeded to allow for drivers to use both lanes to travel in opposite directions as intended.

8. VEHICLE MAINTENANCE, REPAIR AND STORAGE: All vehicles in Kenton Firs must be operational with current tabs except as described below. Only minor vehicle maintenance and repairs to an owner's or tenant's vehicles can be performed on property in Kenton Firs. All other maintenance and repairs must be done outside of Kenton Firs.

a. Per City of Kent Code, no more than one (1) inoperable vehicle of any kind (meaning that the vehicle is not licensed or legally operable upon a roadway) shall be stored or parked on any residentially zoned property for more than thirty (30) days unless said vehicle is stored in an enclosed area and hidden from view of surrounding neighbours.

b. "Minor repair" is defined as any repair that can be done within 3 days or less, such as an oil change or brake pad change.

c. No vehicle shall be left elevated or unattended overnight on any lifting device (i.e. jack/s, ramps or wooden objects).

9. HOME BASED BUSINESSES: No owner or renter shall conduct a business in KENTON FIRS that requires customers to be at their residence or to leave personal property in KENTON FIRS for the business to service. Residents may have home-based businesses in accordance with Kent City Code that require a home office only and the performance of that business is conducted outside of KENTON FIRS.

10. NUISANCE PROHIBITED: No activity shall be conducted or allowed in or upon any lot, street, or common area which is or may become a nuisance. A "nuisance" is a condition which wrongfully affects the rights of an entire community or neighborhood:

a. The extent of damage may be unequal, in such a manner that the condition annoys, injures, or endangers the comfort, repose, health or safety of others, or

b. Interferes with, obstructs or tends to obstruct, or render dangerous for passage, any public street or any other public place, or

c. In any way renders other persons insecure in life, or in the use of

property.

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

11. SIGNS: The only signs permitted are:

- a) One (1) sign of not more than five (5) square feet advertising the property for sale.
- b) Political signs no larger than 18" x 24".
- c) Warning and Security signs of not more than one (1) square foot in area.

No sign of any kind shall be displayed to the public view on any common area other than those specified and approved by a two-thirds majority of the members of the Board of Directors in a regular meeting.

12. WIRING: All wiring to buildings, mobile homes, or accessory buildings of any type shall be underground.

13. ANIMALS: Rules of the City of Kent with respect to the keeping of animals apply. A maximum of two animals (dog or cat) shall be allowed on any lot, subject to Section 10 (Nuisance) hereof. Unweaned puppies or kittens shall be permitted in excess of said number, until weaned between 6-8 weeks of age.

14. RADIO, TELEVISION, TRANSMITTERS: No external antenna shall be permitted unless approved by the Architectural/Agricultural Control Committee. Regulation size satellite TV dishes are permitted.

15. ZONING: No lot shall be used for purposes other than single-family residential use.

16. SUBDIVISION: No subdivision of any lot shall be permitted.

17. RECREATION EASEMENT TREATMENT: Owners of lots subject to recreation easement as set forth in the KENTON FIRS plat will be permitted to remove trees or vegetation from easement only upon written approval of the Architectural/Agricultural Control Committee. No structure or fence will be permitted in the easement without prior written approval of the Architectural/Agricultural Control Committee, and any structure or fence permitted in the easement must meet current City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner. Said area is set aside for the purpose of screening and buffering KENTON FIRS PLANNED UNIT DEVELOPMENT.

18. SCREENING: Each owner shall provide screening by planting, fencing, or total enclosure for trash cans, garden tools, construction supplies and materials, and/or any other forms of collectibles or personal household items.

a. Unless otherwise approved by the AACC, all cloth, plastic or tarp materials used for temporary screening must be replaced by permanent screening within ninety (90) days.

b. No screening shall be erected until the design, specification and materials of said screening have been approved by the AACC and must meet City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner.

19. **PROPERTY MAINTENANCE:** All lots shall be maintained reasonably free from weeds or other undesirable growth. Lawns shall be watered, trimmed, and otherwise reasonably maintained. Vegetable gardens will be permitted only in the rear half of the lot.

20. TRASH, DEBRIS AND GARBAGE: Each lot shall be kept free of trash, debris, and household garbage. (See Bylaws, Article VII, Section 15)

a. Garbage collection and removal shall be the sole responsibility of the owner. Collection and removal of household garbage on the property shall be performed on a weekly or bi-weekly basis. No other time schedule will be acceptable.

b. Garbage can/s shall be stored behind screening on property as described above no later than the day after collection day.

c. Building materials shall be stacked neatly pending construction. After construction, the surplus materials shall be stored out of sight or removed.

