

Motions by Trustee #1 Christopher Dwyer for Vote of The Board of Trustees
Kingsgate 3&4 Homeowners Association
June 2020 Regular Meeting
7:00 PM June 10th, 2020

At the May 2020 Regular Meeting a proposal was made to consolidate the Bylaws of the HOA to ensure that the document was current and incorporated all known amendments. It was proposed that the consolidated and updated Bylaws would then be endorsed by a vote of the Board of Trustees. During the Bylaw consolidation it was discovered that the Covenants, Conditions, and Restrictions, the Articles of Incorporation, and the Park Rules, the Pool Rules, were not available to the membership in consolidated, printable document with proper structure.

The following (9) motions are an attempt to restore the above-mentioned documents to a useable state that provides guidance to Homeowners and the Board of Trustees.

Motions (1) through (2) concerns the publication and use of the reformatted and previously amended CCRs and Articles of incorporation. Since we cannot amend these documents with a Board vote the motions are to publish the attached version of the documents and rely on them for Board decision-making. Motions (3) through (5) is the endorsement of the Bylaws, Pool, and Park Rules of current governing and complete. Although there the incorporation and reformatting is all that has been done, this will be recorded as an amendment since the Board has the ability to amend these documents. No changes other than incorporation of previously approved amendments and formatting have been made to these documents.

Motions (1) through (5) will be voted upon before the following amendments are proposed.

Motions (6) through (9) are proposed Bylaw amendments to restore Bylaws that some Homeowners and Board members may believe to be governing, update responsibilities so that HOA documents may be prevented from losing currency in the future, and provide guidance to Homeowners.

Christopher Dwyer, Kingsgate 3 & 4 Homeowner's Association Trustee #1 makes the following motions:

- 1) Motion to publish the attached Covenants, Conditions, and Restrictions in Appendix 1 as the sole copy of the Covenants, Conditions, and Restrictions on the Kingsgate HOA website and agree to the reliance on this document by the Board of Trustee's for the purposes of decision-making.**

- 2) **Motion to publish the attached Articles of Incorporation in Appendix 2 as the sole copy of the Articles of Incorporation on the Kingsgate HOA website and agree to the reliance on this document by the Board of Trustee's for the purposes of decision-making.**
- 3) **Motion to endorse the attached Bylaws in Appendix 3 of this document as current, governing and complete by amendment**
- 4) **Motion to endorse the attached Pool Rules in Appendix 4 of this document as current, governing and complete by amendment**
- 5) **Motion to endorse the attached Park Rules in Appendix 5 of this document as current, governing and complete by amendment**

6) **Motion to amend Article XVII, Section 2 of the Kingsgate 3 & 4 HOA Bylaws:**

Current text below. Additions highlighted in yellow below:

Section 2. Parking. *The Board of Trustees will refrain from exercising its discretion to enforce the restriction contained within Article X, Section 4, of the Declaration, which prohibits the keeping or storing of vehicles (including buses and trailers of any description) used for private purposes outside of any building on any residential lot, when a vehicle which would otherwise be in violation of the restriction meets all of the following conditions:*

- (a) is properly licensed; and,*
- (b) is in good operating condition; and,*
- (c) is not dismantled; and,*
- (d) is parked in accordance with all public laws and ordinances; and,*
- (e) if it is a passenger car, van, minivan, pickup or light truck, sport utility vehicle, or motorcycle, is parked in the driveway or within an enclosed area of a side or rear yard, not visible from the street; and,*
- (f) if it is a recreational vehicle, motor home, camper, or boat, is parked in an enclosed area of a side or rear yard, not visible from the street, and adjacent neighbors have been consulted and have expressed no objection to the parking of such vehicle.*
- (g) If it is a trailed boat is parked in a homeowner's driveway from seven (7) days from Memorial Day to seven (7) days after Labor Day every year and adjacent neighbors have been consulted and have, in writing expressed no objection to the parking of such vehicle.*

7) Motion to amend Article XI, Section 8, Subsection D of the Kingsgate 3 & 4 HOA Bylaws:

Current text below. Additions highlighted in yellow below:

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, subsequent to this amendment, keep records and incorporate in documents any and all amendments to Bylaws, Articles of Incorporation, Covenants, Conditions, and Restrictions, Park Rules, and Pool Rules and shall perform such other duties as required by the Board.

8) **Motion to amend Article VIII, Section 2, of the Kingsgate 3 & 4 HOA Bylaws:**

Current text below. Changes highlighted in yellow below:

Section 2. Duties. *It shall be the duty of the Board to Trustees to:*

- (a) *cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to its members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote*
- (b) *supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;*
- (c) *as more fully provided herein, and in the Declaration, to:*
 - 1) *fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and*
 - 2) *send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period;*
- (d) *issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge of \$250 may be made by the Board for the issuance of these certificates. If an certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;*
- (e) *procure and maintain adequate liability and hazard insurance on property owned by the Association;*
- (f) *cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,*
- (g) *cause the Common Area to be maintained.*
- (h) *provide, ratify, and amend as required the following Rules:*
 - 1) **Park Rules**
 - 2) **Pool Rules**
- (i) *If a neighbor guide is provided to Homeowners, the Board will be responsible for ensuring that is current at least once per year.*

9) **Motion to amend Article XII of the Kingsgate 3 & 4
HOA Bylaws:**

Current text below. Changes highlighted in yellow below:

Article XII

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence on all Lots, subject to assessment, on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. **A reasonable charge of \$250 may be made by the Board for the issuance of these certificates.** Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Appendix 1:

Covenants, Conditions, and Restrictions

Kingsgate Highlands, Divisions Number Three and Number Four Declaration of Covenants, Conditions, and Restrictions

THIS DECLARATION, made as of December 1, 1966, by MAC LAND, INC., a Washington corporation, and C. LAND, INC., a Washington corporation, hereinafter referred to as "Declarant," WITNESSETH; WHEREAS, Declarant is the owner of certain property in County of King, State of Washington,

- (a) All property in a plat entitled Kingsgate Highlands, Division Number Three, according to plat recorded in Volume 81 of Plats, at pages 17, 18, and 19 of the records of King County, Washington;
- (b) All property in a plat entitled Kingsgate Highlands, Division Number Four, which is a proposed plat in process of final approval and recording in said King County, Washington; and

WHEREAS, Declarant expects to convey certain of said properties, subject to the protective covenants, conditions restrictions, reservations, liens and charges as herein set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

Article I: Definitions

Section 1. "Association" shall mean and refer to Kingsgate Highlands, Divisions Number Three And Number Four, Homes Association, a Washington Corporation in the process of being formed by or at the instance of Declarant, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. The term "Common Area" as used herein shall mean Tract C in said Kingsgate Highlands, Division Number Three.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. In the event that one or fractional lots in said additions should be improved with a dwelling, the actual area set aside for such dwelling shall for the purposes hereof be deemed a Lot.

