

BYLAWS
OF
INGLEWOOD MAINTENANCE COMMISSION, INC.

ARTICLE I

The name of this corporation shall be INGLEWOOD MAINTENANCE COMMISSION, INC., and for convenience may be referred to hereinafter as the "Commission."

ARTICLE II

Section 1. This corporation shall be conducted as a non-profit maintenance corporation for the purposes set forth in the articles of incorporation for the area situated in the County of King, State of Washington, known as "Inglewood Country Club Tracts, unrecorded," according to the unrecorded plat thereof, and laid out in tracts number 1 to 45, inclusive, and A to P, inclusive, all in Government Lot 5, Section 11, Government Lot 1, Section 13, Township 24 North, Range 4 E.W.M.

Section 2. This corporation shall have the power to levy and collect assessments against its members and against the tracts owned or purchased by them for the purposes in its articles of incorporation, and bylaws set forth, and to sell or forfeit their interest in the corporation for default with respect to any lawful provisions of said articles of incorporation and bylaws and upon forfeiture of any such property by law and in the bylaws may transfer the membership of such defaulting member.

Section 3. The purposes for which this corporation was created may be altered, modified, enlarged or diminished by the vote of two-third of the members at a meeting duly called for such purpose, notice of which meeting shall be given in the manner provided by the bylaws for giving of notice for the election of trustees.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Commission shall consist of and be limited to owners or purchasers of tracts within said residential district described in Article II hereof who shall have one membership regardless of the number of tracts so owned or purchased, and the interest of each member shall be equal to that of any other member, and no member shall acquire any interest which shall entitle him or her to any greater vote, voice, or authority in the corporation than any other member. A purchaser under a contract of purchase shall be deemed to be an owner for membership purposes. A tract or tracts held as community property shall be entitled to one membership and certificate of membership shall be issued to the owners as a member and they shall be entitled collectively to one vote. If any tract or tracts are held by two or more persons, the several owners of such interest shall be entitled collectively to cast one vote.

Section 2. Except as hereinbefore otherwise provided and as declaratory of the foregoing, no membership shall be voted unless represented by the owner or purchaser as aforescribed of an individual tract or tracts to which it is or shall be inseparably pertinent.

Section 3. Membership and certificates evidencing the same shall be inseparably pertinent to tracts owned by members in the residential tract described in Article II hereof, and upon transfer of ownership or contract for sale of such tracts, membership and certificates of membership shall ipso facto be deemed to be transferred to the grantee or contract purchaser. No membership or certificate of membership may be transferred, assigned or in any manner conveyed other than in the manner hereinabove set forth. In the event of foreclosure against any tract by a judicial proceeding, the transfer of membership shall not be deemed to be complete until the issuance of Sheriff's Deed at the expiration of the period of redemption, unless prior thereto the purchaser at foreclosure sale shall receive a proper conveyance from all persons having a right of redemption. In the event of the death of a member, the membership and certificate of 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 a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of the deceased member until title shall be transferred or contracted to be transferred or distribution made to those entitled thereto.

Section 4. No membership shall be forfeited, nor member be expelled except upon foreclosure for non-payment of assessments or purchase of land by the Commission in Lieu of foreclosure as elsewhere in the Bylaws provided, and no member may withdraw except upon transfer of title to the real property to which his membership is appurtenant, as elsewhere herein provided. No compensation shall be paid by the Commission upon under 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

DISSOLUTION

In the event of dissolution of the corporation, each piece of property, a portion of which was deeded to the corporation, shall have that deeded portion revert back to the then owner of the property who shall bear the cost of reversion. The assets of the corporation, after its debts have been paid, shall be donated to whatever organization the Board of Trustees selects.

ARTICLE V

TRUSTEES AND OFFICERS

Section 1. Corporate powers of the Commission shall be vested in a Board of Trustees. The number of trustees who shall manage the concerns of the Commission shall be not less than five nor more than nine. At any annual meeting or at any special meeting called therefore the members may increase or decrease the number of trustees to any number not more than nine nor less than five.

