

Covenants, Conditions, and Restrictions

Declaration of covenants, conditions, and restrictions for the plat of Alderwood Grove

This declaration, made on the date hereinafter set forth, by Northsound Enterprises, L.L.C., their Successors or Assigns (“Declarant”), and amended March 31, 2004 and July 12, 2020 by the Owners of the Lots of Alderwood Grove.

Whereas, Declarant is the owner of a certain property in the City of Duvall, County of King, State of Washington, which is shown and described in Exhibit “A” attached hereto, which is incorporated by this reference.

Now therefore, Declarant hereby declares that all the properties above described, except as otherwise specifically provided herein, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described and shall inure to the benefit of each Owner thereof.

Article I – Definitions

Section 1.1 “Owner” shall refer to the Owner of record, or the contract purchaser, whether one or more persons or entities, of any Lot which is part of the Properties. This definition of owner excludes those having such interest merely as security for the performance of an obligation.

Section 1.2 “Properties” shall mean and refer to that certain real property described above.

Section 1.3 “Lot” shall mean and refer to any plot of land shown upon any subdivision map of the Properties.

Section 1.4 “Association” shall mean and refer to the Alderwood Grove Homeowner’s Association, its successors and assigns.

Section 1.5 “Board” and “Board of Directors” shall mean and refer to the Board of Directors of the Association, as provided for in the corporate Bylaws.

Section 1.6 “Board Member” and “Director” shall mean and refer to an elected member of the Board of Directors, as provided for in the Corporate Bylaws.

Section 1.7 “Member” shall mean and refer to all those owners who are members of the Association as provided in Article VIII, Section 8.2.

Section 1.8 “Common Properties” 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 as described in Article VI.

Section 1.9 “Proxy” shall mean a form of voting whereby may delegate his or her voting power to a representative in their absence. The representative may be another member, an external person representing the member or the HOA Board of Directors as a unit. Proxy voting by any member must be submitted in a manner consistent with Section 2.5 of the Corporate Bylaws.

Article II – Architectural aesthetics and use restrictions

Section 2.1 Residential Use. No premises shall be used or constructed on any Lot except for residential use. All Lots shall conform in all respects to the requirements of any applicable regulatory authority, and with the terms and conditions of the final plat and as-built drawings, plans, and specifications set forth the Amended Plat of Alderwood Grove, Recording Number 20000110001889.

Section 2.2 Compliance with Zoning. All residences shall be used primarily for single family residential purposes and shall not be used for manufacturing or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may operate a small business or home occupation that provides a professional service.

Section 2.3 Land Use and Building Type. No Lot shall be used for any purpose other than residential, except as provided in Section 2.2. No building shall be altered, erected, moved into, placed, or permitted to remain on any Lot other than a detached single-family dwelling, except as provided in Section 2.4.

Section 2.4 Dwellings and Garages. No dwellings or garages may be erected on any Lot except the following:

1. One detached single-family dwelling of not less than 1,000 square feet of living space excluding garages and porches. All buildings shall be constructed on a concrete foundation or slab.
2. Construction of a main dwelling on the Lot shall be prerequisite to construction of the other structures herein permitted.
3. The construction of the primary dwelling must be performed by a contractor licensed and registered in the State of Washington.
4. Garages larger than two car capacity and additional detached outbuildings shall be allowed so long as they are consistent with the construction standards of the other Lot Owners and do not detract from the value or operate to the detriment of the surrounding Lots.
5. No log home, prefabricated home, mobile home or trailered home of any kind may be constructed or placed on any Lot for use as a dwelling.

Section 2.5 Siding. Exterior siding shall be beveled, tapered or channel cedar or LP bevel, or redwood, or brick siding or some other material of similar look and quality. Plywood exterior, textured T-111, and vinyl siding is expressly prohibited.

Section 2.6 Roofs. Roofs on all buildings must be finished with composition dimensional architectural shingles with a twenty-five year minimum. Better quality roofing materials such as cedar shake or tile are approved. However, the color of such

roofing material shall conform to the standards of the surrounding Lots and shall not operate to the detriment of any Lot.