Article II: Annexation of Additional Properties

Section 1. Annexation of additional property shall require the assent of two-thirds of the Class A members and two-thirds of the Class B members, if any, at a meeting duly called for this purpose, of which written notice shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent of the vote of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event that two-thirds of the Class A membership or two-thirds of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten years of the date of incorporation of this Association the Declarant should develop additional lands contiguous to either of the additions first described herein, such additional lands may be annexed to said Properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional land must have the assent of two-thirds of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty per cent of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Article III: Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Article IV: Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such Lot.

Class B. The Class B members shall be the Declarant, and three memberships shall exist for each Lot in which Declarant has an interest. The Class B members shall be entitled to three votes for each Lot in which Declarant holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on July 1, 1972.

Article V: Property Rights

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to the following provisions

- (a) the right of the Association to limit the number of guests of members;

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area;
- (b) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during with any assessment against his Lot remains unpaid; and for a period not to exceed one hundred eighty days for any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty days nor more than sixty days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except easements for utilities, including maintenance thereof, and right of public to make necessary slopes for cuts or fills in the reasonable original grading of public ways dedicated in the plat.

Article VI: Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided in Section 10 of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collect from time to time as hereinafter provided. The annual and special assessments, together with such interest thereof and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum annual

assessment on all lots conveyed by Declarant to purchasers shall be Eighty-four Dollars (\$84.00) per Lot. The maximum annual assessment on all lots owned by Declarant shall be Twelve Dollars (\$12.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, DC) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds of the votes of each class of members, who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent of all the votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence on all Lots, subject to assessment, on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been

paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment as to payments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein:

- (a) all properties dedicated to and accepted by a local public authority,
- (b) the Common Area, and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington.

Article VII (Not used.)

Article VIII: Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and typography by the Board of Trustees of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article IX: (Not used.)

Article X: Restrictions

Section 1. All Lots in the tract shall be known and described as residential lots except said Common Area. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling for single-family occupancy only not to exceed two stories in height and a private garage for not more than three cars, one of which may be for a boat or a trailer.

Section 2. No building shall be located nearer to the front line of the Lot or nearer to the side street line than the building setback lines if shown on the recorded plat. In any event, no building of any kind shall be located on any residential lot nearer than twenty feet to the front lot line, nor nearer than twenty feet to any side street line, and no building shall be located nearer than twenty-five feet to the rear lot line, except a detached garage. No building shall be located nearer than five feet of the side lot line. A detached garage may be located within five feet of the rear lot line, except where the rear lot line abuts a street, in which case the front yard setback of twenty feet or more would prevail unless otherwise approved by said Restrictions Committee.

Section 3. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 7,200 square feet or an average width of less than sixty feet.

Section 4. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located in this subdivision on a residential lot, nor shall any goods, equipment, vehicles (including buses and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, stored, dismantled or repaired outside of any building on any residential lot, nor shall any goods, equipment or vehicles (including buses or trailers of any description) used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside of any building on any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary container for proper disposal. Yard rakings such as rocks, dirt and other materials as a result of landscaping shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

Section 5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected or placed in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6.¹ No dwelling shall be permitted on any Lot at a cost of less than \$22,000.00 exclusive of land, based upon cost levels prevailing on the date this amended restriction is recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date this amended restriction is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports and garages, shall be not less than eleven hundred square feet for a one-story dwelling, not less than nine hundred square feet for the ground floor of a dwelling of more than one story.

Section 7. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finished painting, within nine months from date of commencement of construction and shall be connected to public sewer.

¹ Ammended October 26th, 1971. Changes highlighted in grey above. Original section text: No dwelling shall be permitted on any Lot at a cost of less than \$11,000.00 exclusive of land, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one- story open porches, carports and garages, shall be not less than nine hundred fifty square feet for a one-story dwelling, not less than nine hundred square feet for the ground floor of a dwelling of more than one story.

Section 8. Where public sewers are not available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the Seattle-King County, Washington, Department of Public Health.

Section 9. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six feet above ground. Fences in side yards that abut a side street are permitted from the front yard setback to the rear of the Lot not to exceed forty-two inches in height. This height must be maintained in the front yard setback of the Lot in the rear. (Written exceptions as to fence location in this section may be made by the Restrictions Committee where the minimum setback line of the residence is greater than twenty feet and the proposed fence has a setback of twenty feet or more from the front property line.) Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the Lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No radio or television antennae shall be permitted to extend more than ten feet above the roof line of any residence without the written approval of the Restrictions Committee.

Section 10. No animals, livestock, or poultry or any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept in compliance with existing laws and regulations and provided that they are not kept, bred, or maintained for any commercial purpose. The foregoing is intended also to exclude the keeping of any pets such as cats, dogs, or birds in numbers or under conditions reasonably objectionable in the closely built-up residential community.

Section 11. No signs shall be erected or maintained on any Lot except that not more than one bona fide FOR SALE or FOR RENT sign, not exceeding eighteen inches in width and twenty-four inches in length, may be displayed on any Lot.

Section 12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Article XI: Easements and Restrictions

Section 1. An easement is reserved over the rear five feet of each Lot and over a two and one-half foot wide strip along each side of interior lot lines for utility installation and maintenance, power, telephone, water, sewer, drainage, gas, etc. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others as required will also be recorded as will necessary easements required by governmental subdivisions. All protective screening areas established will be shown on the recorded plat, as a ten foot strip of land along the rear of specific lots. No planting shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines. Within the ten foot strip of land as shown on the recorded plat the planting shall be maintained throughout the entire length of such areas by the Owner or Owners of the Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a planting screen or screen fence or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage.

Article XII: General Provisions

Section 1. Mutuality. These restrictions, easements and agreements are imposed pursuant to a general plan with reference to the Properties and shall constitute mutual and reciprocal equitable servitudes on each of the Lots and a privity of contract between the various Owners thereof, their respective heirs and assigns, and are for the benefit of the Properties and each Lot or building plot or site thereof and of the present and future Owners thereof

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restrictions of this Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent of the Lot Owners. Any amendment must be properly recorded.