Section 2. Trustees shall be elected to serve for two years or until their successors are elected and duly qualified. When these bylaws become effective the Board of Trustees shall elect any necessary number of additional trustees needed who shall hold office until the next annual meeting of the members.

Section 3. Each trustee shall be (1) a member, and who shall (2) not have lost his right to vote by reason of his having disposed of the land to which his membership is appurtenant.

Section 4. In the event a trustee ceases to be the owner of the land to which his membership is appurtenant, or of a contract for the purchase thereof, he shall thereby cease to be a trustee, and his

office shall thereby become vacant upon written notification without action other than to spread such fact upon the minutes of the Board of Trustees.

Section 5. At the meeting of the Board of Trustees after each annual meeting of the members of the Commission, the Board of Trustees shall organize by the election of a President, Vice President, and Treasurer, each of whom must be a trustee. Officers of the corporation so elected shall hold office for the term of one year and until their successors are elected and qualified. Any officer may be suspended or removed by a majority vote of all the trustees.

Section 6. No trustee or officer shall receive any salary or compensation from the corporation. The Secretary shall receive such compensation as may be fixed by the Board of Trustees at the annual meeting of said Board.

Section 7. Any vacancy occurring in the Board of Trustees shall be filled by appointment by a majority of the remaining trustees. The person so appointed shall hold office until the next regular meeting of the members of the Commission, at which annual or adjourned annual meeting the vacancies for the remainder of the original term, if any, shall be filled by election by the members in the regular manner.

ARTICLE VI

MEETINGS

Section 1. Annual meetings of the members of the Commission shall be held at the Inglewood Country Clubhouse, or at such other place of business within the state of Washington as the Board of Trustees may elect, on the second Monday of May 8 p.m. of each year. Notice shall be given by the Secretary by mailing notice of such meeting to each member not less than 10 days prior to the date of the meeting. If for any reason the annual meeting of the members shall not be held on the day hereinabove designated, such meeting may be called and held as a special meeting, and the same proceedings may be had thereat as at an annual meeting; PROVIDED, however, that notice of such meeting shall be the same herein required for the annual meeting, namely, not less than 10 days, prior to the date of said meeting.

Section 2. Special meetings of the members may be called at any time by the President or a majority of the Board of Trustees or by members representing 10 percent of the tracts within the jurisdiction of the Commission. Notice of a special meeting, stating the object thereof, shall be given by the Secretary by mailing such notice to each member not less than five days prior to the date on which such meeting is to be held. At such special meeting no business shall be transacted other than that mentioned in the call.

Section 3. At all annual and special meetings of the members, 50 percent of all the members of the Commission shall constitute a quorum for the transaction of business. Each member shall be entitled to one vote.

Section 4. Meetings of the Board of Trustees shall be called at any time by the Secretary on order of the President or a majority of the Board of Trustees. Five members shall constitute a quorum. The Secretary shall give each Trustee notice, personally, verbally, by mail or by telephone, of all regular and special meetings at least one day previous thereto.

Section 5. A member who desires to exercise his right to vote by proxy must deliver or cause to be delivered to the Secretary written evidence of his right to act for him provided that no person shall be eligible to exercise such proxy except a member or a lessee of the property of the member who issues such proxy.

ARTICLE VII

POWERS AND DUTIES OF TRUSTEES

Section 1. Subject to limitation in the Articles of Incorporation and the bylaws and the laws of the State of Washington, all powers of the corporation shall be exercised by and under the authority of, and any business affairs of the corporation shall be controlled by, the Board of Trustees. Without prejudice to such general powers, subject to the same limitations, it is hereby expressly declared that the Trustees shall have the following powers:

