

BY-LAWS
OF
KENSINGTON HOMEOWNERS ASSOCIATION

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BY-LAWS OF
KENSINGTON ASSOCIATION OF HOMEOWNERS

ARTICLE I
NAME AND LOCATION

The name of the corporation is the KENSINGTON ASSOCIATION hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1215 120th Ave NE, Bellevue, WA 98005, but meetings of members and directors may be held at such places within the State of Washington, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

- SECTION 1. "Association" shall mean and refer to the KENSINGTON HOMEOWNERS ASSOCIATION, its successors and assigns.
- SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owner.
- SECTION 4. "Common Maintenance Area" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association.
- SECTION 5. "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.
- 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 merely as security for the performance of an obligation.

- SECTION 7. "Declarant" shall mean and refer to BURNSTEAD CONSTRUCTION CO, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- SECTION 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of King County Records.
- SECTION 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III ASSOCIATION MEETINGS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, 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 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all 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, not less than 10 days nor more than 50 days before such meetings 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, except as to annual and regular meetings of the Association. 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.

Notice to Members in paper (written) transmission is effective only with respect to Members who have explicitly requested to receive these, in accordance with the Association's Electronic Notice and Voting Policy.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the Association's records, with postage prepaid.

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 Declarations, or these By-Laws.

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.

Section 6. Conduct of Meetings. The President shall preside overall meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

Section 7. Telephonic Participation. One or more Members may participate in and vote during any regular or special meeting of the Members by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Members so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Members.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. A Board of Directors shall manage the affairs of the Association. The Board of Directors shall consist of three (3) members. The number of Directors shall be fixed by these By-laws and may be increased or decreased from time to time in the manner specified herein. The initial Board of Directors shall consist of three (3) members.

Section 2. First Election meeting of the Board of Directors. When the Class B membership converts to Class A membership, as provided in the Declaration, there shall be an election of the Board of Directors by the Class A membership. At the discretion of the initial appointed Board of Directors, the first election shall take place during the annual meeting that follows the conversion of Class B memberships to herein. After the first election of the Board of Directors, all subsequent elections shall be held during the annual meetings of the membership.

Class A memberships or the Board may call a special meeting of the membership, subject to appropriate notification procedures detailed herein. After the first election of the board of Directors, all subsequent elections shall be held during the annual meetings of the membership.

Section 3. Term of Office. At the first election of the Board of Directors, the members shall elect one (1) Director for a term of one (1) year, one Director for a term of two (2) years, and one (1) Director for a term of three (3) years, and at each annual meeting thereafter, the members shall elect one (1) Director for a term of three (3) years. In the event that the first election is held during a special meeting separate from the annual meeting, the interim period between the election meeting and the subsequent annual meeting shall be considered as one (1) year of the elected term of office.

Section 4. Removal. Any director 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 director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors 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 directors. Any action so approved shall have the same affect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. A Nomination Committee shall make nomination for election to the Board of Directors. 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 Directors, and two or more members of the Association. The Nomination Committee shall be appointed by the Board of Directors 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 and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors 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 Directors 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. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held 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 Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII
BOWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. 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) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which the Association shall in default in the payment of any assessment levy such member. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall have unexcused absences from three (3) consecutive regular meetings of the Board of Directors; and

(e) 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 of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the 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 in the Declaration, to:

1. Recommend changes in the amount of the annual or monthly assessment against each lot to the members at regular or special meeting;

2. Send notice (electronically or by paper to those who have explicitly requested this) of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual or monthly assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(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. The Board for the issuance of these certificates may make a reasonable

charge. If a 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;

(g) Cause the Common Area and Common Maintenance Area to be maintained.

ARTICLE VIII 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 Directors, a secretary, and a treasurer, and such other officers 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 Directors following each annual meeting of the membership.

Section 3. Term. The Board shall elect the officers of the Association annually and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointment. 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 giving written notice to the Board, the

president or the secretary. Such resignation shall take effect in the date if the 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 by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold the offices of secretary and treasurer. 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:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

Vice-President

(b) The vice-president shall act in the place and instead 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; 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.

Treasurer

(d) The treasurer or his delegate shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by the resolution of the Board of Directors; 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 presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X 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 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 XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Such assessment may be paid on a monthly basis as determined by the Board of Directors. Any assessments, which are not

paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 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, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escapes liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI ASSESSMENTS

Section 1. These By-Laws may ne amended, at a regular or special meeting of the members, by a vote of a majority off a quorum of members present in person or by proxy.