Section 3. Churches. These restrictions may be amended at any time by a majority vote of the then Owners of Lots to permit the construction of a church on Lots herein designated as residential, said church structure to meet all legal requirements and conditions as herein specified. Said amendment to be in the form of a statement properly executed and acknowledged by each of them and recorded in the office of the County Auditor of King County, Washington.

Section 4. Enforcement. If the parties hereto or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning any Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidity of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In any action at law or in equity commenced by the Homeowners' Association to enforce any violation of the restrictions, conditions, and covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Declaration of Covenants, Conditions, and Restrictions filed under King County Auditor's File No. 6180380, or amendments thereto, the Homeowners' Association shall be entitled to its reasonable attorneys' fees and costs of suit.²

Section 5. Notices. Any demand to be made upon, or any notice to be given to, the Owner or Owners of any Lot or Lots in the tract to which these restrictions relate shall be in writing. Said demand or notice may be given to such Owner or Owners either by personal delivery of such demand or notice, or by sending the same by prepaid United States registered mail addressed to the record Owner or Owners at the street address of the dwelling house or other structure situated upon the relevant lot or lots. Notice by certified registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of forty-eight hours after

² Amended August 2nd, 1979

the time of mailing, and the name and address of the person or persons to whom such demand or notice was mailed, shall be conclusive, but not the exclusive means of, proof of such fact.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendments of this Declaration of Covenants, Conditions and Restrictions. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots in the subdivision, but title to any property in this subdivision obtained through a sale or satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

Plat Restrictions: No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located. Also subject to the restrictive covenants recorded under Auditor's file No. _____.

Easement Provisions: An easement is hereby reserved for and granted to General Telephone Co. of the N.W. and Puget Sound Power and Light Company and their respective successors and assigns under and upon the exterior five feet parallel and adjacent to the street frontage of all lots, in which to lay, install, construct, renew, operate and maintain underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.

Appendix 2:

Articles of Incorporation

Kingsgate Highlands, Divisions 3 and 4 Homes Association Articles of Incorporation

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the President of Kingsgate Highlands, Divisions 3 and 4 Homes Association, currently unincorporated, for the purpose of forming a non-profit corporation under the laws of the State of Washington, does hereby certify the following to be agreed Articles of Incorporation of such corporation (hereinafter for convenience referred to as "Association"):

Article I: The name of this corporation is Kingsgate Highlands, Divisions 3 and 4 Homes Association.

Article II: The initial registered agent of the corporation is Christine Ford and the initial registered office of the corporation shall be 14004 - 119th Street NE, Kirkland, Washington (98033).

Article III: The duration of this corporation shall be perpetual.

Article IV: This corporation shall have no capital stock and no shares therein or certificates therefor shall issue. This corporation does not contemplate pecuniary gain or profit.

Article V: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for architectural control of the residence Lots and maintenance and preservation of the Common Area within that certain tract of property described as: All property in a plat entitled Kingsgate Highlands, Division 3, according to plat recorded in Volume 81 of Plats, at pages 17, 18, and 19 of the records of King County, Washington, and Division 4, according to plat recorded in Volume 82 of Plats, at pages 95 and 96 of the records of King County; and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article XI.

Article VI: This Corporation shall have all the powers, privileges and authority permitted by law and in addition shall have the following further purposes and powers to the extent this corporation may legally exercise the same:

Section 1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association contemplated by that certain Declaration of Covenants, Conditions and Restrictions, herein called the "Declaration", applicable to the property described in said Article V as recorded in King County, Washington and as the same may be amended from time to time as provided therein.

Section 2. To care for vacant, unimproved and unkempt land in said property, remove and destroy grass, weeds and rodents therefrom, and any unsightly and obnoxious thing therefrom, and to do any other things, and perform any labor necessary or desirable in the judgment of this Association to keep the property and the land contiguous and adjacent thereto neat and in good order.

Section 3. To pay the taxes and assessments, if any, which may be levied by any governmental authority upon roads and parks in said property, and any other open spaces maintained, and lands used or acquired for the general use of the Owners of Lots or building sites within said property, and on any property of this Association, or which may be held in trust for this Association.

Section 4. To enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of said property over which this Association has jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of this Association having jurisdiction over any of said property; to pay all of the expenses in connection therewith and to fix, levy, collect and

enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

Section 5. The Association, pursuant to said Declaration and otherwise by appropriate by-law adopted from time to time or by resolution of its Board of Trustees adopted from time to time, may collect funds for the expenses of the Association and to meet the costs of its operations including the cost of licenses, franchises, taxes and governmental charges affecting any of the Properties or activities of the Association and may fix the rate per square foot or otherwise for annual charges or other assessments to which each parcel of said property which is improved with a dwelling house shall be subject. Such charges and assessments shall be established from time to time, pursuant to said Declaration or in accordance with such bylaws or resolutions shall constitute a lien upon each parcel until paid but as a lien shall be subordinate and inferior at all times to any mortgage or mortgages now recorded or hereafter recorded as to any of said property.

The Association may on request, execute and record such further subordination agreements which may be at any time by the Board of Trustees seem appropriate to further assure the priority of mortgages upon any of said property, but this provision shall not imply that any further or other subordination agreement is necessary. Assessments must be levied at uniform rates against all the lots owned by members. Said charges and assessments shall be a lien enforceable by the Association in a manner substantially the same as provided by law for the collection and enforcement of mortgages together with all costs incurred by the Association including costs of title examinations, searches and reports, and for reasonable expenses, and fees of attorneys. The due date, the rate of interest, penalties, late charges and other sanctions relative to charges and assessments and delinquencies therein, the procedure for dealing with delinquent accounts, and collection and enforcement of same shall be as prescribed from time to time in such Declaration or in such bylaws or resolution of the Board.

Section 6. To provide for the maintenance of tennis courts, playgrounds, water areas and other community features on land set aside for the general use of the members of said Association; and to do any and all lawful things and acts which this Association at any time, and from time to time, shall, in its discretion, deem to be to the best interests of said property and the owners of the building sites thereon, and to pay all costs and expenses in connection therewith.

Section 7. To acquire, by gift, purchase, or otherwise to own, hold, enjoy, lease, operation, maintain, and to convey, sell, lease, transfer, mortgage, or otherwise encumber, dedicate for public use, or otherwise dispose of real or personal property in connection with the business of the Association.

