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9205050544

DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
CANTER GROVE

AFTER RECORDING, RETURN TO:

John F. Bulhan HOMES  
11555 Northrup Way  
Bellevue, WA 98004

ATTN BRENDA OSBORNE

INDEX

ARTICLE I  
DEFINITIONS. . . . . 2

ARTICLE II  
PRE-EXISTING RESTRICTIONS. . . . . 4

ARTICLE III  
OTHER PARCELS. . . . . 4

ARTICLE IV  
DEVELOPMENT PERIOD; MANAGEMENT RIGHTS  
OF DECLARANT DURING DEVELOPMENT. . . . . 6  
\*1: Management by Declarant . . . . . 6  
\*2: Notice to Owners. . . . . 6  
\*3: Temporary Board . . . . . 7  
\*4: Management of Plat During Development Period. . . . . 7  
\*5: Purpose of Development Period . . . . . 8  
\*6: Expenditures During Development Period. . . . . 8

ARTICLE V  
LANDSCAPE, DRAINAGE, AND PRIVATE ROAD EASEMENTS . . . . . 9  
\*1: Conveyance of Common Maintenance Areas. . . . . 9  
\*2: Landscape Easements . . . . . 9  
\*3: Drainage Easement Restrictions. . . . . 9  
\*4: Easements for Maintenance and Operation of Water Mains. . 10  
\*5: Private 60' Easement for Ingress, Egress and Utilities. . 10

ARTICLE VI  
ADMINISTRATION AND USE OF COMMON MAINTENANCE AREAS . . . . . 10  
\*1: Alteration of the Common Maintenance Areas. . . . . 10  
\*2: Dumping in Common Maintenance Areas . . . . . 10  
\*3: Landscaping and Fencing . . . . . 10  
\*4: Other Parcels . . . . . 11

ARTICLE VII  
NATIVE GROWTH PROTECTION EASEMENT; RETENTION/DETENTION  
TRACTS; SENSITIVE AREAS. . . . . 11  
\*1: Retention/Detention Tracts. . . . . 11  
\*2: Native Growth Protection Easement . . . . . 11  
\*3: Sensitive Areas . . . . . 12

ARTICLE VIII  
MAINTENANCE OF THE COMMON MAINTENANCE AREAS AND SITES  
DELEGATION OF MANAGEMENT . . . . . 12  
\*1: Use of Tract A. . . . . 12  
\*2: Cleaning Rights-of-Way Within the Plat. . . . . 12  
\*3: Responsibility for Maintaining Common Maintenance Areas . 12  
\*4: Repair of Common Maintenance Areas. . . . . 13  
\*5: Management. . . . . 13