Section 2.7 Driveways. The plans and specifications shall provide for and there shall be constructed and maintained upon each Lot a driveway which shall extend from the garage and/or dwelling so that such driveway shall join and make physical connection with the traveled and/or such paved portion of the roadway abutting such property. All driveways on the Lot shall be exposed aggregate concrete, asphalt, or better except for houses with single garages, in which case a parking pad composed of gravel or better may be installed immediately adjacent to the primary driveway.

Section 2.8 No residence or dwelling shall be located on any Lot nearer than twenty (20) feet to the front Lot line, or nearer than ten (10) feet to the rear Lot line, or nearer than eight (8) feet to the side Lot line. Detached garages or outbuildings shall be located no closer than twenty (20) feet from the front Lot line, no closer than five (5) feet from the side Lot line, and no closer than ten (10) feet from the rear Lot line. Portable outbuildings must be located in the rear of the home only and may be no closer than eighteen inches (18") from the rear or side lot lines. If the setback requirements herein are in conflict with the requirements or any applicable regulatory authority, the more restrictive apply. All Lots shall be deemed to front the Public Roads as shown on Amended Plat of Alderwood Grove, Recording Number 20000110001889.

Section 2.9 Exterior Paint. All structures shall be painted or repainted with a color(s) consistent with the standards of the other Lots. In any event, no primary colors will be allowed.

Section 2.10 Completion of the Structures and Landscaping. The maximum period for construction of a dwelling, including finish painting shall be four (4) months from the beginning of the construction and the maximum period to complete visible front and side yard landscaping shall be five (5) months from home completion. The Owner shall be responsible for cleaning up and repairing all damage to any street, utilities, or drainage facility which result from the Owner's actions, including without limitation, any construction performed by or on the behalf of the Owner. In the event the Owner does not perform the clean up or repair within 30 days of the date the clean up or repairs necessitated, Declarant and/or the other Owners may perform the clean up or make the repairs. In such event, the offending Owner shall be responsible for all costs, and said costs become a lien on the offending Owner's Lot.

Section 2.11 Fencing. No fence constructed on any Lot shall exceed six (6) feet in height nor shall any fence be constructed which does not conform to the architectural design of the house on the Lot on which such fence is located. No barbed wire, chicken wire, electric or similar type fence shall be allowed. However, kennels or pens necessary for the containment of domesticated animals or pets shall be allowed so long as any such containment device is not visible from the street and no closer than five (5) feet from any Lot line.

Section 2.12 Conveyance of Lots. All lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration.

Section 2.13 Occupant's Use. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible and proper for the Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the development of the Property and upon such portion of the Property as Declarant deems necessary, to erect such facilities as in the sole opinion of the Declarant may be reasonable required, convenient, necessary, or incidental to the sale of Residences and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, modal units and sale offices.

Section 2.14 Animals. No farm animals, livestock, or bees of any kind shall be raised, bred, kept, or boarded on any Lot, except that ordinary household pets and other domesticated pets may be kept on any Lot; provided, however, that they are not kept, bred, boarded or maintained for any commercial purpose. Additionally, the keeping, breeding, boarding or maintenance of any kind of the above-referenced pets must be done in such a manner so that it does not violate any governmental regulations and so that the Lot remains clean, sanitary, and free from unsightly conditions.

Section 2.15 Temporary Structures. No structure of a temporary shelter, trailer, house trailer, mobile home, tent, shack, garage, barn or other outbuildings shall be used or stored on any Lot at any time as a residence either temporarily or permanently; provided that nothing herein contained shall prevent an Owner from occupying a dwelling which is near completion and in a livable stage during completion of construction, which must be completed, including finish painting, within two (2) months following occupancy.

Section 2.16 Signs. Any sign displayed to the public view on or from any Lot shall be small and discreet, not more than two (2) square feet. The only exception noted is a sign used to offer the property for sale or rent. Political yard signs of a temporary nature and not more than five (5) square feet will be allowed on Lots during campaign periods.