Section 8. To expend the monies collected by this Association from Assessments or charges and other sums received by this Association for the payment and discharge of all proper costs, expenses and obligations incurred by the Association in carrying out any or all of the purposes for which this Association is formed.

Section 9. To borrow money; to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, and to do any and all things that an association organized under the laws of the State of Washington may lawfully do, and generally to do and perform any and all other acts which may be either necessary for, or proper and incidental to the exercise of any of the foregoing powers, and such powers as are granted by the provisions of the laws of the State of Washington to a non-profit corporation.

Section 10. To do any and all lawful things which may be advisable, proper, and authorized or permitted to be done by this Association under and by virtue of any condition, covenants, restriction, reservation, charge, or assessment affecting said property, or any portion thereof, and

to do and perform any and all acts which may be either necessary for or incidental to the exercise of any of the foregoing powers, or for the peace, health, comfort, safety, or general welfare of the owners of said property, or any portion thereof, or residents thereon, and to have and to exercise all powers, rights and privileges which by law this corporation may now or hereafter have or exercise.

Article VII:

Section 1. The affairs of this corporation shall be managed by a Board of Trustees. The number of trustees shall be nine. The names and addresses of the persons who shall be trustees of the Association until the election of their successors, are as follows:

1. Christine Ford
14004 - 119th St. NE
Kirkland WA 98003
2. Richard A. Herrin
13910 - 120th Avenue NE
Kirkland WA 98003
3. Patricia Bakke
14355 - 121st Avenue NE
Kirkland WA 98003
4. Al Main
11833 - NE 142nd St.
Kirkland WA 98003
5. Jan Stefnik
11825 NE 141st Place
Kirkland WA 98003
6. Gary Carlsen
14104 - 119th Street NE
Kirkland WA 98003
7. Ruth Draves
12211 NE 143rd Place
Kirkland WA 98003¹
8. Elling Anderson 11020 NE
140th Place
Kirkland WA 98003
9. Nanci Peterson
13911 120th Avenue NE
Kirkland WA 98003²

Section 2. The time and manner of electing trustees, the tenure of office, the provision for resignation and the provisions for filling vacancies shall be as prescribed in the bylaws.

¹ Pen and ink change in original document filed with the State of Washington. Name was originally "Ruth Graves"

² Pen and ink change in original document filed with the State of Washington. Original Trustee Nine was "Max Fox" residing at a different address

Section 3. The initial board of directors shall serve out their terms of office pursuant to the elections conducted by predecessor unincorporated association. At each future annual meeting, the members shall elect three trustees for a term of three years.

Article VIII: Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. All rights and privileges of membership shall cease as to any person upon ceasing to be an owner of record or purchaser by contract of record of a dwelling house site in said property.

Section 3. A membership delinquent in the payment of charges, assessments or dues levied by the Association in its regular course of operation shall be subject to such limitations, restrictions, sanctions, penalties, suspension and termination as may be prescribed from time to time in the bylaws.

Section 4. No membership shall be transferable except as an incident to the transfer of the dwelling house site to which it is appurtenant.

Article IX: Voting Rights. The corporation shall have on class of voting membership. Each member shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Article X: Liabilities. The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of 2/3rds of the membership.

Article XI: Annexation of Additional Properties. The Association may, at any time, annex additional residential properties and common areas to the properties described in Article V, and so add to its membership under the provisions of Article VII, provided that any such annexation shall have the assent of 2/3rds of the entire voting power of the Association.

Article XII: Mergers and Consolidations. To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of 2/3rds of the entire voting power of the Association.

Article XIII: Authority to Mortgage. Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds of the entire voting power of the Association.

Article XIV: Authority to Dedicate. The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds of the votes of the entire membership.

Article XV: Dissolution. The Association may be dissolved with the assent given in writing and signed by members entitled to cast two-thirds of the votes of the entire membership. Upon dissolution of the

Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

Article XVI: Meetings for Actions Governed by Articles X through XV. In order to take action under Articles X through XV, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty days nor more than sixty days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event that two-thirds of the voting membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Article XVII: Amendments. Amendment of these Articles shall require the assent of seventy-five percent of the entire membership.

Article XVIII: Bylaws. Bylaws shall be adopted by the membership of the corporation according to law and may be amended from time to time in the manner therein prescribed and, in addition, so long as not inconsistent with these Articles of Incorporation or such Bylaw, the Board of Trustees may by resolution adopt regulations for the government and management of the business affairs and activities of the Association and access to and enjoyment of its property and facilities subject to the revocation or amendment thereof by the membership.

IN WITNESS WHEREOF, the undersigned, being the President of Kingsgate Highlands, Divisions 3 and 4 Homes Association acting as incorporator does cause these presents to be duly and regularly executed by due authority at Kirkland, Washington, this 21st day of September 1981.

s/ Christine Ford
CHRISTINE FORD

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this 21st day of September, 1981, before me, the undersigned, Notary Public for Washington, residing at Seattle, personally appeared CHRISTINE FORD, to me known to be the President of the Corporation that executed the foregoing document, and acknowledged to me that said instrument was the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

s/ Curtis J. Coyne
CURTIS J. COYNE, NOTARY PUBLIC for
Washington, residing at Seattle

Filed November 12, 1981
State of Washington - Department of State Domestic Non-profit Corporation
File Number 2-315915-5
Microfilm roll No. 1603, Page 483-491

Appendix 3:

Bylaws

By-Laws of Kingsgate Highlands, Divisions Number Three and Number Four, Homes Association

Article I: Name and Location. The name of the corporation is KINGSGATE HIGHLANDS, DIVISIONS NUMBER THREE AND NUMBER FOUR, HOMES ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 11913 NE 142nd Place #7, Kirkland, Washington, 98034, but meetings of members and trustees may be held at such places within the State of Washington, as may be designated by the Board of Trustees.

Article II: Definitions

Section 1. "Association" shall mean and refer to KINGSGATE HIGHLANDS, DIVISIONS NUMBER THREE AND NUMBER FOUR, HOMES ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to the real property described in the Articles of Incorporation, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean Tract C of Kingsgate Highlands, Division Number Three, per plat of record in King County, Washington.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision maps of the Properties with the exception of said Tract C.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Kingsgate Highlands, Divisions Number Three and Number Four, Homes Association, its successors and assigns.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Auditor of King County, Washington.

Article III: Membership

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Trustees until such assessment has been paid. Such rights of a member may also be suspended after notice for a period not to exceed 180 days for violation of any rules and regulations established by the Board of Trustees governing the use of the Common Area and facilities. A

hearing may be called concerning said suspension at the request of the member involved or the Board of Trustees and will take place within one week of notice of said suspension.