9205050544





ARTICLE XIII

LAND USE RESTRICTIONS. . . . . 25

\*1: Residential Restrictions. . . . . 25

\*2: Property Use Restrictions . . . . . 26

\*3: Prohibition of Nuisances and Untidy Conditions. . . . . 26

\*4: Fences, Walls & Shrubs. . . . . 26

\*5: Temporary Structures. . . . . 27

\*6: Mining. . . . . 27

\*7: Building Setbacks . . . . . 27

\*8: Signs . . . . . 28

\*9: Animals . . . . . 29

\*10: Delegation of Use and Responsibilities. . . . . 29

\*11: Protection of Native Trees. . . . . 29

ARTICLE XIV

BUILDING RESTRICTIONS. . . . . 29

\*1: Plans for Residences Must be Approved . . . . . 29

\*2: Building Materials. . . . . 30

\*3: Plan Checks/Construction Cleanup Fee. . . . . 30

\*4: Permits . . . . . 31

\*5: Codes . . . . . 31

\*6: Time of Completion. . . . . 31

\*7: Entry for Inspection. . . . . 31

\*8: Contractor. . . . . 32

9205050544

ARTICLE XV

UTILITIES. . . . . 32

\*1: Wiring. . . . . 32

\*2: Antennae. . . . . 32

\*3: Septic Systems. . . . . 32

ARTICLE XVI

HORSES AND EQUESTRIAN FACILITIES . . . . . 33

\*1: Number of Horses. . . . . 33

\*2: Areas Where Horses Are Allowed. . . . . 33

\*3: Horse Manure. . . . . 33

\*4: Equestrian Facilities . . . . . 34

\*5: Location of Equestrian Facilities . . . . . 34

\*6: Storage . . . . . 34

\*7: Imposition of Maintenance Fee . . . . . 34

\*8: Equestrian Regulation . . . . . 34

\*9: Equestrian Facilities Must Not Impair Drainfields . . . . . 34

\*10: Violations of This Article. . . . . 35

\*11: Revocation of Privilege to Keep a Horse . . . . . 35

ARTICLE XVII

ARCHITECTURAL CONTROL. . . . . 35

\*1: Architectural Control Committee ("Committee") . . . . . 35

\*2: Jurisdiction and Purpose. . . . . 36

\*3: Membership. . . . . 37

\*4: Designation of a Representative . . . . . 37

\*5: Donation of Time. . . . . 37

\*6: Voting. . . . . 37

\*7: Submission of Plans . . . . . 37

\*8: Plan Check Fee. . . . . 38

\*9: Evaluating Development Proposals. . . . . 38

ARTICLE XVII (Continued)

*10:	Exclusions . . . . .	39
*11:	Approval Procedures . . . . .	39
*12:	Compliance with Codes . . . . .	39
*13:	Variation . . . . .	40
*14:	Enforcement . . . . .	40

ARTICLE XVIII

GENERAL PROVISIONS . . . . .		40
*1:	Covenants Running with the Land . . . . .	40
*2:	Amendment . . . . .	41
*3:	Enforcement . . . . .	41
*4:	Attorney's Fees . . . . .	41
*5:	Successors and Assigns. . . . .	41
*6:	Severability. . . . .	42
*7:	Rule Against Perpetuities . . . . .	42

9205050544

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CANTER GROVE

9205050544

THIS DECLARATION is made on the date hereinafter set forth by JOHN F. BUCHAN, CONSTRUCTION, INC., ("Declarant"), who is the owner of certain land situated in the State of Washington, County of King, known as CANTOR GROVE, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. In order to ensure preservation of the gracious residential environment at CANTOR GROVE, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties thereof and shall inure to the benefit of each owner thereof and to the benefit of the CANTOR GROVE Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE I  
DEFINITIONS

For the purposes of the Declaration and the Articles of Incorporation and the Bylaws of the CANTOR GROVE Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1. "Association" shall mean and refer to the CANTOR GROVE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article XII. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" of "Declarant" as provided in Article IV, unless the language or context clearly indicates otherwise.

Section 3. "Properties" shall mean and refer to the real property described with particularity in Exhibit A and such additions to that property which may hereafter be brought within the jurisdiction of the Association.

Section 4. "Owner" shall mean and refer to record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant and participating Builders, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 5. "Common Maintenance Areas" 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. The areas to be maintained by the Association at the time of recording



this Declaration are described as follows: All improvements, including fencing and landscaping located at the entrance to the plat and the landscaping improvements made in Tract A.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 7. "Declarant" shall mean and refer to John F. Buchan Construction, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Architectural Control Committee" shall refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XVII of this Declaration, hereinafter referred to as the "Committee".

Section 9. "Development Period" shall mean and refer to that period of time defined in Article IV of this Declaration.

Section 10. "Other Parcels" shall mean those parcels of land selected by the Declarant which may be added to the Properties by Declarant in accordance with Article III.

