

Pioneer Park Protective Association
P. O. Box 504
Langley, WA 98260

**DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
BY-LAWS
ARTICLES**

**AMENDED RESTRICTIONS
PIONEER PARK
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

Auditor's File No. 251087
Amended- Auditor's File No. 269685

KNOW ALL MEN BY THESE PRESENTS that KENNETH A. BRYDGES and BARBARA W. BRYDGES, husband and wife, hereinafter referred to as "Declarants", do hereby declare as follows:

WHEREAS, Declarants are contract purchasers of certain real property located in the County of Island, State of Washington, towit:

The East half of the Southeast quarter and that portion of the South half of the Northeast quarter lying Southerly of Secondary State Highway 525, as conveyed to the State of Washington by deed dated December 28, 1957, and recorded as Auditor's File No. 112482, in Section 17, Township 29 North, Range 3 East W.M. Situate in the County of Island, State of Washington; which shall be hereinafter referred to as PIONEER PARK and the East 1/2 of the Northeast 1/4 of Section 20, Township 29 North, Range 3, E.W.M.

WHEREAS, Declarants desire to subject said property to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof; and shall apply to and bind the successors in interest, and any future owners thereof, this Declarant of Covenants and Restrictions being for the purpose of keeping said property desirable, wooded and natural as hereinafter specified; and

WHEREAS, the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Pioneer Part Protective Association, its successors and assigns, a nonprofit corporation organized under the laws of the State of Washington; now, therefore,

DECLARANTS HEREBY DECLARE that the above described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarants, or their successors or assigns, may from time to time, subject additional real property

owned or hereafter acquired by them contiguous to any of the said property above described, to the restrictions, covenants, conditions, reservations, easements, liens and charges herein set forth by appropriate reference hereto. This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

**ARTICLE I
GENERAL PURPOSE OF CONDITIONS.**

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to protect the owners of tracts against improper use of said property: to preserve, so far as practicable, the natural beauty of said property; to secure and maintain proper setbacks from roads, and adequate free spaces between the structures, and in general to assure the owners, their heirs or assigns, that the entire property included in Pioneer Park will remain secluded, peaceful and park-like in nature.

**ARTICLE II
Covenants and Restrictions.**

1. LAND USE: All tracts of the said property shall be used only as herein set forth or zoned, and such designated usage can be changed only by the approval of Pioneer Park Protective Association, as provided in the Articles of Incorporation and By-Laws of said .Corporation. All tracts shall be used for rural and residential purposes only, except as referred to in Article VI, and except that nothing contained in this Declaration shall be construed to prevent any of Declarants from erecting and maintaining, or authorizing the erection and maintenance of structure and signs for the development arid sale of said property while the same or any part thereof is owned by Declarants.

2. ARCHITECTURAL CONTROL. No permanent building, mobile home, or structure shall be placed or erected upon any tract or parcel of said property which does not conform to Island County Building, Zoning and Platting Ordinances or Regulations, and the requirements of the Pioneer Park Protective Association. The work of construction of all buildings and structures and improvements shall be prosecuted diligently from commencement of construction until exteriors of such buildings and structures are completed and painted (including skirting on mobile homes) or otherwise suitably finished and within one year of commencement.

3. BUILDING SIZE LIMITATIONS. None

4. BUILDING LOCATION. Since the tracts in Pioneer Park are of approximately five acres in size, all buildings shall be placed at least 150 feet from the centerline of any road easement as shown on the map of Pioneer Park dated May 20, 1972, as prepared by H.L. Morgan, Further, all buildings of a permanent or temporary nature shall be screened from all roads and highways by use of existing topography, trees, or plantings so that they are hidden (or at least unobtrusive) from the road easements and state highways. No building is to be placed closer than 50 feet from the side or rear boundary lines. On those tracts on which there is more than one road easement, buildings shall be set back at least 150 feet from each road easement. The front of any tract is defined as that which fronts on a road easement. However, said Association may reduce the amount of the setback required for Tracts 2,3,4,5 and 6 as shown on said map, upon application by the owner thereof upon good cause shown. Said Association shall require as great a setback as is reasonably practicable considering the topography of the property, the available building sites and roadway locations. Each of said tracts shall be entitled to at least one building site.