Article IV: Property Rights; Rights of Enjoyment

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the Secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

Section 2. Irrespective of the fact that Section 1(b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall be exercised as to members only upon written approval of two-thirds (2/3) of the entire Class A membership.

Article V: Board of Trustees; Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of nine trustees, who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect three trustees for a term of one year, three trustees for a term of two years and three trustees for a term of three years; and at each annual meeting thereafter the members shall elect three trustees for a term of three years. The term of a trustee shall continue until his successor shall have been elected and qualified.

Section 3. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the Board and shall serve until the next general meeting, and at that time, the vacancy will be voted by the membership for the unexpired term of office.

Section 4. Compensation.¹ No trustee shall receive compensation from the Association except as provided herein:

- (a) No trustee shall receive compensation for any service s/he may perform as a trustee or officer, except that the Treasurer and Bookkeeper shall be paid at a fair rate, to be determined by a majority of a quorum of the trustees not including the trustee seeking compensation.
- (b) A trustee or officer may contract with the Association as an individual contractor to provide services, subject to the approval of a majority of a quorum of the trustees not including the trustee seeking compensation, but such services must be provided in a competent manner consistent with professional standards. However, such a contract may only be approved by the Board of Trustees for an amount up \$2,000 without seeking competitive bids. For any such services contract over \$2,000, the Association may contract with a trustee only if that trustee submitted the lowest of a minimum of three competitive bids.

¹ Amended February 13, 2018. Section text replaced in its entirety. Previous section text was as follows: No trustee shall receive compensation for any service he may perform as a trustee, or as an officer, however a trustee or officer may contract as an individual to the Association subject to approval of the majority of the membership. A trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

- (c) A trustee may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting. The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

Article VI: Meetings of Trustees

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two trustees, after not less than three days notice to each trustee.

Section 3. Quorum. A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII: Nomination and Election of Trustees

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be only one vote for each Lot held in a Class A membership. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VIII: Powers and Duties of the Board of Trustees

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Trustees to be vacant in the event such member, or his designated representative, shall be absent from three consecutive regular meetings of the Board of Trustees; and

- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board to Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to its members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided herein, and in the Declaration, to:
 - 1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and
 - 2) send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If an certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,
- (g) cause the Common Area to be maintained.

Article IX: Committees

Section 1. The Board of Trustees shall appoint an Architectural Control Committee (or Restrictions Committee) as provided in the Declaration, and a Nominating Committee as provided in the By-Laws. In addition, the Board of Trustees may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Recreation Committee which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;
- (c) A Publicity Committee which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Trustees, make such public releases and announcements as are in the best interests of the Association; and

- (d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8 (d). The Treasurer shall be an *ex officio* member of the committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, trustee or officer of the Association as is further concerned with the matter presented.

Article X: Meetings of Members

Section 1.² Annual Meetings. The annual meeting of the members shall be held every February on a date to be determined by the Board of Trustees, at 7:00 o'clock, P.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article XI: Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary and a treasurer, and such other offices as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

² Amended February 13, 2018. Section text replaced in its entirety. Previous section text was as follows: The annual meeting of the members shall be held the second Tuesday of February at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year and until their successors respectively are elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) **President.**³ The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer.**⁴ The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; in lieu of the President, can co-sign all checks of the Association; shall co-sign all promissory notes of the Association; shall keep proper books of account, in coordination with the Bookkeeper; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

³ Amended February 13, 2018. Subsection text replaced in its entirety. Previous section text was as follows: The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

⁴ Amended February 13, 2018. Subsection text replaced in its entirety. Previous section text was as follows: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be present to the membership at its regular annual meeting, and deliver a copy of each to the members.

- (e) Bookkeeper.⁵ The Bookkeeper shall disburse all monies of the Association as directed by resolution of the Board of Trustees; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall, in coordination with the Treasurer, ensure that an annual audit of the Association books is conducted by a public accountant and shall facilitate such an audit by providing requested documents and information; and shall, in coordination with the Treasurer, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Article XII: Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the calendar year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment on all lots conveyed by Declarant to purchasers shall be Eighty-four Dollars (\$84.00) per Lot. The maximum annual assessment on all lots owned by Declarant shall be Twelve Dollars (\$12.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, DC) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

⁵ Subsection (e) added February 13, 2018

- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds of the votes of each class of members, who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except as provided in Section 3 above for lots owned or in which Declarant has an interest.

Section 6. Quorum for any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent of all the votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence on all Lots, subject to assessment, on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment as to payments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein:

- (a) all properties dedicated to and accepted by a local public authority,
- (b) the Common Area, and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington.

Article XIII Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XIV: Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: KINGSGATE HIGHLANDS, DIVISIONS NUMBER THREE AND NUMBER FOUR, HOMES ASSOCIATION.

Article XV: Amendments

Section 1. These By-Laws may be amended or repealed by the Board of Trustees subject to the power of the members to change or repeal such By-Laws and these By-Laws may be amended, at a regular or special meeting of the members, by a majority vote of a quorum of members present in person or by proxy, except that the Federal House Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By- Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Article XVI: Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Article XVII: Enforcement of Covenants, Conditions, and Restrictions

Section 1. Authority Reserved to Association and to Each Owner. The enforcement policy and procedures created by this Article are a general approach. They exist to advance the purpose of restoring compliance with the Covenants, Conditions, and Restrictions, and are not meant to impair the Association's ability to pursue this purpose. The Board retains whatever authority it otherwise has to employ any available means or remedy in pursuit of this purpose. These policies and procedures are also not meant to impair an Owner's ability to bring about compliance with the Covenants by another Owner. This Article reserves to each Owner the right of an Owner under Article XII Section 4 of the Declaration to enforce the Covenants directly against another Owner.

Section 2. Parking. The Board of Trustees will refrain from exercising its discretion to enforce the restriction contained within Article X, Section 4, of the Declaration, which prohibits the keeping or storing of vehicles (including buses and trailers of any description) used for private purposes

outside of any building on any residential lot, when a vehicle which would otherwise be in violation of the restriction meets all of the following conditions:

- (a) is properly licensed; and,
- (b) is in good operating condition; and,
- (c) is not dismantled; and,
- (d) is parked in accordance with all public laws and ordinances; and,
- (e) if it is a passenger car, van, minivan, pickup or light truck, sport utility vehicle, or motorcycle, is parked in the driveway or within an enclosed area of a side or rear yard, not visible from the street; and,
- (f) if it is a recreational vehicle, motor home, camper, or boat, is parked in an enclosed area of a side or rear yard, not visible from the street, and adjacent neighbors have been consulted and have expressed no objection to the parking of such vehicle.