- A. To select and remove all other officers, agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, and the Articles of Incorporation and the bylaws.
- B. To conduct, manage, and control all affairs and business of the Commission, and to make an enforce rules and regulations therefore and to incur such expenses as may be deemed proper in the administration of its affairs and to authorize the execution of contracts and obligations on behalf of the Commission.
- C. To do any and all such acts and things in the maintenance and improvement of any and all properties of the Commission, including the easements of access and rights of way and of easements in the residential district, described in Article II hereof, and of any and all installations which may be made therein for water, sewage, gas, electric, and telephone service, and such other service and service lines as may be deemed useful and convenient by the Commission; to incur any and all such expenditures, outlays, and expenses for said purposes as may be deemed by the Board of Trustees to be proper, and to provide for all such liabilities of whatsoever character which may arise in connection with any such improvement and maintenance; but the Trustees shall not have the power to make any new improvements or to incur any expense therefor, without a favorable vote or written approval thereof by 60 percent of the members of the Commission.
- D. To take such action as may be deemed by them to be proper for the enforcement of any and all of its conditions, limitations, and restrictions set forth in any contract of sale or conveyance from any grantor, past, present, or future, of any part or all of the tracts included in the residential district known as Inglewood Country Club Tracts and described hereinabove; to interpret and enforce and all protective restrictions, conditions, covenants and reservations which have been or which shall be imposed upon any or all of said tracts.
- E. To procure insurance against public liability and to incur all such expenses for such purpose as may be deemed by them to be proper.
- F. To issue certificates of membership only to the owners of or purchasers of tracts hereinabove described, subject to such conditions or terms as provided in the Articles of Incorporation and the bylaws.
- G. Charge and/or assess parcels of land and owners thereof as herein more particularly set forth.

- H. To cause to be kept a complete record of all of the minutes and acts and to present a full statement to the regular annual meeting of the members.

ARTICLE VIII

DUTIES OF OFFICERS

Section 1 – PRESIDENT. The President shall preside at all meetings of the Trustees and members; he shall sign as President all certificates of membership and all contracts or other instruments in writing authorized by the Board of Trustees; he shall call special meetings of the Trustees or of the members whenever he deems it necessary; he shall have and exercise under the direction of the Board of Trustees the general supervision of the affairs of the Commission; he shall countersign all checks signed by the Treasurer.

Section 2 – VICE PRESIDENT. In the absence of or incapacity of the President, the Vice President, when present, shall have all the powers and perform all of the duties of the President. In the absence of both the President and Vice President, the Board of Trustees may elect one of its number as temporary Vice President who shall have all the powers, and perform all of the duties, of the President.

Section 3 – Secretary – Treasurer.

A. The Secretary shall keep records of all of the proceedings and meetings of the Board of Trustees and of the members. He shall keep the books of certificates of membership, fill out and countersign all certificates issued, and make the corresponding entries on the stubs thereof upon such issuance, and he shall also if required by the Trustees, keep books of account showing assessments to be charged and collected against the various tracts and owners or purchasers thereof. The seal of the Commission shall be in his custody. He shall countersign or attest all instruments and conveyance required to be signed by the President and shall affix the seal wheresoever required. He shall serve all notices required either by law or by the bylaws of the corporation, and in case of his absence, inability, or refusal so to do, then such notices may be served by any person thereto directed by the President of the Commission.

B. It shall be the duty of the Treasurer to keep safely all moneys and securities of the Commission and disburse the same under the direction of the Board of Trustees. He shall cause to be deposited all funds of the Commission in a bank selected by the Trustees. He shall only pay the same out on checks signed by himself and countersigned by the President or the Vice President, or such other officers of the Commission as may be authorized by the Board of Trustees from time to time. At each annual meeting of the members and at any special meeting if so required, and at any time directed by the Trustees he shall present a full statement showing in detail the condition of the affairs of the Commission, including liabilities incurred.

ARTICLE IX

CERTIFICATES OF MEMBERSHIP AND TRANSFER

Section 1. Certificates of membership of the Commission shall be in substantially the following form:

NO. _____ CERTIFICATE OF MEMBERSHIP _____ Tract

IN

INGLEWOOD MAINTENANCE COMMISSION, INC.