5. TRACT SIZES AND SUBDIVISION. To maintain a continuing park-like atmosphere, no parcel may be subdivided, platted, short platted, nor sold nor leased nor conveyed in any manner whereby the size of the parcel is less than the size as originally shown on the said map of Pioneer Park.

6. CUTS AND FILLS AND UTILITY, SEWERAGE AND DRAINAGE EASEMENTS. The right is reserved to construct and maintain public utilities on the front 35 feet of each tract as measured from the centerline of the road easement, including the sides of corner tracts fronting on a street, or road easement, either above or below ground and to make all necessary slopes for cuts or fills upon the tracts shown on the map of Pioneer Park in the original grading of said streets or roads, together with the right to drain all streets or roads over or across any tracts where water may take a natural course. No change in the natural drainage shall be made by any tract owner without prior approval from the Pioneer Park Protective Association. The right is reserved to enter upon the easements mentioned above to trim trees where necessary for the installation and maintenance of overhead utilities, which right may be exercised by the Power Company, the Telephone Company, and other agencies responsible for the maintenance of overhead utilities.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done

thereon which may be or become an annoyance or nuisance to the neighborhood.

8. ABANDONED VEHICLES. No abandoned or unworkable appliances, vehicles or other junk shall be allowed to remain on any of said property in an unsightly condition whereby it might be seen from the highway, from a road easement, or from a neighboring property.

9. SPRAYING. Any use of poisonous sprays, insecticides or herbicides shall be specifically prohibited unless SPECIFIC WRITTEN APPROVAL THEREFOR IS GRANTED BY THE PIONEER PARK PROTECTIVE ASSOCIATION. However, the Protective Association will not issue any written approval for the use of any poisonous sprays, insecticide or herbicide whereby it could in any way affect any tract other than the tract for which permission is granted, either through air borne or ground water dissemination. The burden of proof as to the harmlessness of the proposed poison and/or its effect on the user's or neighbor's property shall rest with the proposed user of said poison.

10. REFUSE. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers in a location approved by the Pioneer Park Protective Association. All incinerators or other equipment for the disposal of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the Pioneer Park Protective Association. However, compost piles, if handled in an orderly fashion, are specifically approved.

11. PRESERVATION OF TREES. To protect and preserve the trees, the terrain and the general over-all appearance of the area, no trees, shubbery, and/or natural growth shall be cut or removed with the following exceptions:

- a. For safety, where trees are endangering buildings.
- b. For clearing for driveway, building area, or garden spot.
- c. To produce a better and more park-like growth of remaining trees by selectively removing dead, diseased, broken or crowded trees. Any owner or contract purchaser wishing to remove trees must first obtain written approval from the Pioneer Park Protective Association with the exception of alder, which may be cut for firewood without permission.

12. SEWERAGE SYSTEMS. No individual sewage disposal system shall

be permitted on any lot or upon any of the said property unless the system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the Island County Public Health authorities.

13. WELL SITE RESTRICTIONS. For the purpose of preventing contamination to the community well sites, no one shall construct, maintain or allow to be constructed or maintained within 200 feet of each community well site any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures and structures for the purpose of keeping or maintaining of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides, for so long as said well sites are or may be used as a source of domestic water supply.

14. SIGNS. NO sign of any kind shall be displayed to the public view on any tract without prior written approval of the Pioneer Park Protective Association.

15. LIVESTOCK. Livestock may be raised, bred or kept as long as they are kept within a fenced area, and are not allowed to become an annoyance to the neighbors and are not mistreated.

16. ROADS. All roads as shown on the map of Pioneer Park are private roads for the use and benefit of the members. The maintenance of said roads to be the responsibility of Pioneer Park Protective Association as provided for in By-Laws of said Corporation.

17. WATER SYSTEM. The well, well house, storage tank and water lines in Pioneer Park are to be owned by Pioneer Park Protective Association for the use and benefit of it's members. Maintenance of said system to be the responsibility of Pioneer Park Protective Association.

ARTICLE III

Pioneer Park Protective Association.

1. MEMBERSHIP. The owner of each tract of the said property shall be a member of Pioneer Park Protective Association. Each member shall be entitled to one vote only regardless of the number of lots owned by or held under contract of sale to him, and no more than one vote per membership shall be cast regardless of the

number of owners of the property to which it is appurtenant.