Section 11. "Plat" shall mean and refer to the CANTER GROVE SHORT PLATS, as recorded as follows: Short Plat #1287023, recorded in Volume 80 of Plats, Page 62A, Records of King County, Washington, under Recording No. 9104309002; Short Plat #1287024, recorded in Volume 80 of Plats, Pages 63 through 63A, Records of King County, Washington, under Recording No. 9104309003; Short Plat #1287025, recorded in Volume 80 of Plats, Pages 64 through 64A, Records of King County, Washington, under Recording No. 9104309004; and Short Plat #1287026, recorded in Volume 80 of Plats, Pages 65 through 65A, Records of King County, Washington, under Recording No. 9104309005.



Section 12. "Residence" shall mean and refer to buildings occupying any Lot.

Section 13. "Native Growth Protection Easement" shall mean and refer to that area on the Plat located within a portion of the face of the Plat which is designed as a Native Growth Protection Easement. This easement has been set aside, in the area indicated on the Plat, for King County for the protection and preservation of wetlands and drainage course that is located on the Properties. This easement is subject to the control of the King County Department of Public Works and the King County Department of Building and Land Development.

Section 14. "Tracts" shall mean and refer to that area on the Plat located within a portion of the face of the Plat which is designated as Tracts A and B. Tract A has been dedicated to King County for retention/detention purposes; Tract B is permanent open space and has been dedicated to King County.

ARTICLE II

PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration, to the extent that the Properties may be already affected by previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid, continue to be subject to such restrictions.

ARTICLE III

OTHER PARCELS

Section 1. Other Parcels Will be Governed by Declaration. Declarant reserves the right, but is not obliged, to add Other Parcels to the Properties. Declarant reserves the right to determine the number and location of any Lots within the Other Parcels.

If any Other Parcels are added to the Properties, all of the Other Parcels shall be governed by this Declaration if Declarant so e<sup>1</sup>

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THE KING COUNTY DEPARTMENT OF PUBLIC WORKS

The character of the improvements which may be later added to the Properties on Other Parcels shall be compatible with improvements already existing on the Properties; provided, however, that Declarant may develop the Other Parcels for any lawful purpose that is allowed by applicable land use laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Lot Owners in the Other Parcels.

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Section 2. Procedure for Adding Other Parcels During Development Period. The addition of any Other Parcels to the Properties shall occur when the Declarant files for record an amendment to this Declaration legally describing the Other Parcels and subject to the provisions of this Declaration. It shall not be necessary to amend this Declaration to add other parcels during the Development Period. Upon expiration of the Development Period, Other Parcels may be added to the Properties with the consent of fifty-one (51%) percent of the members of the Association. If Other Parcels are added to the properties, the Association shall file for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration.

Section 3. Adjustment of Voting Rights. The voting rights of the existing Lot Owners shall be adjusted at the time Other Parcels are added to the Properties only to the extent that the total number of votes is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished. If Other Parcels are added prior to the expiration of the Development Period, such Other Parcels shall initially be managed by the Declarant, subject to the provisions of Article IV.

ARTICLE IV

DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF  
DECLARANT DURING DEVELOPMENT

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Section 1. Management by Declarant. "Development Period" shall mean that period of time from the date of recording the Declaration until (1) a date five (5) years from the date of recording this Declaration or (2) the thirtieth (30th) day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all owners, whichever date first occurs. Until termination of the Development Period, either upon the sale of the required number of Lots, the expiration of five years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant. If the Development Period has terminated under the foregoing provision (2), the addition of Other Parcels to the Properties already subject to this Declaration shall not change the fact that the Development Period has terminated as to the Properties. If the Development Period has not terminated pursuant to provision (2) herein before the addition of Other Parcels to the Properties, the 99 percent of the total voting power shall be determined on the basis of the voting power of all the Lots then in the Property after the addition of the Other Parcels.

Section 2. Notice to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development Period, the Declarant shall send written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the



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Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association, and to approve or establish articles and bylaws. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five (5) Lots shall constitute a quorum. The Board of Directors and Offices of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Temporary Board. Declarant may, in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time terminate the Temporary Board and reassume his management authority under Article IV or select a new Temporary Board under this section of Article IV.