A Non-Profit, Non-Stock Corporation of the State of Washington

THIS CERTIFIES THAT

Is the owner of Tract No. _____ of Inglewood Country Club Tracts, (unrecorded plat) and as such is a member of Inglewood Maintenance Commission, Inc., a Washington corporation, a non-profit, non-stock corporation, organized under the laws of the State of Washington, and by virtue thereof is entitled to all the rights and privileges and subject to the liabilities conferred and imposed by its Articles of Incorporation and subject to its Bylaws and any amendments thereof; and by acceptance of this certificate, the holder hereof accepts the said Articles of Incorporation and Bylaws and any subsequent amendments thereto and agrees to be bound thereby. This certificate is inseparably appurtenant to the land above described and may be transferred only in the manner provided in the Bylaws.

DATED at _____, Washington, this ____ day of _____, 20 ____.

INGLEWOOD MAINTENANCE COMMISSION, INC.

BY _____

President

Attest: _____

Secretary

Section 2. Such certificate shall be issued over the signature of the President and Secretary, with the official seal of the Commission affixed, the corporate book shall contain a margin, on which shall be shown the number, date, name of the member, description of the land set forth in the corresponding certificate.

Section 3. All memberships and certificates evidencing same shall be inseparably appurtenant to the tract, tracts or fractional tracts owned by the holders thereof and upon sale or contract to sell such membership any such certificates shall become the property of the grantee or purchaser as hereinbefore provided. No transfer of membership shall entitle the transferee to vote the same until it has been established to the satisfaction of the Secretary that such transfer is bona fide and has been made in the manner provided.

Unless specifically requested by the owner and holder thereof, it shall not be necessary that certificates of membership be issued but any owner or purchaser of a tract or tracts within the said residential district may exercise all of the rights and privileges and shall be subject to all of the liabilities of membership without the actual issuance and possession of such certificate of membership.

ARTICLE X

WEEDS AND DEBRIS

The members shall keep the respective parcels of land owned by them in said residential district, or upon which they hold a contract of purchase, including any portion of the parking strips in front thereof, free and clear of all debris and weeds and other growth of a destructive or an obnoxious nature; and in the event of the failure of any member to perform this covenant and condition, upon two-third vote of the Board of Trustees of the Commission, by its agent, shall have the right to notify said member to eliminate weeds, debris, and other growth of a destructive or obnoxious nature within 15 calendar days of said notice; and to, by its agent, have the right to enter upon the land and to do any and all acts in its opinion necessary to remove said debris, weeds or other growth of a destructive or obnoxious nature, in the event that said weeds, debris and other growth of a destructive or obnoxious character are not removed at the expiration of said 15 days; and any expense incurred by the Commission shall be charged against the member and the member shall, upon demand, reimburse the Commission for the payment, together with interest thereon at the rate of 12% per annum until paid; and the said charge, together with all expenses and costs reasonably incurred in enforcing the same, shall be paid by the member; that such expense so incurred by the Commission shall not be deemed a lien against the land or membership appurtenant thereto.

ARTICLE XI

ASSESSMENT OF MEMBERS BY COMMISSION

Section 1. The members of the corporation shall be liable for the payment of such charges or assessments as may from time to time be fixed and levied by the Board of Trustees pursuant to the Articles of Incorporation and these bylaws and subject to the provisions of such articles and bylaws. The amount of such charges and assessments levied upon a member shall in no event except as hereinafter provided exceed in any one year the sum of \$25 for each parcel of improved land, nor shall said assessment exceed \$7.50 in any year for unimproved land. Each parcel of unimproved property shall be uniformly assessed at the rate of 25% of the amount assessed each parcel of improved property. Improved property shall be, for the purposes of this section, a tract or tracts upon which a single-family residence has been constructed. "Constructed" shall be interpreted as meaning commencement of construction in the calendar year when the assessment is levied, prior to the date of making said assessments by the Board of Trustees. Each tract shall be classed as one parcel for the purposes of this section.