2. DUES AND ASSESSMENTS. For the purpose of maintaining the Association's roads and water system, it is hereby declared that all the tracts within the said property may be annually charged at a rate not to exceed \$10.00 per acre which ordinary annual charge may be referred to as annual dues. Specifically exempt are tracts retained by Declarants for purposes of sale. The annual dues shall be imposed only by the affirmative vote of a majority of the Board of Directors of the Association for each year after the initial year ending December 31, 1972. There will be no dues for 1972. Such annual dues, and the rate thereof, shall be fixed by the Board of Directors at its meeting held in conjunction with the annual meeting of the members of the Club to be held each year in May, and shall be due and payable on or before the first day of July succeeding, and if not then paid shall thereafter be delinquent and bear interest at the rate of 12% per annum; provided, that the annual dues can be increased to an amount in excess of \$10.00 per acre only by amendment of the By-Laws of Pioneer Park Protective Association in the manner prescribed therein. Upon becoming delinquent such dues shall constitute a lien upon the property against which the same was levied, and the Association may file within 120 days after said delinquency a statement of charges due in the office of the County Auditor of Island County. A release of said lien may be filed by the Association upon payment in full of said dues with interest and costs, disbursements, and attorney's fees incurred by the Association. Said lien may be enforced by the Association as may any lien on real property under the law; and if said lien is foreclosed, the tract owner shall be liable for the costs and disbursements, including reasonable attorney's fees, to the Association herein, all of which costs, disbursements and fees shall be secured by such lien. The purchasers of lots within the said property, by the acceptance of deeds therefor, whether from Declarants or subsequent owners of any of said property or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues, including interest, upon the tract or tracts purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.

ARTICLE IV **Definitions.**

Whenever used in this Declaration, the following terms shall have the meaning given them in this Article IV.

1. "Said Property" shall mean all the land as described on Page 1.

2. "Declarants" shall mean those Declarants signatory to this Declaration and their heirs, assigns and successors in interest so that it shall be clearly understood that such rights, privileges and options as are herein reserved to or established for the Declarants are subject to assignment and transfer by them to the extent of their individual interest therein, and are in no way to be deemed personal to them alone or terminable by their demise or by such transfer or assignment.

3. "Association" shall mean, Pioneer Park Protective Association, a Washington Non-Profit Corporation.

ARTICLE V
General Provisions.

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 30 years from the date of this declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all tracts within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or part.

2. Inspection. Authorized representatives of the Association are hereby authorized to inspect any and all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions.

3. Enforcement. The Association is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the Association fails to take appropriate action for the enforcement of the covenants and restrictions within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning or purchasing tracts within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such

enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in such enforcement proceedings whether in law or in equity shall have from his opponents such attorneys fees as the court may deem reasonable.

4. Non-Waiver of Breach of Right: The failure of any land owner or of the Association or of any Declarant to enforce any of these covenants and restrictions or any particular term or condition thereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action against such land owner, or Declarant, or the Association.

5. Severability. Invalidation of any one of these covenants and restrictions or any part thereof or any application thereof to any person or circumstance by judgment or court order shall in no wise effect any of the other covenants or restrictions or remaining parts thereof nor their application to other persons or circumstances, all of which shall remain in full force and effect.

6. Transfer of Rights. Declarants herein shall have the right to transfer at any time or from time to time all or any part of the rights, privileges and options of Declarants to the Association. Such transfer or transfers must be in writing and may be conditional or revocable by their terms.

7. Amendment of Declaration. This Declaration may be amended at any time by the affirmative vote of 100% of the members of the Association present at any annual meeting or at any special meeting specifically called for that purpose.

8. Minimum Requirements Only. The restrictions, covenants, conditions, reservations, easements, liens and charges hereinbefore set forth are to be construed as minimum requirements only. Each owner or contract purchaser or any other party owning an interest in any property subject to these conditions must also comply with the platting ordinances, resolutions and regulations of Island County, Washington as well as the restrictions, covenants, conditions, reservations, easements, liens and charges hereinbefore set forth.

ARTICLE VI
Removal of Material.

