

Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, or trust deed or sale under deed of trust, shall extinguish the lien of such assessments as to payments thereof which become 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. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person who was an Owner of such property at the time the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

- 6.11 Certificate of Assessment A certificate executed and acknowledged by the Treasurer or the President of the Association, or an authorized agent thereof if neither the Treasurer nor the President is available, stating the indebtedness for assessments and charges or lack thereof secured by the assessment lien upon any lot shall be conclusive upon the Association and Lot Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Lot Owner or any encumbrance of a Lot within fifteen (15) days after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrance holding a lien on a Lot may pay any unpaid assessments or charges with respect to such Lot and, upon such payment, such encumbrance shall have a lien on such Lot for the amounts paid, of the same rank as the lien of his encumbrance.
- 6.12 Foreclosure of Assessment Lien: Attorney Fees and Costs The Association may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any Lot for nonpayment of delinquent assessments or charges, any judgment rendered against the Owners of such Lot in favor of the Association shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for or prosecution of said action, in addition to taxable costs permitted by law.
- 6.13 Remedies Cumulative. The remedies provided are cumulative, and the Association may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

## ARTICLE 7 ARCHITECTURAL CONTROL

### 7.1 Construction and Exterior Alteration or Repair

7.1.1 Before any building and structures are erected, placed or altered upon any lot, notice of intent to build or locate such building or structures shall be

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filed with the Architectural Control Committee (ACC). All buildings and structures (including, without limitations, concrete or masonry walls, rockeries, fences, swimming pools, if any, or other structures) to be constructed within the property, and all exterior alterations and repairs (including, but not limited to, reroofing or repainting) of any buildings or structures on the Property and visible from any public street, or other Lot must be approved by an ACC composed of three (3) or more Lot Owners designated from time to time in writing by the Board, provided, that so long as Declarant owns any Lots within the Project, Declarant at its option may exercise all of the rights and powers of the ACC under Article 7 including without limitation the appointment of members of the ACC. References in this Article 7 to the ACC shall be deemed to include the ACC, or the Declarant, as circumstances may dictate. Complete plans and specifications of all such proposed buildings, structures, and exterior alterations and repairs together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is started. Construction, alteration or repair shall not be started until written approval thereof is given by the ACC. Any exterior modifications in accordance with plans and specifications developed by the Declarant will be deemed approved exterior modifications.

7.1.2 Within five (5) days from receipt of such notice, the ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing structures on neighborhood residential Lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.

7.1.3 In the event the ACC fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, such approval will not be required.

7.1.4 All plans and specifications for approval by the ACC must be submitted in duplicate, at least fifteen (15) days prior to the proposed construction or exterior alteration or repair starting date. The maximum height of any building shall be established by the ACC as part of the plan approval and shall be given in writing together with the approval.

7.1.5 The ACC may require that said plans or specifications shall be prepared by an architect or a competent house-designer, approved by the ACC. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street, Common

Area or other Lot which is not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise

7.1.6 In so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which, in the ACC's opinion, shall affect the desirability or suitability to such proposed structure, improvements, or exterior alteration or repair.

7.1.7 The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment desirable, in the ACC's reasonable opinion, aesthetic or otherwise. In so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the properties located in close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purpose of these covenants, and shall be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and structures

7.1.8 The ACC shall have the right to require, at a Lot Owner's expense, the trimming or topping (or, if deemed necessary by the ACC, removal) of any tree, hedge, or shrub on a Lot which the ACC determines is unreasonably blocking or interfering with the view or access to sunlight to or from another Lot

7.1.9 Notwithstanding any provision contained in this Article, under no circumstance shall the ACC approve any action to construct, alter, restore or repair any structure, improvement, landscaped or native growth vegetation area, etc., which would be contrary to any condition of approval of the Plat of ASPEN GROVE ESTATES

7.1.10 Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions on this Section 7 as to any Lot owned by the Declarant

7.2 Minimum Requirements Without limiting the foregoing or any other authority designated in this Declaration to the ACC under Articles 7, 8 or otherwise, the ACC and all lot owners shall adhere to the following minimum standards

7.2.1 Zoning Regulations Zoning regulations, building regulations, environmental regulations, and other similar governmental regulations applicable to the Properties subject to this Declaration shall be observed. In the event of any

conflict between any provision of such governmental regulations and restrictions of this Declaration, the more restrictive provisions shall apply

7.2.2 Building Setback Requirements All building and other Lot improvements shall comply with all applicable governmental requirements, including without limitation minimum setback requirements

7.2.3 Driveway Standards All driveways shall be constructed of concrete or a material approved by ACC

7.2.4 Roofing All dwelling roofing material shall be of a consistent color, and shall be at a minimum a 25 year composition type material

7.2.6 Exterior Color All dwelling exterior colors shall be controlled through architectural approval by the ACC

7.2.7 Siding All dwelling siding material shall be a horizontal lap siding, or vertical channel siding of vinyl or wood. Brick or Stucco may be used at the discretion of the builder. No T-111, vertical L.P. panels or similar siding shall be allowed.