Section 2.17 Nuisances. No noxious, obnoxious or offensive activity shall be carried on in any Lot, nor shall anything be done therein which may be an annoyance or nuisance to the Owners or occupants of the Lots including, by way of example and without limitations thereto, maintenance of flashing lights, exposed clotheslines, garbage containers, storage areas, or noise audible outside the Lot.

Section 2.18 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be visible to the public nor allowed to accumulate. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition.

Section 2.19 Drainage. All Owners shall leave all drainage area and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant.

Section 2.20 Visible Objects. All equipment, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from

public view. Garbage and trash containers shall be permitted in public view in accordance with Section 2.18.

Section 2.21 Landscaping and Maintenance of Yard Areas. All Lots shall be landscaped in a reasonable manner and in a quality manner. It shall be the duty of the Owner of each Lot to maintain all of said Lot, including the land and improvements between said Lot and adjacent Private/Public Roads in a neat and clean condition, and to control weeds, vines, shrubs, bushes, trees and other landscaping to prevent them from becoming detrimental to the landscaping or adjoining Lots or obstructing the view therefrom.

Section 2.22 Non-Operative Motor Vehicles, Trailers, Boats, & R.V.s. No non-operative motor vehicles shall be parked, stored, or located on any Lot or driveway that is visible to the public. A non-operative vehicle for purposes of these covenants shall be any vehicle which is permitted to stand operable for a period of more than one week. No truck (not including "pick-ups"), trailer, horse trailer, boats, campers, any form of recreational vehicles, or unsightly vehicles, machinery, or equipment shall be permitted to park, stand or to be stored on any streets that is visible to the public.

Section 2.23 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 2.24 Exterior Maintenance. The exterior of the buildings and any other improvements erected on a Lot shall be maintained in a quality manner in harmony with the existing buildings and improvements. Exterior color scheme must be in harmony with existing houses within the short plat as shown in Exhibit A.

Section 2.25 Underground Wiring. No lines or wires for telephone or electrical use shall be constructed, placed, or permitted to be placed upon any Lot, outside the building thereof unless the same is underground or in conduit attached to the building.

Section 2.26 Antennae. No antennae or transmitter shall be permitted except antennae for television or common AM or FM radio. Satellite dishes are acceptable so long as the dish diameter does not exceed thirty (30) inches.

Section 2.27 Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Article III – Duration and Amendment

Section 3.1 Duration and Extension. This Declaration, every provision herein, every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of ten (10) years from the date hereof, and shall thereafter be automatically extended for successive periods of ten (10) years unless otherwise terminated or modified as hereinafter provided.

Section 3.2 Amendment and Modifications. This Declaration or any provisions hereof or any covenant, condition, or restriction contained herein, may be modified, amended, extended, terminated or revised, as to the whole of the Property or any portion thereof, only with the written consent of a quorum of the Lot Owners as defined in Section 2.5 of the Corporate Bylaws. Such modification, amendment, extension, termination or revision shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners in the office of the King County Auditor.

Article IV – Enforcement

Section 4.1 Enforcement. Any Owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any Owner(s) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against Owner, shall be applicable against every such violation and may be exercised by any Owner(s) pursuant to Section 4.1.

Section 4.3 Attorney Fees and Costs. If in any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the Court in such proceeding.

Section 4.4 Cumulative Remedies. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Section 4.5 Liens. In the event any Owner(s) is successful in any action or proceeding to enforce any covenant or restriction, and money judgment is entered against the offending Owner, said judgment shall operate as a lien on the offending Owner's Lot(s) and may be foreclosed on under the Laws of the State of Washington if not paid.

Section 4.6 Access for Inspection. In the event a complaint is registered with the Board pertaining to a violation of these Regulations, the Owner must allow access to their property to any Board Member for inspection of such violation. Such access will be in the presence of Owner or their representative and scheduled at a time convenient for all and accomplished on a timely basis without unreasonable delay.

Article V – Miscellaneous

Section 5.1 Non-Waiver. Failure by the Declarant or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 5.2 Severability. The provisions of the Declaration shall be deemed to be independent and severable and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order, or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

Article VI – Common Properties

Section 6.1 Conveyance of Common Properties. The 10 foot private landscape easement along the south line of lots 1 through 11 and tract A described on the recorded plat are hereby conveyed to the Association.

