

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by SHAMROCK PARK LTD. LIMITED PARTHERSHIP hereinafter referred to as "Declarant".

### RECITALS

WITNESSETH: WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described in Exhibit "A" attached hereto; SPECIFICALLY EXCLUDING LOTS 61, 62, 63, 64 AND TRACT 998;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to GEORGIAN HEIGHTS PHASE 4 HOMEOWNERS ASSOCIATION, its successors and assign;

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation;

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and as further described in Exhibit A attached hereto, and such additions and deletions thereto as may hereafter be brought within the jurisdiction of the Association;

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: TRACTS \_\_\_\_\_ and \_\_\_\_\_ of GEORGIAN HEIGHTS PHASE 4, RECORDED IN VOLUME 233 OF PLATS AT PAGES 009-011.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area;

Section 6. "Declarant" shall mean and refer to SHAMROCK PARK LTD. LIMITED PARTNERSHIP and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## **ARTICLE II PROPERTY RIGHTS**

### Section 1. Easements

i. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

ii. Maintenance Easements. If applicable, a five-foot maintenance easement, as shown on the approved official site plan for **GEORGIAN HEIGHTS Phase 4**, has been provided to allow access to the lot line wall at reasonable times during the day, for the purpose of normal maintenance of the wall(s) that are located on the lot line. Additionally, if applicable, there exists a two-foot easement within the five-foot maintenance easement for roof overhangs, if such overhangs are part of the unified development theme and concept.

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

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association shall have two classes of voting membership: Class A. Class A members shall all be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or;(b) on January 1, 2020.

## ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the landscape maintenance, recreation, health, **street lighting (Exhibit "B"), detention pond maintenance and cleaning**, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area (if any), and to guaranty that the unified development theme and concept is maintained throughout the existence of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Five Hundred Dollars (\$1500.00) per lot.(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of

proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and the prevailing party shall have the right to be reimbursed for reasonable attorney fees and other costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

## **ARTICLE V ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee that shall initially consist of the Board of Directors of the Association. The Board may delegate said duties to a separate committee composed of three or more members appointed by the Board. The members shall serve at the pleasure of the Board. The committee shall elect a chairman from among its members. No members of the committee shall be entitled to any compensation for services

performed in said capacity, except they may be reimbursed by the Associated for actual costs and expenses incurred in the course of their duties.

Section 2. Powers and Duties of Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. The committee shall apply the following criteria:(a) All such development shall conform to the written conditions for approval imposed on the plat of GEORGIAN HEIGHTS PHASE 4 by the City of Woodinville.(b) All such development shall conform to the Building and Use Restrictions contained in Article VI hereof.(c) All such development shall conform to applicable Building Codes of the State of Washington and the City of Woodinville and, in particular, shall not exceed the lot coverage requirements for zero lot line developments (reference: Woodinville Subdivision Code).(d) All such development shall be harmonious in relation to surrounding structures and topography, and shall be consistent with the quality and character of residential development in GEORGIAN HEIGHTS PHASE 4 and, in particular, shall be in harmony with the unified development theme and concept incorporated within GEORGIAN HEIGHTS PHASE 4.

Section 3. Review and Approval by Architectural Control Committee. All applications to the Architectural Control Committee for approval must comply with the development theme and concept for GEORGIAN HEIGHTS PHASE 4 and shall be in writing and shall be supplemented by such supporting data as the committee may require. The Committee's approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after receipt of an application (together with any required supplemental materials), approval will not be required and this covenant shall be deemed to have been fully complied with, unless prior to completion of construction the owners fail to comply with the plans submitted to the Committee.

Section 4. Records. The Architectural Control Committee shall retain one complete set of approved plans and all other records of action it takes, and the same shall become part of a permanent file.

Section 5. Variances. The Architectural Control Committee shall have authority in any individual case to grant a variance from any of the Building and Use Restrictions contained in Article VI hereof, provided that no such variance may permit development which is inconsistent with binding requirements of the plat of GEORGIAN HEIGHTS PHASE 4 or the State or the City of Woodinville building codes or the development theme and concept for GEORGIAN HEIGHTS PHASE 4. Variances shall only be granted in cases of unique hardships where there will be no material detriment to surrounding properties, no inconsistency with the intent and purpose of these restrictive covenants, and in cases where alternative designs or use or materials are shown to be at least as desirable as those otherwise required.

Section 6. Liability of Architectural Control Committee. Neither the Architectural Control Committee nor any members thereof shall incur personal liability for acts or omissions of said committee in the performance of its duties hereunder.

## ARTICLE VI BUILDING AND USE RESTRICTIONS

Section 1. Permanent Structures. The only permanent structures which shall be erected, placed or permitted to remain on any lot shall be one detached single-family dwelling per lot, designed and used for single-family occupancy only, and one private garage per lot designed and used for not more than two standard-sized automobiles only. There shall be no openings of any kind, including doors and windows, for example, but excluding ventilation ducts, allowed in the wall of any structure that immediately abuts a lot line and the wall shall be of fire-wall construction as required by Woodinville Municipal Codes. Additionally, air conditioners, heat pumps, or other appurtenances shall be prohibited on the exterior side of the zero lot line wall. All fences shall be well-constructed using suitable fencing material, and shall be consistent with the architectural theme and quality of the development and must comply with the development theme and concept for GEORGIAN HEIGHTS PHASE 4. Any after development construction, or installation, of accessory buildings, such as garages and storage buildings, shall not exceed lot coverage requirements for single-family and, if applicable, zero lot line developments, in accordance with the Woodinville Municipal Codes, and such structures shall be harmonious with the unified development theme and concept of GEORGIAN HEIGHTS PHASE 4.