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 XIII INDEMNIFICATION

To the full extent permitted by the Washington Non-profit Corporation Act, each member of the Board of Directors, each member of the Corporation Committee, each officer of the Corporation, shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonable incurred by or imposed in connection with any preceding that he may be a party, or which he may become involved, by reason of holding or having held such position or any settlement thereof, whether or not he holds such position at the time such expenses and liabilities are incurred, except to the extent that such expenses and liabilities are covered by insurance an8 acceptance in such places wherein such person is adjudged guilty of misfeasance in performance of his duties; provided, that in event of a settlement, the indemnification shall apply only when the Board of Directors

approves such settlement and reimbursement as being in the best interest of the Corporation.

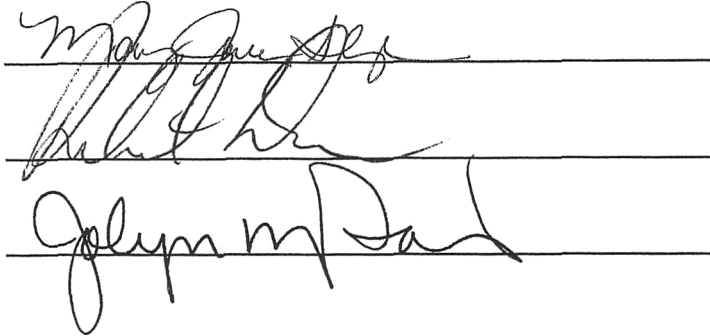
ARTICLE XIV
MISCELLANEOUS

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.

IN WITNESS WHEREOF, we being all of the Directors of the KENSINGTON HOMEOWNERS ASSOCIATION have hereunto set our hands this

HOMEOWNERS

23rd day of Nov, 2001



STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 23 day of Nov, 2001, before me, the undersigned, Robert Davis Notary Public, personally Robert Davis, John Davis, Mary Davis appeared to me the within instrument

known to be the individual who executed the within instrument, and acknowledged to me that Robert Davis, John Davis, Mary Davis signed and sealed the ~~same as~~ free and voluntary act and deed for the uses and purposes therein mentioned.

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


Notary Public in and for the State of Washington, residing at Bellevue.
My commission expires: 8-15-03

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE PLAT OF KENSINGTON

THIS DECLARATION, made this 6th day of September, 2001, by BURNSTEAD CONSTRUCTION COMPANY, a Washington Corporation, hereinafter called "Developer",

WITNESSETH


WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants and Restrictions which is recorded under Auditor's File No. 20010309000982 records of King County, Washington with respect to certain real property described therein; and

WHEREAS, Article III, Section 13 should now read. No fence, or wall shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall. Fences and walls which are less than 43" in height and designed as part of the landscape plan may be constructed within the property setback lines. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee). No fence, wall, or other obstruction shall be permitted to intrude into the buffer zones. All fences must be approved by the Architectural Control Committee Review Board. All fences to be built shall be the same color and design as the fences constructed by the Declarant unless otherwise approved by the Architectural Control Committee Review Board. All fences shall comply with Redmond Codes as written now or hereafter amended in accordance with CDG 20C.70.30- 020(1), fences are prohibited within the 75-foot building setback from Redmond-Woodinville Road. In accordance with CDG 20C.70.30-020(2), accessory structures are prohibited within 50-foot building setback from NE 116th Street with the exception of non-sight-obscuring fences (such as post and rail) and improvements less than 30 inches in height (such as patios). These improvements are allowed up to 25 feet into the setback. These setbacks shall be measured from the proposed right-of-way for NE 116th Street and Redmond-Woodinville Road.

NOW, THEREFORE, the Developer hereby declares that Kensington recorded in Volume 198 of Plats, Pages 46 — 55, records of King County, Washington, Lots 1 — 121 shall be held, sold and conveyed subject to the covenants and restrictions and the addition thereto recorded under King County Auditor's File No. 20010309000982.

IN WITNESS WHEREOF, the Developer has executed this instrument this 6th day of September 2001.

BURNSTEAD CONSTRUCTION CO.

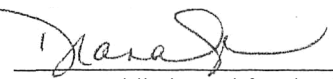

Mary Jane Slye, President

STATE OF
WASHINGTON)
COUNTY OF KING) ss.
)

On this day of September 2003, before me, the undersigned, a notary public in and for the State of Washington, personally appeared MARY JANE SLYE, President of Burnstead Construction Co., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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




Notary Public, and for the State of Washington,
residing at Bellevue

My appointment expires 8-25-03