21. **FIRES:** Open burning in KENTON FIRS, by any resident, within their property or in common areas will not be allowed. Fires for barbecues will be held in a manufactured implement, designed for charcoal, propane, or wood. Recreational free-standing fire containers are allowed. The fire containers must be on concrete or concrete blocks. All other private burning will result in violations placed against the owner of the said property and notice will be given to the local Fire Department.

22. **OUTDOOR SEASONAL DECORATIONS:** Outdoor seasonal decorations shall be put out no earlier than one (1) month before the Holiday and removed within one (1) month after said Holiday.

23. **SURVEY OF PROPERTY:** Any property being upgraded with another unit 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.

24. COMMON AREAS: The common open areas identified as tracts A, B, C, D, E, F, and G shall be maintained in their natural state. They are for the use and benefit of all owners and Tenants of lots in the Kenton Firs Association.

a) Common areas shall be maintained through volunteer work parties and through the Association budget.

b) The sides and back of all lots visible from the street and common areas must be kept free of trash, debris and household garbage. All other collectables or personal household items are to be screened as outlined in Section 18 above.

c) Expansion into or encroachment upon the common areas by lot owners adjacent to a common area is not allowed. Any destruction of or dumping in the common area is subject to the assessment of fines.

d) Residents are responsible to clean up after their pets in the common areas.

25. MAINTENANCE OF MOBILE HOMES AND OTHER STRUCTURES: All mobile homes and other structures must be maintained, and all damages repaired, per guidelines below:

If a home or other structure is damaged by lack of maintenance, fire or act of nature the owner will:

a) Contact a member of the AACC to submit an application for repairs or changes that require AACC approval.

b) No repairs to structure shall be completed other than temporary covering to protect the property while plans are submitted, reviewed and approved with specifications, materials list and timeline of repairs that will be completed.

c) Construction and repairs must be completed within six (6) months of approval by the AACC.

d) Unless otherwise approved by the AACC, any tarps or other such item used to protect the property during repair must be replaced within ninety (90) days.

e) No above-ground supply of any utilities is allowed, except as needed for completion of repairs.

f} Construction must meet current City of Kent zoning and building codes and may require a building permit. Obtaining necessary City of Kent building permits is the sole responsibility of the homeowner.

26. FIREWORKS: As long as the City of Kent has a ban on the sale and possession of fireworks, no fireworks will be allowed in Kenton Firs. Any resident observed with fireworks at any time will be subject to an immediate fine of \$200.00 after notice and opportunity to be heard pursuant to RCW 64.38.

ARTICLE VI
DURATION AND ENFORCEMENT OF COVENANTS

1. This COVENANT shall remain in force and effect in perpetuity.

2. The Covenants may be amended by the affirmative vote of fifty-one percent (51%) of the members of the Association present in person or by proxy at any regular or special meeting which has been called and announced according to the By-Laws and at which a quorum is present at the time that the vote for the amendment is taken.

3. This COVENANT may be enforced by proceedings at law or in equity brought by the ASSOCIATION, the Architectural/Agricultural Control Committee, or any owner, which proceedings may be brought for the purpose of securing equitable relief, monetary damages or both. Notwithstanding the foregoing, no person or entity shall have the right to seek judicial review of any decision of the Architectural/Agricultural Control Committee or the trustees of the ASSOCIATION, except for fraud. No decision of the Architectural/Agricultural Control Committee or of the Directors of the ASSOCIATION shall be reversed for procedural irregularity, but the aggrieved party shall have the right to compel the Architectural/Agricultural Control Committee or the Board of Directors, as the case may be, to comply with the applicable procedural requirements contained herein or contained in the ARTICLES OF INCORPORATION or BYLAWS of the ASSOCIATION.

4. Each Owner shall comply strictly with the provisions of the governing documents for the Association including this Declaration, the Bylaws, and any administrative rules and regulations adopted by the Board of Directors as may be lawfully adopted and amended from time to time. The Board may, after notice and an opportunity to be heard, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violations of the governing documents. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his or her own against the party failing to comply. Failure to comply shall also entitle the Association to collect reasonable attorneys' fees and costs incurred by reason of such failure, irrespective of whether any suit or other judicial proceeding is commenced, and if suit is brought because of such failure,

all cost of suit may be recovered in addition to reasonable attorney's fees. No right or remedy provided or reserved by this Declaration is exclusive of any other right or remedy, and in addition to the foregoing, the Association shall have such rights and remedies as may be provided in the Declaration, the Bylaws, the applicable Washington statutes or otherwise existing at law, in equity or by statute.