Section 3. Signs. The Board of Trustees will refrain from exercising its discretion to enforce the restriction contained within Article X, Section 11, of the Declaration, which prohibits the erection or maintenance of any sign on any lot except for bona fide FOR SALE or FOR RENT signs, when a sign which would otherwise be in violation of the restriction meets all of the following conditions:

- (a) the sign advocates or opposes the election of a candidate for public office, or advocates or opposes the adoption of any initiative, levy, or other measure appearing on a public election ballot, provided that such sign
 - 1) is posted no more than 60 days prior to the election it is intended to influence; and,
 - 2) is removed no more than 10 days after the election it was intended to influence; and,
 - 3) is no more than 6 square feet in size; or
- (b) the sign advertises a garage sale, yard sale, or similar infrequent, non- commercial event to be held at the residence at which the sign is displayed, provided that such sign
 - 1) is posted no more than 3 days prior to the beginning of such sale; and,
 - 2) is removed no later than 10:00 p.m. of the last day of such sale; and,
 - 3) is no more than 6 square feet in size; and,
 - 4) is posted at a residence which has had no more than two (2) such sales within the preceding twelve (12) months; and
 - 5) advertises a sale which is no more than three consecutive days in duration.

Section 4. Home Occupations. The Board of Trustees will refrain from exercising its discretion to enforce the restriction contained within Article X, Section 4, of the Declaration, which prohibits the conducting or carrying on of any trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind upon any residential lot or within any building located in this subdivision, when such trade, craft, business, profession, enterprise, or activity (hereinafter known as "occupation") which would otherwise be in violation of the restriction meets all of the following conditions:

- (a) the occupation is operated in accordance with section 21.08.030 (L) of the Code of King County; and,
- (b) the occupation is properly licensed by King County and all other applicable government agencies; and,
- (c) to the extent required by the Code of King County, necessary zoning variances are obtained and maintained; and,
- (d) the occupation involves only persons who reside in the residence, and no non- resident employees come to the residence; and,
- (e) the occupation does not involve selling any items to persons who come to the residence; and,
- (f) the occupation does not involve group instruction or group assembly of people in the residence or on the residential lot; and,
- (g) the occupation is conducted entirely within the enclosed living area of the residence; and,
- (h) any products, materials, or machinery used in the occupation, and the business activities of occupation itself, are not visible to casual observers outside the residence; and,
- (i) the occupation does not increase the number of vehicles which drive on subdivision streets or park either on the street or off the street; and,
- (j) the occupation does not require delivery or pickup of materials using vehicles larger than a passenger car, van, minivan, or pickup truck; and,
- (k) the equipment used in the occupation is of the kind normally used in private homes, is not special commercial equipment or large power tools, nor requires special power sources; and,
- (l) no signs are posted on the lot to advertise the presence of the occupation; and,
- (m) no more than twenty per-cent (20%) of the interior heated square footage of the residence is used for the occupation; and,
- (n) the occupation does not generate noise, vibrations, smoke, dust, odors, heat, light, or other annoyances or disturbances beyond what is normally and customarily found in a residential area; and,
- (o) no more than one vehicle used in the business is parked at the residence, such vehicle being no larger than a passenger car, van, minivan, pickup or light truck, or sport utility vehicle, and, if such vehicle is marked with advertisement for the occupation, it is parked in the garage, side yard, or rear yard and not visible from the street; and,
- (p) the occupation does not involve the breeding of animals of any kind; and,
- (q) if the occupation involves child or senior day care, it is operated in accordance with section 21.08.030 (K) of the Code of King County.

Section 5.⁶ Chickens. The Board of Trustees will refrain from exercising its discretion to enforce

⁶ Section added September 15th, 2019

the restriction contained within Article X, Section 10, of the Declaration, which among other things prohibits the raising, breeding, or keeping of poultry, when a Lot has a maximum of three (3) domestic female chickens (hens) that would otherwise be in violation of the restriction and meets all of the following conditions:

- (a) The homeowner applies to the Board of Trustees for a backyard hen permit by submitting a complete application and application fee. The application fee will be \$100, which may be increased as necessary to cover increased mailing and administrative costs. After receiving an application, the Board will conduct a public hearing on the application. Prior to the hearing, the Board will provide at least 30 days prior written notice of the application to all adjacent properties. The Owners receiving notice of the proposed backyard chicken use shall have 30 days from the date of mailing in which to submit to the Board written comments or objections with respect to the application. The application hearing will not be held until at least 30 days from the notice. The permit will be denied outright if more than one adjacent property owner objects. The first permit issued to an Owner is valid for only one (1) year. Following the initial year, the Owner has no right to keep or maintain hens without obtaining a subsequent permit. Permits are subject to renewal following another public hearing prior to the date the permit is set to expire. This approach will allow the Board and homeowners the opportunity to revisit the issue and determine whether the use creates any problems that warrant discontinuance. If the permit is renewed, the Board may renew the permit for up to five (5) years based on the lack of any problems reported by neighbors.
- (b) Hens are utilized for personal egg production or as pets;
- (c) A humane and properly constructed hen house, with at least two (2) feet of grade level ground clearance shall be provided. The structure must include solid, secure sides, including a solid top, that maintain confinement and prevent entry of predatory animals such as foxes or hawks. Exterior surfaces, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, and maintained with sufficient frequency to prevent deterioration. Enclosure must provide access for proper cleaning and maintenance. It must provide protection from extreme temperatures, including but not limited to insulation, ventilation and drainage. Hen houses must include laying boxes of a minimum surface of fourteen (14) inches by fourteen (14) inches per chicken and must be regularly bedded with sawdust, straw, or like material. All enclosures, including but not limited to structures and fencing, shall be constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. All hen houses must be properly maintained in a safe, clean, sanitary, and substantial condition that poses no health threat to the chickens or citizens and does not create a public nuisance.
- (d) All hen houses shall be a minimum of five (5) feet away from any adjoining property line. All structures, fencing, and hens must be located in the rear or side yards of the dwelling, except that mobile structures (chicken tractors) may be anywhere within a fenced yard.
- (e) All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them. All stored food must be kept in covered metal containers;
- (f) Disposal of Chicken Waste/Manure: Waste products (manure) generated from the raising of chickens shall be placed in the roll out container for compost/yard waste.
- (g) All hens shall be contained, at all times, within a fence of at least four (4) feet high. Each hen shall have a minimum of four (4) square feet of range area a majority of the day. The range area must be well drained so there is no accumulation of moisture. Hens may forage or roam freely anywhere within a fenced yard on the side or rear of the house, but

adequate measures must be taken to provide safety for the fowl and prevent them from straying onto adjacent property.