Section 4. Management of Plat During Development Period. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by

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the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

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Section 5. Purpose of Development Period. These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority in Declarant.

Section 6. Expenditures During Development Period. During the Development Period, Declarant, or any successor of Declarant, shall have the sole discretion to use and consume all or so much of the dues paid in as in Declarant's judgment is necessary or expedient in maintaining the common areas and carrying out the other functions of the Homeowners' Association. Maintenance of common areas include, but are not limited to, (1) replacement of all dead or missing flowers, annual color change, shrubs, trees or grass; (2) irrigation costs and repairs; and (3) costs of any vandalism.

Other functions include, but are not limited to, any legal fees associated with Declarant, or any successor of Declarant, carrying out any duties during the Development Period, including all costs associated with turning over the Homeowners' Association after the expiration of said Development Period.



Upon termination of the Development Period, Declarant shall deliver any funds remaining to the Homeowners' Association. It is provided, however, that if, during the Development Period, the expenses have exceeded the receipts, Declarant shall have no claim against the Homeowners' Association.

Declarant, or any successor of Declarant, shall not be held liable to the Homeowners' Association for monetary damages for conduct as the Declarant and shall be held harmless from any and all legal actions brought by the Association for the administration of the Association prior to expiration of the Development Period.

#### ARTICLE V

##### LANDSCAPE, DRAINAGE, AND PRIVATE ROAD EASEMENTS

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Section 1. Conveyance of Common Maintenance Areas. Declarant hereby transfers and conveys to the Association for the common use and enjoyment of the Association and Owners landscape easements shown on the face of the Plat. These easements shall be designated as Common Maintenance Areas.

Section 2. Landscape Easements. Landscape easements are designated on the face of the Plat for all entry improvements, including fencing and landscaping. The Homeowner's Association shall provide and maintain the landscaping, fencing and any systems necessary for the maintenance of such areas. The Architectural Control Committee must approve the removal of any landscaping or fencing from such areas. Landscaping shall not be removed from such areas unless it is dead or diseased. Neither Lot Owners nor their invitees shall engage in any activities in such areas which would impair the vegetation or fencing.

Section 3. Drainage Easement Restrictions. Various drainage easements are indicated on the face of the Plat. Structures, fills and obstructions, including, but not limited to, decks, patios and



buildings, or overhangs, shall not be permitted beyond the building set-back line or within drainage easements. Additionally, grading and the construction of fencing shall not be allowed within either drainage or sewer easements shown on the face of the Plat map unless otherwise approved by the King County Building and Land Development Division and the Architectural Control Committee.

Section 4. Easements for Maintenance and Operation of and Water Mains. Easements have been granted to Sammamish Plateau Water District under and upon the easements designated on the face of the Plat as water easements to install, maintain, replace, repair and operate water mains and appurtenances for this subdivision. Structures shall not be constructed within the area of these easements.

Section 5. Private 60' Easement for Ingress, Egress and Utilities. An private 60' easement has been granted to the owners of Lot 9 (recorded as Lot 4, Short Plat #1287025) and Lot 10 (recorded as Lot 4, Short Plat #1287026) for ingress, egress and utilities. Said easement will be maintained, repaired and/or rebuilt by said owners having legal access therefrom unless or until said road is improved to King County standards and is dedicated and accepted by King County for maintenance.

#### ARTICLE VI

##### ADMINISTRATION AND USE OF COMMON MAINTENANCE AREAS

Section 1. Alteration of the Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from the Common Maintenance Areas except upon prior written consent of the Committee.

Section 2. Dumping in Common Maintenance Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on or within the Common Maintenance Areas.

Section 3. Landscaping and Fencing. No structures of any kind,

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including fences and walls, may be built or placed within any right-of-way or easement delineated on the Plat except as deemed appropriate by the Committee and King County. This prohibition shall not apply to the landscaping easements shown on the face of the Plat.