Owners shall be responsible for the actions of their guests, invitees and pets as well as the tenants, residents and occupants of their Properties. Owners may be subject to fines for violations of the governing documents by those parties.

5. Invalidation of any of this COVENANT by judgement or by court order shall in no way affect any of the other provisions.

ARTICLE VII ARCHITECTURAL/AGRICULTURAL CONTROL COMMITTEE

1. There is hereby designated and appointed an Architectural/Agricultural Control Committee hereinafter called "THE COMMITTEE".

2. THE COMMITTEE may unanimously designate one or more of its members or a third person to act for and on behalf of THE COMMITTEE with respect to both ministerial matters and exercise of judgements vested in THE COMMITTEE, subject to review by THE COMMITTEE at the request of any member thereof. In all matters the decision of the majority of THE COMMITTEE shall be the decision of THE COMMITTEE. In the event of the death, resignation, or other inability to serve of any member of THE COMMITTEE, the remaining member or members shall have the authority (but not the obligation) to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of the Committee. The owners of a 2/3's majority of the lots within the properties shall have the authority to remove from office any member or members of THE COMMITTEE, with or without cause, and designate a successor or successors at any membership meeting called therefore.

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. In the event THE COMMITTEE fails to approve or disapprove plans submitted to it within thirty 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.

4. Copies of the plans and specifications in each case shall be delivered to and permanently left with THE COMMITTEE. As to all improvements, construction, and alterations, THE COMMITTEE shall have the right to refuse to approve any design or plan which is not suitable or desirable. THE COMMITTEE shall have the right to take into consideration the suitability of the proposed mobile home or building and the material of which it is built or to be built, the harmony thereof with the surroundings, and the effect of the mobile home or building or alterations therein as planned, on the outlook of the adjacent or neighboring property and any and all other factors which, in THE COMMITTEE'S opinion shall affect the desirability or suitability of such proposed mobile home, structure, improvement, or alteration.

5. Notices of violations of the covenants will be sent to owners and their tenants and may result in the assessment of fines. Homeowners are responsible to correct the violation(s) or apply to the Committee with a written plan to correct the violation(s), within thirty (30) days of notice of the violation(s).

a. If the violation(s) is/are not corrected, or a written plan received and approved within the thirty (30) days, a \$50 fine will be due for each violation and a second notice will be sent with an additional thirty (30) day notice.

b. If the homeowner fails to correct the violation(s) by the end of the second thirty (30) day notice, an additional \$100.00 fine will be due for each violation and a third thirty (30) day notice will be sent.

c. If the violation(s) is/are not corrected at the end of the third thirty (30) day notice period, an additional fine of \$200.00 will be due for each violation.

d. If the violation/s is/are not corrected at the end of the fourth 30-day notice, the fines will be sent to collections. Additional notices will be sent for three (3) months with an additional fine of \$200.00 per month per violation/s. If the violation/s and fines are not paid at the end of this period, the additional fines will be sent to collection as outlined below.

e. If the violation/s is/are not corrected by the end of the combined period of 120 days, or a written plan submitted and accepted by the Committee, the homeowner's account will be sent to collections, and all costs for the notification and collection will be the responsibility of the homeowner.

f. If the fines are not collected within 90 days after being sent to collection, a lien for the cost of the fines, cost of collection, cost of lien and

cost of release of lien, will be filed with the King County Recorder's Office. All costs of the notification, collections and liens will be the responsibility of the homeowner.

g. If a resident has a repeat of the same violation within six (6) months of the original violation/s fines will resume where they previously ended.

6. THE COMMITTEE shall have such other and additional duties and authority as is vested in THE COMMITTEE, directly or by implication, by this COVENANT and by the ARTICLES of INCORPORATION and BYLAWS of the ASSOCIATION hereinafter to be filed. All decisions of THE COMMITTEE shall be subject to review, at the request of any member of THE COMMITTEE or any interested party, by the Board of Directors of the ASSOCIATION. The Board shall have jurisdiction of any matter within the jurisdiction of THE COMMITTEE upon request by THE COMMITTEE that the Board of Directors accept initial jurisdiction. The Board of Directors shall determine any of said matters presented to it within sixty days of submission unless all parties concerned agree to an additional period of time for consideration and determination.

7. Within six months of the filing of the ARTICLES of INCORPORATION of the ASSOCIATION, the Board of Directors shall designate successor members of THE COMMITTEE, three (3) in number, to replace those designated herein and to function and operate as provided herein.