(h) Male chickens (roosters) are prohibited.

(i) The use is operated in accordance with Section 115.20(3)(a) of the Kirkland Zoning Code and any other ordinance of the City of Kirkland regulating the keeping of animals.

Section 6. Enforcement by Levying of Fines. In addition to the enforcement powers established in Article XII Section 4 of the Declaration and the power to suspend voting rights and right to use of the recreational facilities provided in Article V Section 1 of the Declaration, and in accordance with Washington State Law (RCW 64.38.020(11)), the Board of Trustees shall have the power, by a two-thirds vote of the whole Board, to enforce all covenants, conditions, and restrictions imposed by the Declaration, and to enforce the published by-laws, rules and regulations of the Association, by the levying of fines upon the Owner of any Lot found to be not in compliance therewith or whose family members, guests, residents, or tenants are found not to be in compliance therewith.

- (a) The Board of Trustees shall give notice of violation to the Owner in writing either by personal delivery or by sending the same by prepaid United States registered mail addressed to the record Owner or Owners at the street address of the Lot. Notice by registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of forty-eight hours after the time of mailing, and the name and address of the person or persons to whom such notice was mailed shall be conclusive, but not the exclusive means of, proof of such fact. Such notice shall include a description of the violation, the specific section of the Declaration, By-Laws, or Rules violated, the actions required to correct the violation, the amount of fine applicable to the violation, the date by which the violation may be corrected for the fine to be suspended, an explanation of the right to a fair hearing, and the date and time at which a hearing, if requested, would be held.
- (b) Upon receipt of the notice of violation, the Owner shall have fifteen days in which to either correct the violation and report the correction to the Board of Trustees for verification, or request a hearing. If the violation is neither corrected nor a hearing requested within fifteen days of the notice of violation, fines shall become due and payable, effective at the date of the notice of violation, according to the schedule below.
- (c) If the Owner requests a hearing, fines shall be suspended pending the outcome of the hearing, and the hearing shall be held at the date and time scheduled. At the hearing, the Owner, members of the Board of Trustees, and other Members shall have the right and opportunity to present evidence and argument regarding the alleged violation, and each shall have the right to ask questions of each other and any witnesses. The hearing may be recessed and reconvened as required for gathering of additional information, or for any other purpose, at the discretion of the President. Upon the conclusion of the hearing or as soon thereafter as reasonably possible, the Board of Trustees shall vote to either vacate or uphold the notice of violation, and the Board shall give notice of its decision in writing in the same manner as a notice of violation. If the violation is upheld, the Board may impose a fine as a result of any violation or violations which have occurred through the date of the hearing in an amount not to exceed two hundred dollars, and additional fines shall become due and payable according to the schedule below until the violation is corrected.
- (d) Fines for specific offenses shall be levied according to the following schedule.

Type of Violation	Where Defined	Fine
Architectural control or occupancy	Declaration Article VIII; Article X Sections 1, 2, 3, 5, 6, 7, 8, and 12; Article XI	\$25
Operating a Business	Declaration Article X Section 4, By-Laws, Article XVII Section 3	\$50
Parking	Declaration Article X Section 4; By-Laws, Article XVII Section 1	\$10 for each vehicle
Annoyance or Nuisance (e.g. Excessive Noise)	Declaration Article X Section 4	\$10
Accumulation of Debris	Declaration Article X Section 4	\$10
Landscaping and fences	Declaration Article X Section 9	\$10
Unpermitted animals	Declaration Article X Section 10	\$10 for each animal
Signs	Declaration Article X Section 11; By-Laws, Article XVII Section 2	\$10 for each sign
Park and Pool Rules	Resolutions of the Association; Homeowner's Guide	\$50
Other violations	Anywhere in the governing documents	\$10

- (e) Each day upon which a violation continues shall incur an additional fine, in the amount stated in the above schedule, for the first thirty consecutive days of the violation. From the thirty-first day and thereafter, the fine imposed per day shall be double the amount shown in the above schedule. If a violation, once corrected, is subsequently repeated by the same Owner, the doubling of fines under this subsection shall commence immediately upon fines becoming due and payable.
- (f) Fines levied will be billed and collected in the same manner as assessments. Fines levied, together with such interest thereof and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such fine is made. Each such fine, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the fine was levied. The personal obligation shall not pass to his successors in title unless expressly assumed by them.
- (g) Fines levied under this section shall not be considered annual or special assessments and shall not be subject to the uniformity requirement of Article VI Section 5 of the Declaration.

- (h) The levying of fines is in addition to, and not in replacement of, other remedies available to the Association under the Declaration, these By-Laws, or by law, including, but not limited to, the commencement of legal proceedings to enjoin further violations and to collect any unpaid fines, and the suspension of voting rights and right to use of the recreational facilities. Fines may continue to be assessed during the pendency of such legal proceedings or suspensions.

Section 7. Determination of Non-Enforcement by Board. The Board of Trustees shall have the power, by two-thirds vote of the whole Board, to state its determination to not enforce any of the restrictions specified in Articles VIII, X, and XI of the Declaration and to any By-Laws or Rules of the Association, in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship, provided the following conditions are met:

- (a) If the Determination of Non-Enforcement by Board ("Determination") will necessitate deviation from, or modification of, a property use restriction that would otherwise be applicable under the Declaration, the Board must conduct a public hearing on the proposed Determination after giving at least 30 days prior written notice to all Owners of property adjacent to the subject Lot. The Owners receiving notice of the proposed Determination shall have 30 days in which to submit to the Board written comments or objections with respect to the Determination. No decision shall be made with respect to the proposed Determination until the 30-day comment period has expired.
- (b) The Board must make a good faith written determination that:
 - 1. the requested Determination does not constitute a material deviation from the overall plan and scheme of development within the Properties or from any restriction contained in the Declaration, By-Laws, or Rules or that the proposal allows the objectives of the violated requirements to be substantially achieved despite noncompliance; or
 - 2. that the Determination, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot, Common Area or Owner within the Properties.