No fill dirt, gravel, top soil or sand may be removed from any tract except as follows:

1. Declarants may set aside areas by easement to provide gravel for the roads in Pioneer Park. These areas may be used for a period not to exceed three years from the date of this instrument. Upon completion of the removal of said material, the resulting excavation site must be leveled, cleaned up and planted with appropriate trees and shrubs. The responsibility for the leveling, clean-up and planting rests with Pioneer Properties Protective Association.

2. Since there appears to be black soil and peat in commercial quantities in the Northerly portions of those tracts fronting on State Highway 525, excavation and withdrawal of said black soil and peat may be made from those tracts under the following conditions:

a. The owner or his agent, must present a proposed plat to the Association which plan must set forth the following:

1. The area from which the soil and dirt is to be removed.
2. An approximation of the number of yards of material to be removed.
3. The location of all access routes to said area.
4. An indication of the amount of area that will be affected by the removal.
5. The proposed plans for the renovation of the area after the removal of said material.
6. The length of time during which the material may be removed.
7. The plans for relandscaping and replanting the area from which the material will be removed.
8. Assurance that the removal operation will conform to all County and state requirements.
9. That the roads used for the removal of the material will be maintained in good order at the expense of the owner. Said Association shall have the authority to approve or deny the application and its approval may be made on such terms and conditions as are consistent with good conservation practices. The Association may require a bond to be posted by the owner to insure his faithful performance of the conditions established by the Association.

No permit shall be issued unless adequate provisions have been made for the restoration of the area within three (3) years from the date of the commencement of excavation which restoration must restore the property as nearly as practicable to its original state.

IN WITNESS WHEREOF. DECLARANTS have hereunto set their hands and seals this 1st day of February, 1974.

Kenneth A. Brydges
Barbara W. Brydges

**BY-LAWS
FOR
PIONEER PARK PROTECTIVE ASSOCIATION**

Legal description of real property included in Pioneer Park Protective Association: The East half of the Southeast quarter and that portion of the South half of the Northeast quarter lying Southerly of Secondary State Highway 525, as conveyed to the State of Washington by deed dated December 28, 1957, and recorded as Auditor's File No. 112482, in Section 17, Township 29 North, Range 3 East W.M. Situate 'in the County of Island, State of Washington; which shall be hereinafter referred to as Pioneer Park and the East 1/2 of the Northeast 1/2 of Section 20, Township 29 North, Range 3, E.W.M.

**ARTICLE I
Registered Office**

The registered office of the Corporation in the State of Washington shall be in Langley, County of Island. It shall be within the discretion of the Board of Directors to establish such other office as it may deem necessary for the proper transaction of corporate business.

**ARTICLE II
Purposes**

Section 1. The Corporation shall be conducted as a non-profit, social and maintenance organization for the benefit of the members of this corporation.

Section 2. The purposes for which this Corporation has been created may be altered, modified, enlarged, or diminished by the vote of two-thirds of the members, at an annual meeting or at any special meeting duly called for that purpose.

**ARTICLE III
Membership**

Section 1. The membership of this Corporation shall consist of and be limited to the incorporator and the owners and purchasers of property as determined by the Board of Directors. The privileges and facilities of the Corporation may be extended to the spouse and children of a member and may be extended to guests, under such rules and regulations as the Board of Directors may prescribe.

Section 2. Membership shall be inseparably appurtenant to the tracts owned or being purchased by the members, and upon the transfer

of ownership or the making of a contract for the sale of any such tract, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee, and said ownership is not subject to the approval of the Board of Directors, or of the other members of said Corporation. No membership may be conveyed or transferred in any other way.

In the event of the death of a member, his membership shall pass in the same manner and to the same persons as does the real property itself.

Section 3. No membership shall be forfeited nor any member be expelled, except members may be temporarily suspended and their voting rights temporarily suspended during the period within which they may be billed by the corporation for regular dues which have been for more than SIXTY (60) days due and unpaid.

No member may withdraw except upon the transfer to title to, or upon contracting for the sale of, the tract to which his membership is appurtenant. No compensation shall be paid by the Corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Corporation.

ARTICLE IV Meetings

Section 1. Annual meetings of the members of the Corporation shall be held at the registered office of the Corporation or such other place as the Board of Directors, by a simple majority vote, may designate, on a date chosen by the Board of Directors.