ARTICLE VIII UTILITY ACCESS

The ASSOCIATION, utility companies, and districts will be permitted to enter upon any part of KENTON FIRS as required to provide and maintain adequate service to owners and residents.

ARTICLE IX RENTAL HOMES & THE OWNERS RESPONSIBILITIES

1. Definitions.

a. **“COVENANT(S)”** means the Declaration of Protective Covenant and all amendments thereto.

b. **“Lease”** means any agreement or other writing executed by both the lot owner and tenant(s) which memorializes the terms of the leasing of a lot.

c. **“Occupant”** means anyone who occupies a lot as a permanent residence.

d. **“Related Party”** means a person who has been certified in a written document filed by a lot owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent’s sibling, or lineal descendant or ancestor of any of the foregoing persons. The related party also includes 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.

e. **“Renting or Leasing”** a lot shall mean the granting of a right to use or occupy a lot, for a specified term or an indefinite term, whether or not rent is paid. It shall not mean or include joint ownership of a lot (by means of joint tenancy, tenancy-in-common or other forms of co-ownership), or the occupancy of a lot by any person who resides in a lot with its lot owner or a related party, whether or not rent is charged.

f. **“Spouse”** means a partner in a marital union, a civil union or a registered domestic partner.

g. **“Tenant”** means and includes any lessee, renter, tenant and all other non-owner occupants of a lot that is not occupied by its owner or a related party, whether or not rent is paid. Tenant does not mean or include any person who occupies a lot with an owner occupant or a related party, whether or not rent is paid.

2. Leasing of Lots. The Leasing or Renting of a lot by its owner shall be governed by the provisions of this Article IX.

3. Lease Ceiling Set. Except as otherwise provided in this Article IX, the maximum number of non-owner occupied lots in the Kenton Firs Planned Unit Development at any one time shall not exceed thirty percent (30%) of the lots (hereinafter, the “Lease Ceiling”).

4. Pre-Existing Leased Lots. On the date this Amendment is recorded, there may be existing lots under lease. A lot subject to a lease on that date is a pre-existing leased lot.” A lot shall cease to be a pre-existing leased lot and shall be treated like every other lot that is not authorized as a rental for purposes of this section when title to the lot passes out of the hands of the person who owned the lot on the date this Amendment is recorded or if the lot becomes owner occupied. Pre-existing leased lots are subject to all other provisions of this Article IX unless otherwise stated.

5. Effect of Lease Ceiling. If an owner wishes to lease a lot but is prohibited from doing so because of the Lease Ceiling, the Association shall place the owner’s name on the Lease Waiting List provided for in Article IX, Section 6.

6. Waiting List. The Board or its designated agent shall maintain a list of owners who desire to lease their lots on a first come, first served basis (the "Lease Waiting List"). The lease waiting list includes all of the lots whose owners have applied for approval from the Association to lease their lots when the number of applications is equal to or exceeds the Lease ceiling. The Association will approve the lease of lots in the order listed on the lease waiting list, in order of the date of the application by the lot owner, and in the number such that the total number of applications approved for lease, including applications for those lots already leased, is equal to the lease ceiling. If an approved lot owner fails to rent his or her lot within three (3) months, then that lot owner's name shall be placed at the bottom of the waiting list, and the opportunity to rent shall then be offered to the next person on the waiting list.

7. Requirements Prior to Leasing. All owners of rental properties will provide Kenton Firs Treasurer with their contact information including the name(s) of owner(s) on Deed of Trust, current address and phone number or e-mail address. This information must be updated anytime there is a change of ownership.

Prior to the rental of a lot, a lot owner must submit a request for written approval from the Board in advance of entering into a lease. The Board may grant such advance approval provided an owner submits to the Association a sample of proposed lease to be executed by both the owner and tenant which meets the requirements of this Article IX. Any changes or updates to said lease that may occur at a future date must be provided to the Board. The Association shall grant its consent to the owner if:

- a. The lot owner has complied with Article IX of the COVENANTS; and
- b. The lease would not cause the aggregate number of all non-owner occupied lots to exceed the lease ceiling, with the exceptions set forth in this section.
- c. The owner will provide the name(s) and phone number (s) of each renter.
- d. The owner will present any complaints or issues the tenants have to the Board of Kenton Firs.
- e. The owner will be responsible for the tenant's compliance of the COVENANTS.
- f. Upon termination of a lease a new lease of an authorized rental must meet the requirements of 7.a. above. A new sample proposed lease does not need to be submitted to the Treasurer provided there are no changes to the sample lease on file.