Section 4. Other Parcels. If Other Parcels are added to the Properties, the Owners of Other Parcels shall share in the expense of maintaining Common Maintenance Areas.

#### ARTICLE VII

#### NATIVE GROWTH PROTECTION EASEMENT

#### RETENTION/DETENTION TRACTS

#### SENSITIVE AREAS

9205050544 Section 1. Retention/Detention Tracts. Tract A has been designated on the face of the Plat for retention/detention purposes and dedicated to King County.

Section 2. Native Growth Protection Easement. A Native Growth Protection Easement has been designated on certain lots in order to protect sensitive areas and drainage courses which lie on certain lots. Native Growth Protection Easements are dedicated to the public and convey to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The Native Growth Protection Easement imposes on all present and future Owners and occupiers of the land subject to the easement, the obligation enforceable on behalf of the public by King County to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without the express permission from

King County, which permission must be obtained in writing from the King County Building and Land Development Division or its successor agency.

Before beginning and during the course of any grading, construction or other development activity on lots with a Native Growth Protection Easement, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County. Structures, fill and obstructions (including but not limited to decks, patios, outbuildings or overhangs beyond 18 inches) are prohibited beyond the building setback line and within the Native Growth Protection Easement as shown on the Plat.

Section 3. Sensitive Areas. This plat contains sensitive areas and/or sensitive area buffers, as defined by the King County Sensitive Areas Ordinance No. 9614, codified by K.C.C. Title 21. The provisions of the Sensitive Areas Ordinance apply to this property. Limitations may exist on actions in or affecting the sensitive areas or their buffers present on this property. For further information regarding such limitations, please contact the Building and Land Development Division of King County or its successor agency.

#### ARTICLE VIII

##### MAINTENANCE OF THE COMMON MAINTENANCE AREAS AND SITES

##### DELEGATION OF MANAGEMENT

Section 1. Use of Tract A. Tract A is a designated and retention/detention facility for CANTOR GROVE. Any improvement, alteration or construction done within this tract must be approved by King County, and the Committee.

Section 2. Cleaning Rights-of-Way Within the Plat. King County shall be responsible for cleaning and maintaining all rights-of-ways within the Plat.

Section 3. Responsibility for Maintaining Common Maintenance



Areas. The Association is responsible for maintaining and preserving the character of areas designated on the face of the Plat and these covenants as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

Section 4. Repair of Common Maintenance Areas. Any damage to common Maintenance Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., by the Owners or their children or guests shall be repaired within one week by the Owner who caused the area to be damaged. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of twelve (12%) percent per annum.

Section 5. Management. Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of the common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed three (3) years, renewable by agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Fees applicable to any such management, employment or service agreement shall be assessed to the Association or owners prior to formation of an

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ARTICLE IX  
ASSESSMENTS

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Section 1. Creation of Lien and Personal Obligation. Each Owner of any Lot, by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments for capital improvements. If the Owner fails to timely pay assessments within 30 days of the date specified by the Association, the annual and special assessments, together with any interest, costs and any 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 person who is the Owner of such property 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 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Maintenance Areas as provided in Article VIII.

Section 3. Annual Assessment. Until December 31, 1992, the annual assessment shall be \$1,150.00 per Lot; six percent (6%) of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a

professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association.

The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs. It shall not be necessary to amend this Declaration to increase the annual assessment during the Development Period. During this period, the Declarant will give members of the Association notice of increased assessments thirty (30) days before such assessments become effective.

(a) After the Development Period expires, the maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent only if fifty-one (51%) percent of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 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, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas not provided by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51%) percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized in Section 4, the Declarant or 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 either the Board or Architectural Control Committee is named as a party as a result of a decision made or action performed while acting in behalf of the Homeowners Association, or (3) any other reasonable expenses incurred by the Homeowners Association. The assessment shall require the consent of fifty-one (51%) percent of the members of the Association.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of 51 percent of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

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Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence in January 1, 1992. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified Lot has 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 issuance.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power



to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XVII, Section 4). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or 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 either this Declaration, the Articles or the Bylaws of the Association.