A Determination issued under this section constitutes a binding commitment by the Association to not enforce the specified restriction, by-law, or rule upon the subject Lot, subject to any conditions contained within the Determination. However, a Determination does *not* impair any Owner's ability under Article XII Section 4 of the Declaration to enforce the Covenants directly against the Owner of the Lot that is the subject of a Determination. A Determination shall be recorded upon the permanent records of the Association, shall run with the real property, and may not be withdrawn except upon written request of the Owner of the Lot upon which the Determination was granted, such withdraw being accepted by a majority vote of the Board. Approval by the Board of a Determination for one Lot does not constitute an obligation upon the Board to approve a similar Determination upon any other Lot. Pending consideration of a Determination does not suspend the enforcement process for an existing violation.

Section 8. Definition of "Annoyance or Nuisance to the Neighborhood". Article X, Section 4 of the Declaration of Covenants, Conditions and Restrictions prohibits anything from being done on any lot "which may be or may become an annoyance or nuisance to the neighborhood." The following conditions are declared to be an annoyance or nuisance to the neighborhood:

- (a) grass taller than six inches;
- (b) weeds that have grown to the point of releasing seeds that may be spread by the wind to other lots;

- (c) shrubbery or tree branches that extend over any roadway or sidewalk at a height less than eight feet above the roadway or sidewalk;
- (d) ivy, blackberries, or other invasive plant species that have grown beyond the lot boundaries onto adjacent lots;
- (e) dead trees or shrubs;
- (f) trees that are diseased, leaning dangerously, or otherwise threatening to buildings or property.

The list above does not limit the discretion of the Board of Trustees to declare certain conditions or actions as an annoyance or nuisance. Additional conditions or actions may be deemed an annoyance or nuisance to the neighborhood at the discretion of the Board of Trustees.

Appendix 4:
Pool Rules

Kingsgate 3 & 4 Pool Rules

1. Admittance to the pool is restricted to members in good standing of Kingsgate Highlands Divisions 3 & 4 Homes Association, and their guests.
2. All persons entering the pool must check in at the desk and give their name and lot number. Guest must also give an emergency contact telephone number.
3. No glass, sharp-pointed, breakable, or other dangerous objects are permitted in the pool area.
4. Any child in the wading area must be accompanied by an adult. No other persons are allowed in this area.
5. Any child 8 years of age or younger who cannot swim at least one length of the pool must be accompanied by an adult or person considered competent by the pool staff.
6. Conduct of a disorderly nature, including abusive language, will not be permitted.
7. Admission will be refused to any person with an infectious disease, open sore, or wound. All bandages must be removed.
8. State Law requires that all people using the pool must take a full shower (hair included) with soap and water before entering the pool.
9. No metal hair clips, baby oil, or tanning oil while in the pool.
10. No pets allowed in the pool area.
11. No alcoholic beverages or smoking allowed in the pool area.
12. No swimming in street clothes permitted (including cut-off shorts, halter tops, etc.). Clean T-shirts and lightweight shorts may be worn over swimsuits at lifeguard discretion.
13. Non-potty-trained swimmers must wear swim diapers; no regular disposable or cloth diapers are permitted in the pool, and non-potty trained swimmers may not enter the pool without a diaper.
14. No running on the decks or walkways in the pool area.
15. No water toys or floatation devices are to be used without permission from the pool staff.
16. Children requiring floatation devices (rings, water-wings, etc.) must be within arm's length of an adult supervisor who is in the water.
17. No loud playing of tape decks or radios.
18. Lifeguards have the right to refuse pool use to any patron who disrupts a safe pool environment.
19. Adult swim time is for adults only. The baby pool is not open at that time. Children are not to be in the pool area during adult swim.
20. Family swim time is set aside for immediate families only. Please do not bring in all the neighborhood kids posing as your family.

21. The occupant of the Kingsgate property is assumed to have all park and pool privileges in rental situations unless the renter has been removed from the privileges list and replaced by the homeowner. It is the responsibility of the homeowner to notify the Board of this decision, in writing.
22. Pool hours will be posted at the pool and published in the Association newsletter before each swimming season. The hours are subject to change, such as to accommodate swim meets and other special events.

Appendix 5:
Park Rules

Kingsgate 3 & 4 Park Rules

1. Park hours are 6:00 a.m. to 10:00 p.m. unless a scheduled activity has been approved by the Board of Trustees. Unapproved after-hours activities are subject to prosecution under trespass laws.
2. Use of the park is limited to members in good standing, their immediate families, and authorized guests.
3. Organized team practices are not allowed in the park in order to keep it open for casual use.
4. Members are responsible for their families and guests while in the park.
5. No dogs are allowed in the park whether leashed or unleashed. No horses or other large animals are allowed in the park.
6. No firearms or other dangerous weapons are allowed in the park.
7. Conduct of a criminal or disorderly nature including abusive language, or conduct that restricts the enjoyment of others using the park is prohibited.
8. The use of hard balls in the park is prohibited.
9. Climbing is restricted to those items of playground equipment which were designed for climbing.
10. Misuse of the park and playground equipment is not permitted.
11. Motorized vehicles are restricted from the park unless authorized by the Board.
12. Bicycles are restricted to the paved areas of the park.
13. No fireworks in the park.
14. The gazebo area can be reserved by members in good standing for groups of 75 or less. Call the park scheduler to reserve (see the Contact Us page); if you need to cancel your party, please call at least 24 hours in advance. The reserving member must be present during the party. Guests must obey all of the park rules. Parties may use the baseball field, horseshoes, volleyball equipment, and other equipment available for checkout from the pool house. Use of the pool is not included; regular pool rules and guest fees apply (see the Pool Rules below). Gazebo users, including those who did not formally reserve the area, are expected to pick up trash from all areas used by their party, empty small trash cans into the dumpster, sweep the gazebo, clean the tabletops and benches, and return all borrowed equipment to the lifeguards. Failure to clean may result in a \$50 cleaning fee payable by the reserving member.
15. No alcohol allowed to minors in the park.
16. No smoking or other use of tobacco products in the park.

Any violation of the rules and regulations submitted in writing to the Board of Trustees and signed by one or more members may result in the suspension of the violator's privileges to use park facilities.

Violators will be notified of the date and time of a hearing.

- First violation: Two week suspension.
- Second violation: One month suspension.
- Third and subsequent violations: Six month suspension.

Malicious damage or the destruction of common property may also result in suspension plus liability to reimburse the Association for damages.