8. Renewal of Leases. If the owner of a leased lot and the existing tenant wish to renew their lease, the association shall not withhold consent merely because the number of non-owner occupied lots is equal to or greater than the lease ceiling if:

a. The Association has previously approved the lease in the manner provided in this Section; and

b. The tenant is in strict compliance with all provisions of the Covenants and has not been found to be in violation of the Covenants following notice to owner of an opportunity to be heard more than three times during the immediately preceding year.

9. Holders of Mortgages. The Association shall not withhold its consent to lease a lot to a bank or financial institution following default on a Mortgage or Deed of Trust (or Foreclosure of same) merely because the lease would cause the number of non-owner occupied lots to exceed the Lease Ceiling.

10. Hardship Exception. Where, on written application from an owner, the Board determines that a hardship exists whereby that owner would suffer serious harm by virtue of the limitation on leasing contained in this Article IX, the Board may, in its discretion, grant an owner a waiver of the lease ceiling for a period of time determined by the Board but not to exceed one year, with the possibility of renewal upon application by the lot owner. The determination of a hardship exception is at the sole discretion of the Board but may (by way of example only) include military deployment or extended off-site medical care. The total number of rental months under this hardship exception shall not exceed 36 months for any individual owner. A lot leased under a hardship exception granted by the Board under this section shall not be counted as a non-owner-occupied lot for the purpose of determining whether a lease would cause the number of non-owner occupied lots to exceed the lease ceiling.

11. Subleasing Lots. No tenant may sublease a Lot or any part of a Lot (e.g., a room).

12. COVENANT. All leases shall be in compliance with, subject to, and deemed to integrate the COVENANT, whether such lease is silent with respect thereto or contains this provision, a similar provision or otherwise incorporates this Amendment by reference. A default by the tenant in complying with the COVENANTS shall constitute a default under the lease. Each lot owner who rents or leases a lot or allows the lot to be occupied by a related party shall provide that tenant or related party with a copy of the COVENANTS. If the owner fails to provide written evidence to the Association that he/she has done so, the Association may furnish a copy of the COVENANTS to the tenant or related party and the lot owner will be charged a reasonable fee to be determined by the Board for each document provided. 1

13. No Impairment of Insurance. Nothing shall be done to or kept in the common areas by a tenant or lessee which will increase the rate of insurance or cause cancellation of insurance on the common areas.

14. Limitation of Association's Liability. The Association shall not be liable in any way to a related party, tenant or occupant, more than it would be to an owner for any accident or injury occurring in, on, around, or caused by the common areas, except as covered by insurance and according to the Association's standard policy. Each owner who leases a lot agrees to hold the Association harmless for any claims brought by the lot's tenants, occupants, or guests against the Association.

15. Non-Discrimination. Neither the Association nor any lot owner shall discriminate against any person on the basis of a legally protected classification under local, Washington State or Federal law.

16. Minimum Lease Term Required. With the exception of a mortgagee in possession of a lot following a foreclosure or a receiver in possession of a lot during the pendency of a foreclosure by a mortgagee or the Association, no owner shall permit a lot to be used for hotel or transient purposes, which shall be defined as Rental, occupancy or use by a tenant or other non-owner occupant for an initial occupancy period of less than thirty (30) days. No owner shall cause or allow the overnight accommodation of employees or business invitees in a lot on a temporary or transient basis. Except as provided otherwise in this Section, every lease shall be for a fixed term of not less than thirty (30) days.

17. Association's Right to Evict and Levy Fines. Each lot owner shall have the responsibility to ensure compliance by a tenant with the Association's Covenants and By-laws, or with any laws of the City, County, State or Federal entities.

a. A lot owner may be assessed a fine by the Association in accordance with the Covenants if the owner's tenant fails to comply with Covenants.

b. If the tenant continues to fail to comply with the Covenants after written notice of the violation of the Covenants has been given to the lot owner, and the Association's final notice instructs owner to evict tenant, within thirty (30) days of such notice owner shall diligently proceed with evicting tenant.

c. If owner does not do so, the Association shall have the power and authority to evict the tenant.

d. The Association shall not be liable in any way to the lot owner

or tenant for any use of its right to evict.

e. The lot owner shall be responsible for all costs to evict, including legal fees, which costs shall be levied against the lot as an assessment, and which may be collected by the Association in the same manner as assessments may be collected under the Covenants.

ARTICLE X
EFFECTIVE DATE

This COVENANT becomes effective upon being filed in the office of the King County Recorder.