Section 2. Prohibited Occupancies. No mobile home, trailer, recreational vehicle, garage, outbuilding or tent shall be erected or placed on any lot for temporary or permanent use as a residence. No garage shall be converted for use as a residence (i.e. used for dwelling purposes).

Section 3. Outbuildings. Outbuildings such as garden sheds, wood sheds and storage sheds shall be permitted only within the fenced portion of a lot.

Section 4. Completion of Construction. Construction work on buildings and structures shall be prosecuted diligently and continuously until the same are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within nine months from the date construction commences.

Section 5. Parking Spaces. Guest parking spaces, if any, located in common areas of the Association shall be reserved for visitors, and shall not be occupied on a regular or routine basis by vehicles owned or used by owners and their families. There shall be no parking on pedestrian pathways, common areas or landscape easements.

Section 6. Boats and Recreational Vehicles. No boats, trailers or recreational vehicles shall be parked or stored on any lot, or on any public right-of-way or common area, for in excess of 48 hours.

Section 7. Junk Vehicles. No owner shall permit any vehicle possessed by him or a member of his family, which is inoperable or in a state of extreme disrepair, to remain parked or to be abandoned on a lot or upon any public right-of-way or common areas for a period in excess of 48 hours.

Section 8. Nuisances. No noxious, illegal or offensive trade or activity shall be carried on upon any lot, public right-of-way or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Garbage and Waste Materials. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal. Yard rakings such as rocks, dirt, grass clippings and similar materials shall not be dumped in public rights-of-way or common areas or easements. The removal and disposal of all such material shall be the sole responsibility of the individual lot owner.

Section 10. Animals and Pets. No animal, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that dogs, cats, birds, or other household pets may be kept in compliance with the existing laws and regulations of Snohomish County, provided that they are not kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable to the neighborhood.

Section 11. Signs. No signs shall be erected or maintained on any residential lot, except for address/identification signs. Provided, that "For Sale" or "For Rent" signs shall be allowed if they do not exceed eighteen inches by twenty-four inches in size.

Section 12. Antennas. No radio or television antenna shall be permitted above the roofline of any residence without written approval of the Architectural Control Committee.

Section 13. Exterior Maintenance. Each owner or occupant shall be responsible for maintaining the exterior of all structures and fences keeping them in good repair and attractive condition. Colors and materials used for repainting, resurfacing and repairing shall be consistent with the quality, design and concepts established for GEORGIAN HEIGHTS PHASE 4 by the Architectural Control Committee. A professional landscape company designated and hired by the Association shall maintain the exterior front-yard landscape, specifically including the 5 foot concrete sidewalk and the 5 foot landscape strip in front of the sidewalks, INCLUDING THE DETENTION PONDS landscaping behind lots 52-56 and adjacent to lot 60. Each owner or occupant shall be responsible for its annual Assessment as mentioned in Article 4 above. In the event any owner fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair shall be added to said lot's next regular annual or special assessment. The City of Woodinville shall have the authority to enforce such maintenance in a uniform manner, City rights-of-way/easements located between their property lines and the back of adjacent sidewalks and as an alternative perform the maintenance if cooperation is not received from the property owner for the cost of the maintenance, including administrative costs. If the City invoices are not paid within 90 days, the City shall have the option of attaching a lien against the property. STREET LIGHTING (EXHIBIT "B") PROVIDED BY INTOLIGHT SHALL BE PAID BY EACH OF THE LOT OWNERS ON A MONTHLY BASIS. A COPY OF THE STREET LIGHTING COSTS SHALL BE RECORDED WITH KING COUNTY.

**Private roads NE 199<sup>th</sup> St and 133 Ct NE** shall be maintained and asphalt resurfaced periodically by the Homeowners Association. Maintenance and Resurfacing shall be completed by a licensed professional contractor specializing in such work. Lot owners 39, 40, 41, 42, 57, 58, 59, and 60 shall pay a disproportionate share in such maintenance and resurfacing of the Private Roads fronting said lots. The Homeowners Association shall assign maintenance and resurfacing costs to each of these lot owners. TRACT 994 IS A PRIVATE POND AND SHALL BE MAINTAINED REGULARLY BY A LICENSED PROFESSIONAL CONTRACTOR SPECIALIZED IN SUCH MAINTENANCE.

Section 14. Grading and Storm Drainage. Regrading of any part of a lot shall be limited to the minimum necessary for appropriate development. Grades at property lines shall blend with the grades of adjacent sites. Grading shall not permit surface water to flow in such a way as to be a detriment to adjacent property. Runoff from paved surfaces and buildings shall be directed into the public storm drainage system.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Association and/or Owner's Rights and Responsibilities. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions that shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