Notice thereof shall be given by the Secretary in writing, postage prepaid by U. S . Mail to the address of each member appearing on the books of the Corporation, not less than ten nor more than fifty days prior to the date of the said meeting. At such meeting the members shall elect directors as herein provided and transact such other business as may properly come before them.

Section 2. Special meetings of the membership of the Corporation may be called from time to time at the discretion of the President or a majority of the Board of Directors, or by the Secretary upon receipt of written request therefor signed by members owning at least ten percent of the lots within the jurisdiction of the Corporation. Notice of a special meeting, stating the purposes thereof, shall be given by the Secretary to all members in the same manner as notice is given for the annual meeting, except that it shall be mailed no less than twenty nor more than fifty days prior to the date of said special meeting.

Section 3. At any meeting of the membership of the Corporation, those members present in person shall constitute a quorum. Each member so present shall be entitled to one (1) vote.

Section 4. Members shall be entitled to cast one (1) vote per membership and no more than one (1) vote shall be cast per membership regardless of the number of lots owned by a member, nor may one person hold more than one membership except temporarily as Executor or Administrator in probate proceedings, or as guardian. The vote for any membership owned by a single marital community may be cast by either spouse without presentation of authority from the other, but if both are present it shall be cast by only one partner.

ARTICLE V Management

Section 1. The business and property of the Corporation shall be managed by a Board of Directors. The number of Directors who shall manage the affairs of the Corporation shall not be less than three (3) nor more than nine (9).

Section 2. The Directors of the Corporation shall be elected by a majority vote of the membership of the Corporation at the Annual Meeting of the membership, which shall be the beginning of the Corporation year.

Section 3. The term of office of the Directors of the Corporation shall be for three (3) years or until his successor is elected.

Section 4. In the event a Director, other than an incorporator can no longer qualify as an owner or purchaser of any lot and ceases to be a member, he shall thereupon also automatically cease to be a Director and his office shall become vacant without the necessity of any act by the Board, which shall, nonetheless, record that fact upon the minutes of its next meeting.

Section 5. The Board of Directors of the Corporation shall hold one annual meeting and such special meetings as the Chairman of the Board of Directors shall deem necessary for the competent management of the affairs of the Corporation.

Section 6. Each member of the Board of Directors shall possess one vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. A majority of the members of the Board of Directors shall constitute a quorum.

Section 7. Any Director may be removed from office by a twothirds vote of the membership at its Annual Meeting or at any Special Meeting called for that purpose. Notice of the proposed removal of a Director must be given to said Director at least ten days prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director must state the cause for the proposed removal.

Section 8. Any vacancy occurring on the Board of Directors by reason of the death, resignation, or removal of a Director shall be filled by appointment by the majority of the Board of Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 9. At the annual meeting of the Board of Directors the members of the Board of Directors shall elect from their members the following officers: President, Vice-President, Secretary, and Treasurer. All such officers shall be members of the Corporation. The President of the Corporation shall be the Chairman of the Board of Directors.

Section 10. The Board of Directors shall do whatever may be necessary and proper for the enforcement of the provisions of the declarations of covenants and restrictions affecting the property subject to the jurisdiction of this Corporation.

Section 11. Members of the Board of Directors shall receive no compensation for their services to the Corporation, but shall be reimbursed by it for such reasonable expenses as they may necessarily incur in pursuance of the business of the Corporation.

ARTICLE VI

Duties of Officers

Section 1. **PRESIDENT.** The President and Chairman of the Board of Directors shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the Corporation; call such meetings of the membership as shall be deemed necessary, other than the annual meeting of the Membership; and perform such other duties usually inherent in such office.

Section 2. **VICE-PRESIDENT.** The Vice-President of the Board of Directors shall act for the President in his absence and perform such other acts as the President may direct.

Section 3. **SECRETARY.** It shall be the duty of the Secretary of the Board of Directors to keep all records of the Board of Directors and of the Corporation. He/she shall attest with his/her signature all

instruments executed on behalf of the Corporation, and to perform such other acts as the President may direct.

Section 4. TREASURER. The Treasurer of the Board of Directors shall receive and be accountable for all funds belonging to the Corporation; and pay all obligations incurred by the Corporation when payment is authorized by the President and the Secretary; maintain bank accounts in a depository designated by the Board of Directors; and render periodic financial reports.