7.2.8 Square Footages Not applicable

7.2.9 Front Yard Landscaping All front yards of each dwelling unit shall be landscaped, including sodding of planter strips and planting of a minimum of one street tree adjacent to the street frontage of each lot. Such street trees shall be of the same species and caliper as the existing planted street trees

7.2.10 Fences No fence or wall shall be permitted between the front portion of the house and the roadway right-of-way, except that decorative fences having a height not exceeding three feet may be constructed in said areas. All fences in the front and/or back yard shall be of a wood material. The decision of the ACC shall be final and binding upon all parties.

7.2.11 Excavations Except with the permission of the ACC, or except as may be necessary in connection with the construction of any approved improvement, no excavation shall be made nor shall any dirt be removed from or added to any lot herein

7.2.12 Time Limit for Completion of Construction Any dwelling or structure erected or placed on a Lot in the subdivision shall be completed as to external appearance, including finish painting and front yard landscaping, within twelve (12) months from the date of the start of construction.

7.3 Sales Facilities of Declarant Notwithstanding any provision in this Declaration to the contrary, Declarant (its agents, employees and contractors) shall be permitted

to maintain during the period of sale of Lots and/or Homes upon such portion of the Property (Other than Lots sold by Declarant) as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Homes, including but not limited to, a business office, storage areas, signs, model units, sales office, construction office, and parking areas for all prospective tenants or purchasers of Declarant.

## ARTICLE 8 USE AND MAINTENANCE OBLIGATIONS

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- 8.1 Maintenance of Lots. Each Owner, at said Owner's sole cost and expense, shall promptly and continuously maintain, repair, and restore said Owner's Lot (including the yard and landscaping) and Home and other Improvements located thereon, and also such other areas as may be required pursuant to the provisions of this Declaration, in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Declaration.
- 8.2 Residential Use. All Lots and Improvements located thereon shall be used, improved, and devoted exclusively to residential use. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling with a minimum double attached garage nor shall any other use, building or structure be allowed, subject to Articles 7 and 8 herein, unless previously approved by the ACC.
- 8.3 n/a
- 8.4 Restrictions on Further Subdivision. No Lot or portion of a Lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located; provided, the foregoing shall not prohibit deeds of corrections, deeds, to resolve boundary disputes and similar corrective instruments. Lots may be joined and joined Lots may subsequently be subdivided only into the Lots originally joined.
- 8.5 Rental Lots. With respect to the leasing, renting, or creation of any kind of tenancy of a Lot and improvements thereon by its Owners, such Owners shall be prohibited from leasing or renting less than the entire Lot or improvements thereon, or (with the exception of a lender in possession of a Lot and improvements thereon following a default in a first mortgage, a foreclosure proceeding or any deed of trust sale or other arrangement in lieu of a foreclosure) for a term of less than thirty (30) days, and all leasing or rental agreements shall be in writing and be subject to the Declaration and Bylaws (with a default of the

tenant in complying with the Declaration and Bylaws constituting a default under the lease or rental agreement).

8.6 Business Use. No business of any kind shall be conducted on any Lot with the exception of (a) the business of Declarant in developing and selling all of the Lots and (b) such home occupation which may be permitted by the appropriate local government and which is not otherwise in violation of the provisions of this Declaration

8.7 Oil and Mining Requirements No oil drilling, oil development, 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 or in 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.

8.8 Lot Size No residential structure shall be erected or placed on any Lot which has an area of less than that required by the governmental entity having appropriate jurisdiction over the Project

8.9 Garages Every Home must have a double attached garage. All vehicles must be stored in garages or for not more than 14 days in a driveway

8.10 Mobile or Manufactured Housing. There shall be no mobile or manufactured housing.

8.11 Parking. No vehicles of any kind shall be parked on the Common Areas of the plat, nor upon any area shown as a roadway or easement on the Plat Map. Owners and their guests shall park within the Owner's garage or upon the driveway area within the lot.

Unless housed within a garage or substantially screened from view from the street or from the ground level of adjacent Lots in a manner reasonably approved by the ACC, in writing, no inoperable or unsightly cars or trucks, recreational vehicles, house trailers, mobile homes, boats, commercial vehicles (except pickup trucks of one ton or less), construction or like equipment, or trailers (utility, boat, camping, horse, or otherwise), shall be allowed to be parked or stored on any Lot for a period in excess of 14 days. No goods, equipment or vehicle (including buses, trailers, recreational vehicles, etc.) shall be dismantled or repaired outside any building or residential lot. The Association may require removal of any inoperative or unsightly vehicle, and any other equipment or item not stored in accordance with this provision

8.12 Utilities. All utilities shall be installed underground. No fuel tank shall be maintained above ground unless properly screened in a manner acceptable to the ACC. Unless otherwise approved by the Association, the cost of restoration of any front yard landscaped area(s) disturbed by private utility work shall be borne

solely by the lot owner(s) so benefited by the utility work. In the event the lot owner(s) does not restore the front yard landscaping within a reasonable time, upon due notice to the non-complying lot owner(s), the Association shall have the authority to complete the restoration on behalf of the lot owner(s) and to specially assess them for the cost.