Section 6.2 Common Property Maintenance. The Association shall provide and maintain the landscaping, fencing, and any systems necessary for the maintenance of such areas.

Section 6.3 Usage of the Common Properties. Nothing shall be altered, constructed in, or removed from the Common Properties except upon prior written consent of the Board. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited, or placed on or within the Common Properties. No structures of any kind, including fences and walls, may be built or placed within the Common Properties except as deemed appropriate by the Board.

Article VII – Assessments

Section 7.1 Creation of Lien and Personal Obligation. Each Owner of any Lot, by acceptance of a deed therefore, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) an initial assessment, (2) annual assessments or charges and (3) special assessments. If the Owner fails to timely pay assessments as described in Section 7.8, the assessments, together with any interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall record such liens in the Office of the King County Auditor.

Section 7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the operating costs of the Association and improvement and maintenance of the Common Properties, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, insurance, management, and supervision thereof.

Section 7.3 Annual Assessment. The annual assessments shall not be more than two hundred and no/100 (\$200.00) Dollars per twelve (12) month period per Lot. The annual assessment may be increased each year by ten percent (10%) of the maximum authorized assessment for the preceding year unless two-thirds (2/3 [18 or the 27 current members]) of the vote at the annual meeting votes against said increase or votes to

increase said annual assessment by a greater amount or to decrease the annual assessment.

The Board of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount.

Section 7.4 Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of capital improvements on the Common Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote at a duly called meeting, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7.5 Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized in Sections 7.4 and 7.5, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Association is a party, (2) the cost of legal fees and costs incurred in any action in which a member of the Board is named as a party as a result of a decision made or action performed while acting in behalf of the Association, or (3) any other reasonable expenses incurred by the Association. This assessment shall require the consent of fifty-one (51%) percent of the Members of the Association.

Section 7.6 Date of Commencement of the Annual Assessment; Due Dates. The annual assessment described in this Article shall commence on the first day of January 2020. For this and any subsequent year, the annual assessment shall be payable once a year commencing on the 1st day of January. The due date of any other assessments under Section 7.5 and Section 7.6 hereof shall be fixed in the resolution authorizing such assessment. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whatever said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7.7 Effect of Non-Payment of Assessment. For those Owners whose assessment payments have not been received by the due date of the assessment, a "past due" statement will be mailed assessing a \$20 late fee along with a copy of Article VII. The application of additional \$20 late fees will continue each month that an Owner's assessment is unpaid. At two (2) months past due, such assessment shall, together with cost of collection thereof, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain the personal obligation of said Owner as described in Section 7.1. The Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be

added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his Lot. The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid for a period not to exceed sixty (60) days for any infraction of the terms of this Declaration.

Section 7.8 Subordination of the Lien to Mortgages. The lien for assessment, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter become due or from the lien thereof.

Article VIII – Homeowner's Association

Section 8.1 Non-Profit Corporation. The Alderwood Grove Homeowner's Association is a non-profit corporation existing under the laws of the State of Washington.

Section 8.2 Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title of said Lot and then only to the Transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration.

Section 8.3 Owners Contact Information. All Owners are responsible for providing the Board of Directors with their current contact information, to include address, phone numbers and email address.

All other items and provisions of the Declaration of Covenants, Conditions, and Restrictions recorded under King County Recording No: 9705060202 shall remain the same, as recorded, unless otherwise amended by recorded document.

AS CERTIFIED HEREBY, this document represents a true and accurate consolidation of the original Declaration, the amendment approved in the March 31, 2004 Articles of Amendment and the amendments approved in the July 12, 2020 Articles of Amendment.

CERTIFICATION

I the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Alderwood Grove Homeowners Association, a Washington corporation, and,

THAT the forgoing Declaration constitutes the amended Declaration of Covenants, Conditions and Restrictions of the Association, as duly amended.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 12th day of July, 2020.

By: _____

Name: Cindy Stout

Title: Secretary

Confirmation of filing with King County Auditor



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COVENANT Rec: \$114.50
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KING COUNTY, WA