Section 2. Charges or assessments against all members shall be levied by the Board of Trustees at a uniform rate per member without distinction or preference of any kind. All charges or assessments, when collected by the corporation, shall remain the property of the members until such time as the charges or assessments are expended pursuant to the Articles of Incorporation and bylaws of the corporation.

Section 3. From time to time, as and when any such assessments under this article are levied, each member with respect to the land or interests therein or to which his membership is appurtenant, shall pay the amount of such assessment against the same to the corporation at its office; within 30 days after the mailing of the notice of such assessment to the member; the amount of such assessment, together with all expenses, attorney's fees and costs reasonably incurred for enforcing the same, shall be

paid by the members and shall be a lien upon said land and the membership appurtenant thereto, and enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgages upon lien; provided, no proceedings for the foreclosure of any said liens in this article provided shall be commenced except on expiration of six months after the date of mailing of said notice of assessment in this section described. Interest shall accrue on any unpaid assessments, from the date upon which said assessments are due at the rate of 1 percent per month on the diminishing balance, until the said assessment and interest thereon are paid in full.

ARTICLE XII

AMENDMENTS

These bylaws may be amended at any time by a majority vote of the members of the Board of Trustees; provided, however, that the provisions herein contained relating to assessments and those relating to the purpose for which the corporation was formed shall not be changed except by a majority vote of the members of the Commission present at a regularly constituted meeting.

ARTICLE XIII

CORPORATE SEAL

The commission shall have a corporate seal bearing thereon, by means of raised letters, the following words:

INGLEWOOD MAINTENANCE COMMISSION, INC.

CORPORATE SEAL

1958

WASHINGTON

An impression of which is hereby affixed:

ARTICLE XIV

DATE OF ADOPTION

These bylaws are duly adopted by the corporation and the corporate seal thereof affixed on the 14th day
of March 1973

INGLEWOOD MAINTENANCE COMMISSION, INC.

PRESIDENT

ATTEST:

SECRETARY

HISTORY OF THE INGLEWOOD ROADS AND THE MAINTENANCE COMMISSION

Restrictions contained in the deed to our property and dated March 22, 1923, executed by Inglewood Country Club, a Washington Corporation, specify: "The road or roads adjacent to the land above described as shown on Plat No.1 shall be constructed and maintained in usable condition so as to afford vendee means of ingress and egress by and under the direction of the Board of Trustees, and the cost of maintenance of roads, touching all residence tracts on said plat, and the cost of such other improvements made upon the request in writing to the Club by a majority of the owners of said tracts, shall be annually assessed against all of the tracts of said plat, each tract being liable for an equal portion of said cost, which assessments when so made shall be a lien against said several tracts and enforceable as a lien, as provided by the laws of the State of Washington."

About 1940 the Club membership had gone down and it was in great financial trouble. The insurance holding the mortgage foreclosed and sold the property, fairways and clubhouse, to Jo Barron and I believe one other person. During the war years the fairways and greens were allowed to grow and my children played among the hay shocks on the fairways in the summer. The clubhouse was leased to the U.S. Coast Guard for housing. Our research seems to show that title to the roads did not transfer and remained with the original Club which had ceased to exist. The assessors office took the position that title to the road was the property owners adjacent to the road.

No one was responsible for maintaining the roads and they became virtually impassable during the rainy seasons. So as neighbors we joined together, paid into a road fund, bought gravel, filled holes and finally paved with black-top. I have a record that shows that in 1956, I collected \$100 each from 19 residents! Only 4 of those residents still remain. We continued to pay in funds each year until we could pave Inglewood Rd and Inglewood Place. I find a record of quarterly assessments of \$10 in 1951.

In 1957, we employed an attorney, Hulbert Murray, to research the records and determine the legal status of our roads. I have a copy of his 3-page report. His conclusions were that we had two alternatives, either have the county condemn the roads and operate them or for us to obtain a new agreement among the owners of lots in this tract and the present Country Club.