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Section 10. Subordination of the Lien to Mortgage. 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 become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter become due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article. Property owned by Declarant shall also be exempt from such assessment.

Section 12. Management by Declarant During the Development Period. Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns as



provided in Article IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Maintenance Areas and rights-of-way and Plat management fee during the Development Period.

## ARTICLE X

### MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall be emptied regularly and their contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers and recreational vehicles shall be referred to as "Vehicles.") This provision shall not exclude temporary (less than 72 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots, unless the Owner has received prior permission from the Declarant or Board to have such Vehicles parked for a longer period. This paragraph is not meant to disallow permanent (more than 72 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon forty-eight (48) hours' notice to the Owner of an

improperly parked or stored Vehicle, the Board has the authority to have towed, at the Owner's expense, any such Vehicles, unless the Owner has obtained permission from the Declarant or Board to have the Vehicle so parked or stored.

Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle, may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of one week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

Section 2. Easement for Enforcement Purposes. Owners hereby grant to the Association an express easement for purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section 3. Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the CANTOR GROVE community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies such complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be

enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have the assent of fifty-one (51%) percent of the Members before undertaking such repairs.

Section 4. Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

## ARTICLE XI

### HOMEOWNERS' ASSOCIATION

Section 1. Non-Profit Corporation. After the Development Period expires, the Association shall be a non-profit corporation under the laws of the State of Washington. The Homeowners' Association may be an unincorporated Association during the Development Period, unless the Declarant elects to incorporate the Association.

Section 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 to 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, the Articles and the Bylaws of the Association.

Section 3. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be



exercised as the Owners decide to exercise that vote, but, in no event, shall more than one vote be cast with respect to any Lot, nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the CANTER GROVE Homeowners' Association.

## ARTICLE XII

### MANAGEMENT BY BOARD

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Section 1. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three (3) directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article IV.

Section 2. Terms. The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation, but not limitation:

- (a) Insurance. Obtain policies of general liability insurance.
- (b) Legal and Accounting Services. Obtain legal and accounting





(g) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.

(h) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided. However, such right of contract shall be subject to Association approval.

(i) Improvement of Common Areas. Improve the Common Areas with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$10,000.00, fifty-one (51%) percent of the Owners must approve the addition of such capital improvements to the Common Areas.

9205050544 (j) Right of Entry. Enter any Lot or Residence, with reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be spatially assessed against the Owner of the other Lot.

(k) Promulgation of Rules. Adopt and publish rules and



regulations governing the members and their guests and establish penalties for any infraction thereof.

(l) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.

(m) Employment of Manager. Employ a manager, an independent contractor, or such other employee as the Board deems necessary and describe the duties of such employees.

(n) Payment for Goods and Service. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(o) Impose Assessments. Impose annual and special assessments.

(p) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(q) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

#### ARTICLE XIII

##### LAND USE RESTRICTIONS

Section 1. Residential Restrictions. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence must have a

private enclosed car shelter for not less than two cars. No single structure shall be altered to provide a residence for more than one family. Rambler-type residences (residences consisting of a basement and one story or residences (Consisting of a single story) shall contain at least 3,000 square feet. Multi-story residences (residences consisting of a basement and two stories, or residences consisting of two stories) shall contain at least 3,000 square feet. In computing the total square footage of a residence, the basement shall not be included.

Section 2. Property Use Restrictions. No Lot shall be used in a fashion which unreasonably interferes with the Owner's right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of Site unreasonably interferes with those rights; such determinations shall be conclusive.

Section 3. Prohibition of Nuisances and Untidy Conditions. No noxious or offensive activity shall be conducted on any Lot or Common Area, nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detract from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever.