ARTICLE VII Dues

Section 1. For the purpose of financing the activities of the Corporation, it is hereby declared that all the tracts within the jurisdiction of the Corporation shall be charged an amount as annual dues as follows:

A. Dues shall be established by the Board of Directors.

Section 2. No member or other parties shall tap into the Corporation water system without the prior written approval of the Board of Directors, or their designated agent, and said installation must be made in accordance with the terms and conditions as established by the Board of Directors or their designated agent to insure a satisfactory water connection.

Section 3. The annual non-user dues shall be due and payable on or before the last day of August. The user dues shall be due and payable on a monthly basis. Upon becoming delinquent such dues shall constitute a lien upon the tract or tracts against which they have been levied, and the Corporation may file within one hundred twenty (120) days after said delinquency a statement of said charges and a lien in the proper offices of Island County, Washington . A release of said lien shall be filed by the Corporation upon payment in full of said dues with interest and costs, disbursements and attorneys' fees incurred by the Corporation. Said lien may be enforced by the Corporation as may any lien on real property under the laws of the State of Washington; and if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements , including attorneys' fees, of the Corporation herein all of which costs, disbursements and fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues, whether by accepting the deed to or by executing a contract to purchase, a tract to which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section.

Section 4. In the event that any member of this Corporation fails for a period of sixty (60) days after billing to pay his dues, the Board of Directors will take appropriate measures as they deem necessary, up to and including a monthly penalty fee, discontinuing water and services to his property until such bill is paid, and/or to suspend voting privileges and membership, as herein above provided, until such bill is paid.

ARTICLE VIII
Amendments

Section 1. These By-Laws may be amended by the Board of directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the Directors present; subject to the power of the members to repeal such amendments.

Section 2. The Board of Directors shall not make or repeal such By-Laws fixing their qualifications or pay without the consent of the majority of the members present at any annual or special meeting properly called for that purpose.

Section 3. The Board of Directors shall not increase the annual dues without the consent of the majority of the members at any annual meeting or special meeting properly called for that purpose.

The within and foregoing By-Laws of Pioneer Park Protective Association were duly adopted by the Directors of the Corporation on the 24th day of February, 1997.

Sandy Porter
Chairman

Attested To:
Ana Unum
Secretary

**ARTICLES OF INCORPORATION
OF
PIONEER PARK PROTECTIVE ASSOCIATION**

I, THE UNDERSIGNED, a natural person over the age of eighteen years and a citizen of the United states, acting as the incorporator of a corporation under the provisions of the Washington Nonprofit Corporation Act (RCWA Chapter 24.03), adopt the following articles of incorporation:

ARTICLE ONE

Name

The name of the Corporation shall be PIONEER PARK PROTECTIVE ASSOCIATION.

ARTICLE TWO

Duration

The duration of the corporation shall be perpetual.

ARTICLE THREE

Purposes

The purposes for which the Corporation is formed are:

1. To foster and maintain acquaintanceship and friendship among the members of PIONEER PARK PROTECTIVE ASSOCIATION.

2. To build, improve and maintain roadways and drainage areas, and to make and collect charges to cover the costs and expenses thereof.

3. To appropriate, purchase, divert, acquire and/or store water and to distribute the water so appropriated and acquired to its members for use upon the land of said members; to acquire, own, maintain, and dispose of any facility required therefor; provided that this Corporation shall not use or dispose of such water as a public utility but solely for the use of its members.

4. To fix, establish , levy, and collect such charges and/or assessments as may be necessary, in the judgment of the Board of Directors to carry out any or all of the purposes for which this Corporation is formed.

5. To enforce liens, charges, restrictions, conditions, and covenants existing upon and/or created for the benefit of parcels of real estate over which said Corporation has jurisdiction and to which said parcels may be subject, to the extent that said corporation has the legal right to enforce the same, and to pay all expenses incident thereto.

6. To expend the monies collected by said Corporation from assessments and charges and other sums received for the payment and discharge of costs, expenses, and obligations incurred by said Corporation in carrying out any and all of the purposes for which said Corporation is formed.