In 1958, after numerous meetings with our lawyer, the Inglewood Maintenance Commission was formed as a non-profit non-stock corporation. The understanding was that property holders would deed their portion of the road to the Maintenance Commission. Some did and others did not, for one reason or another. Copies of the Constitution and By-Laws as revised from time to time are available from the secretary. Whether property owners deeded their portion of the road to the commission or not, we have assumed that all wish the road maintained and will give financial and moral support to our community. We have been given a legal opinion that every one who uses the road is legally responsible for paying his/her share. We have put liens on a few pieces of property where the assessments were not paid, and we have collected.

Since 1958, two roads have been added and paved, Inglewood Lane and what is currently called the Carter road. About 1965, we were included in the N.E. Lake Washington Sewer District and sewer lines were run under both Inglewood Road and Inglewood Lane, with both roads being repaved by the sewer district.

Since the Inglewood Country Club Corporation was organized in 1920, the roads have always been private and barred from through traffic. At times, we have gone to considerable expense to keep them that way.

QUESTIONS REGARDING THE FINANCING OF INGLEWOOD RD NE AND JOINING ROADS

As current President of the Inglewood Rd and Maintenance Commission, I have a variety of questions pertaining to the authority of our Board in relation to the financial aspects of road maintenance. At the present time, we have approximately 80 residents in this area to whom we send out annual assessments to be used for the purpose of road maintenance and repairs. At the present time, we have approximately 80 residents in this area to whom we send out annual assessments to be used for the purpose of road maintenance and repairs. Currently the annual assessment is \$150. Most residents will pay, a few will not. Let us recognize some of the differences that exist amongst the various property owners.

- 1) Apparently in 1963, the residents of this area (60 plus %) set up the Inglewood Road Maintenance Commission. This was done by having residents "quit claim" property rights related to the road to a newly formed "Maintenance Commission" giving the power to collect assessments. Not all the residents signed over these rights. As an example, one family has refused to contribute and has said they are only responsible for the part of the road fronting their property. They are currently "delinquent" in excess of \$3,000 and have threatened lawsuit if their property is lienied. There have been some other similar situations with some residents.
- 2) Since the original Road Commission was established there have been added streets, cul-de-sacs and residences added to the neighborhood, all accessed to the Inglewood Rd NE. We do not know whether the property deeds to the tracts that have been added reflect the assessment rights of the Road Commission. More specifically, the residences built on NE 165th Court do not bear any such reference, although Barron had "Quit claim" road rights (see file correspondence).

So, we do not have an equal set of obligations within this community to support the costs of maintaining the roads. With a few exceptions the residents have supported this issue, recognizing the importance of everyone sharing this expense. But how do we apply the hammer to those who do not pay the assessment?

- 1) Can we put a lien, not knowing whether the property deed includes the "quit claim" word ceding the "road maintenance rights" to the Road Commission. Would we have this "right" in one case, but not the other?
 - 2) In the case of substantial delinquencies (such as Spiger) can we go to Small Claims Court?
 - 3) Could we, for those who maintain they have no obligation to pay assessments, charge an annual road use fee that might equal or exceed the assessment? And if we can and they do not pay could we file liens, or pursue the debt in small claims court?
- Essentially, the question is, what authority do we have to go with our responsibilities?

Respectfully,
Howard Schjelland, Pres. Inglewood Rd Maint. Comm.
10/18/06

RESTRICTIVE COVENANT AND QUIT CLAIM DEED

The undersigned, for themselves, their heirs, executors, representatives or assigns, for an in consideration of the mutual covenants contained herein and in further consideration of the mutual benefits accruing to each other of the parties hereto and to the owners of the various tracts of Inglewood Country Club Tracts, unrecorded, lying and being within portions of Section 11 and 14, Township 26 North, Range 4 E.W.M., King County, Washington.