- 8.13 Antenna No visible radio or television antenna, satellite dish or other similar type of exterior equipment shall be allowed on any Lot except a satellite dish antenna twenty-four (24) inches in diameter or less, unless approved by the ACC. The locations of any such dish shall be subject to the rules and regulations of the Board.
- 8.14 Garbage and Refuse. No garbage, refuse, rubbish, cuttings, debris, inoperable vehicles, equipment or waste of any kind shall be deposited on or left upon any Lot unless placed in an attractive container suitably located and screened from the view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No building material of any kind shall be placed or stored on any property within the development until the Lot Owner is ready to commence construction, and then such materials shall be placed within the boundary lines of the Lot upon which it is intended. Garbage cans may only be placed in public view on the day of garbage pickup. The proper removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owners. Upon notice and an opportunity to be heard, the Association, acting by and through the Board, shall have the authority to assess any Lot Owner responsible for disposing of such waste materials upon the Common Areas with said assessment equal to the costs of clean up, restoration, repair and replacement of any and all damaged or affected Common Areas or facilities.
- 8.15 Games and Play Structures No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ACC. Basketball hoops shall not be allowed on the lots or common areas. No portable basketball hoops shall be used, stored or located on any lot or common area or upon the public streets adjacent thereto.
- 8.16 Construction of Significant Recreation Facilities The construction of any significant recreational facilities on any Lot including, but not limited to, such items as swimming pools, tennis, badminton or pickle ball courts shall require the approval of the ACC and shall be subject to the requirements adopted by the ACC.
- 8.17 Livestock and Poultry No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on the Property, except that dogs and cats, and other indoor household pets may be kept provided that they are not kept, bred, or

maintained for any commercial purpose. No individual Lot owner shall keep more than two dogs.

- 8.18 Signs. No signs of any kind, nor for any uses shall be erected, painted, or displayed on any building site in this subdivision whatsoever, except public notice by a political division of the State or County or as required by law, one professional sign of not more than one square foot, any builder or the builder's agent may erect and display signs during the period the builder is building and selling property in the subdivision, and any Lot Owner or the Lot Owner's agent wishing to sell that Owner's Lot may place a sign not larger than five square feet on the property itself.
- 8.19 Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence, even temporarily. No building or structure shall be moved on to the Property from any land outside the development. A trailer may be placed and occupied by the designated subdivision sales agent with the prior written approval of the ACC. A construction shack may be used by an Owner's construction contractor during the construction period.
- 8.20 Use During Construction. Except with the approval of the ACC, no person shall reside upon the premises of any Lot until such time as the improvements to be erected thereon accordance with the plans and specifications by the ACC have been completed. Completion shall be considered receipt of a final inspection of the dwelling unit by Building Department having jurisdiction over the Project.
- 8.21 Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any Lot or upon any other portion of the Property. If the Board of Directors determines that a thing or use is undesirable or noxious, that determination shall be conclusive.
- 8.22 Clothes Lines, Other Structures. No clothes lines or other structures of a similar nature shall be visible from front street.
- 8.23 Sensitive Areas. All Sensitive Areas and/or tracts as shown on the final plat, or any plat for subsequent divisions thereof, are to be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The following activities as set forth in King County Chapter 21A.24 are allowed when approved by the City of Kenmore:
- (a) Crossing for underground utility lines and drainage discharge swales which utilize the shortest alignment possible and for which no alignment that would avoid such a crossing is feasible,

(b) Fences, only if the critical area and its buffer are not detrimentally affected, and

(c) Other uses and development activity as allowed by Chapter 21A 24

8 24 Tree Removal After construction is completed and landscaped installed, the removal of trees on individual lots shall be limited to the area in which the buildings, patios and driveways are to be constructed. Any other removal of trees must first have the approval of the ACC. Under the provisions of approval for the plat trees are to be maintained by the individual lot owners along the roadways. The Association shall ensure compliance by the lot owners with the requirements for trees contained in the plat approval.

8 25 Invalidation Not Affecting Remaining Provisions Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### ARTICLE 9 LIMITATION OF LIABILITY

9 1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Association, neither the Association nor members of the Board of Directors, or Officers (or the Declarant or Declarant's managing agent, exercising the powers of the Board) shall be liable for any failure of any utility or other service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or resulting from electricity, water, rain, dust, mud, or sand which may lead or flow from outside or from any parts of the building or from any of its pipes, drains, conduits, appliances, or equipment or from any other place or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or order of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

9 2 No Personal Liability Except as provided by Chapter 64 38 RCW, so long as a member of the Board of Directors, Association Officer, Declarant, or Declarant's agent, exercising the powers of the Board of Directors, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person, provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Association.