7. Generally, to do any and all lawful things which may be advisable, proper, authorized and/or permitted to be done by said Corporation under and by virtue of any restrictions, conditions, and/or covenants or laws affecting said property, or any portion thereof, including areas now or hereafter dedicated to the public use; 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 and/or general welfare of owners of said property, or portions thereof or residents thereon.

8. To have and enjoy all of the general powers of a nonprofit corporation as are now or may hereafter be provided by the laws of the state of Washington.

ARTICLE FOUR
Nonprofit Status

The Corporation is one which does not contemplate pecuniary gain or profit to the members thereof and is organized for nonprofit purposes, and no part of any net earnings thereof shall inure to the benefit of any member or other individual.

ARTICLE FIVE
Registered Office and Agent

The address of the registered office of the Corporation is:
6130 S. Pioneer Park Place
Langley, Washington, 98260-9728

The name of the registered agent at such address is:
Vicki Grayson Liden.

ARTICLE SIX
Membership

This Corporation shall at all times hereafter be a joint and mutual association of such persons as may be admitted to membership in accordance with the bylaws of the Corporation. Membership shall be inseparably appurtenant to the tracts owned by the members, and upon transfer of ownership or contract for sale of any such tracts, membership shall thereby be deemed to be transferred to the grantee or contract purchaser. No membership may be transferred, assigned, or conveyed in any manner other than in the manner herein set forth. In the event of the death of a member, the membership of such deceased member shall be and become the property of the personal representative of such deceased member upon appointment and qualification as such in judicial proceedings, and such personal representative shall have all of the rights, privileges and liabilities of such member until title shall be transferred or contracted to be transferred. The qualifications and rights of the members of said corporation shall be set forth in the bylaws of the corporation.

ARTICLE SEVEN
Board of Directors

The management of the Corporation will be vested in a Board of Directors: the number of directors shall not be less than five (5) nor more than nine (9) ; and the number, qualifications, terms of office, manner of election, time and place of meeting, and powers and duties of directors shall be such as are prescribed by the bylaws of the Corporation.

ARTICLE EIGHT
Limitation on Liability of Directors

A director shall have no personal liability to the Corporation or its members for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by a director, or a knowing violation of law by a director, or for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. If the Washington Nonprofit corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the

Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification for, or with respect to, an act or omission of such director occurring prior to such repeal or modification.

ARTICLE NINE
Bylaws

The authority to adopt, alter, amend or repeal bylaws for the Corporation is hereby vested in the Board of Directors, subject to repeal by a majority vote of the membership.

ARTICLE TEN
Initial Directors

The names and addresses of the initial members of the Board of Directors are as follows:

NAME	ADDRESS
1) Sandy Porter	5850 S. Pioneer Park Place Langley, WA 98260
2) Peter Hayes	5885 S. Pioneer Park Place Langley, WA 98260
3) Ana L. P. Unum	6138 S. Pioneer Park Place Langley, WA 98260-9728
4) Lafe Lawyer	6061 S. Pioneer Park Place Langley, WA 98260
5) Charline Denny	5851 S. Pioneer Park Place Langley, WA 98260
6) Barbara Trucksis	1250 6th Ave. S. Edmonds, WA 98020
7) Lee Compton	P.O. Box 461 Langley, WA 98260

ARTICLE ELEVEN
Incorporator

The name and address of the incorporator of the Corporation is as follows:

NAME	ADDRESS
Sandy Porter	5850 S. Pioneer Park Place Langley, WA 98260

ARTICLE TWELVE
Dissolution

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, disburse the assets of the Corporation equally to all of its members.

ARTICLE THIRTEEN
Amendment to Articles

The Corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the members of the Corporation herein are granted subject to this reservation.

I, Sandy Porter, as incorporator of this Corporation under the Washington Nonprofit corporation Act, have executed and adopted these Articles of Incorporation on this 20th day of January, 1997.

Sandy Porter
Incorporator

CONSENT TO SERVE AS REGISTERED AGENT

I, _____, hereby consent to serve as Registered Agent in the state of Washington, for the following corporation: PIONEER PARK PROTECTIVE ASSOCIATION. I understand that as agent for the Corporation, it will be my responsibility to receive service of process in the name of the Corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the Corporation for which I am agent.

DATED this ____ day of _____.

Registered Office Address:

6130 S. Pioneer Park Place
Langley, WA 98260