DO BY THESE PRESENTS COVENANT AND AGREE, quit claim and convey as follows:

1. The property described hereinafter in Schedule A attached hereto shall be used exclusively for single family residence purposes. No building, or buildings, shall be erected on any said properties, except a single, detached, private dwelling house, together with an appurtenant garage and/or accessory buildings suitable for single family uses. None of the tracts shall be subdivided or partitioned in any manner to provide a dwelling site, unless the same shall comprise an area of not less than 12,000 square feet; PROVIDED, however, that portions of one or more tracts may be employed to comprise the total area. No dwelling house shall be erected unless the premises upon which it is proposed to be built or is erected comprise an area of not less than 12,000 square feet and at least three sides of which shall extend a linear distance of at least 60 feet. No portion of such dwelling house or appurtenant garage or accessory building shall be erected upon any lot a distance less than that required by the Uniform Building Code, as amended, and as adopted by King County, as if the roads and streets lying within the boundaries of the property commonly known as "Inglewood Country Club Tracts," unrecorded, as hereinabove described, were county roads.
2. No dwelling house shall be built for a cost of less than \$15,000, as adjusted proportionately to allow for any economic fluctuation in the future in the same ratio as the ratio between the wholesale price index for January of 1958, published by the U.S. Department of Labor, Bureau of Vital Statistics, said index for the month during which the plans for such dwelling houses are completed and submitted.
3. No live poultry or animals, other than household pets, shall at any time be kept on said property or properties.
4. The property hereinafter described on Schedule A is hereby made subject to the provisions of the Articles and Bylaws of the Inglewood Maintenance Commission, Inc., a Washington Corporation, as amended. The property is hereby made subject to the lien of assessments by said Commission, and as shall be levied by said Commission under and in accordance with the Articles and Bylaws.
5. These agreements shall be covenants running with the land hereinafter described, and running with the land described in the similar instruments mentioned hereinabove, to be binding on the parties hereto, their heirs, successors and assigns, and in case of the breach of any of the foregoing agreements or the violation of any of the foregoing covenants, it shall be lawful for any of the persons owning any of the real property described in the similar instruments mentioned above, or the Inglewood Maintenance Commission, Inc., a corporation, to prosecute any proceedings at law or in equity against the person or persons breaching said agreements or violating said covenants, or attempting to do the same, and either to prevent him or them from doing, or to recover damages or other dues for such breach or violation.
6. The undersigned grantor conveys and quit claims for road purposes to the Inglewood Maintenance Commissions Inc., a corporation, the real property situate in the County of King, State of Washington, described in Schedule A attached hereto lying within the area which was blacktopped as

of May 1, 1970, together with the right to maintain and service the drainage ditches and culverts, as the same existed on May 1, 1970, whichever is lesser, including any interest therein which the undersigned parties may hereafter acquire.

DATED this ____ day of _____, 1970.

NO. _____ CERTIFICATE OF MEMBERSHIP _____ Tract

IN

INGLEWOOD MAINTENANCE COMMISSION, INC.

A Non-Profit, Non-Stock Corporation of the State of Washington

THIS CERTIFIES THAT _____

Is the owner of Tract No. _____ of Inglewood Country Club Tracts, (unrecorded plat) and as such is a member of Inglewood Maintenance Commission, Inc., a Washington corporation, a non-profit, non-stop corporation, organized under the laws of the State of Washington, and by virtue thereof is entitled to all the rights and privileges and subject to the liabilities conferred and imposed by its Articles of Incorporation and subject to its Bylaws and amendments thereof; and by acceptance of this certificate, the holder hereof accepts the said Articles of Incorporation and Bylaws and any subsequent amendments thereto and agrees to be bound thereby. This certificate is inseparably appurtenant to the land above-described and may be

DATED AT _____, Washington, this _____ day of _____, 20____.

INGLEWOOD MAINENANCE COMMISSION, INC.

By _____

President

Attest:

Secretary