Section 4. Fences, Walls & Shrubs. Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, subject to (1) the

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approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire or corrugated fiberglass fences shall be erected on any Lot. All fences constructed in the Plat must be the same as the fences constructed by the Declarant, unless otherwise authorized by the Declarant and approved by the Committee.

Section 5. Temporary Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located.

Section 6. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation of shafts be permitted on 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. Oil storage for residential heating purposes is permissible if the storage tank is buried.

Section 7. Building Setbacks. The Architectural Control Committee shall establish front setback requirements for homes constructed in the Plat. Setback requirements for all residences in the Plat shall be established in accord with relevant public zoning ordinances. No dwelling shall be located on any Lot nearer than ten (10) feet to the rear lot line. For the purpose of this Covenant, eaves, steps, chimneys and open porches shall not be considered as part



of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon any easement indicated on the face of the Plat or as otherwise recorded or upon Common Areas.

Section 8. Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. All such signs shall be of a quality equivalent to those used by Declarant. One sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by Declarant. Political yard signs not more than five (5) square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed or destroyed.

Section 9. Animals. No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Efforts should be made by the person accompanying the animal to remove animal waste deposited on laws and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicated that animals are kept in violation of this section, the Board will give the Owner ten (10) days' written notice of the violation. Such violations must be remedied by the Owner with ten (10) days. Failure to comply with the written notice will result in a fine of \$25 per day. The

Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Article XVII, Section 5. If a Lot Owner violates provisions of this section regarding pens and enclosures on more than two (2) occasions, the Board may require the Lot Owner to remove such structure.

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Section 10. Delegation of Use and Responsibilities. Any Owner may delegate, in accord with the Bylaws of the CANTOR GROVE Homeowners' Association, his right of enjoyment of Common Areas to members of his family, his tenants, or contract purchasers who reside on the property. In the event an owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

Section 11. Protection of Native Trees. Homeowners shall not cut down native trees located on Lots within the Plat unless such trees are dead. It shall be necessary for homeowners to obtain the permission of the Architectural Control Committee before cutting or pruning such trees. This provision only applies to native trees in the Plat when the Declarant commenced development and shall not apply to trees which owners plant on their Lots.

#### ARTICLE XIV

##### BUILDING RESTRICTIONS

Section 1. Plans for Residences Must be Approved. Any residence constructed in the Plat by a builder other than the Declarant must be constructed in accord with a plan approved by the Architectural Control



Committee. The requirements for the plans are described in Article XVI.

Section 2. Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a decor item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of the CANTOR GROVE development and whether the material would add to the attractive development of the subdivision. All roofs are to be unpainted cedar shingles or shakes. Siding and trim are to be resawn wood of a color approved by the Committee. All visible masonry shall be native stone, brick or stucco. All windows are to be wood wrapped.

Homeowners who do not have the Declarant construct their homes shall be obliged to use materials of a quality equivalent to those materials which the Declarant has utilized for the construction of the homes in the subdivision. If inferior materials are utilized, the Committee will require that such materials be replaced. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of equivalent quality.

Section 3. Plan Checks/Construction Cleanup Fee. Each Lot Owner not using John F. Buchan Construction, Inc., as their house builder shall be required to cleanup the Lot within ten (10) days of completing construction. Such Lot Owners shall be required to pay a \$1,250.00 fee to Committee to be used as follows:

- (a) \$250.00 for house plan check; and
- (b) \$1,000.00 as a damage deposit to be held until house construction is complete. The damage deposit will be used in the event

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the Owner does not fulfill his cleanup responsibility, in which case the Committee will handle the cleanup and deduct the cost of such cleanup from the \$1,000.00 deposit.

(c) The builder will be required to pay the cost of removing dirt and construction debris resulting from the construction project from streets in the Plat periodically during the construction period. (The construction period begins with the installation of the foundation and ends upon completion of the residence.)

Section 4. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the Board, Committee or the Declarant. The Committee must approve the plans for all construction or alteration proposals (see Article XVI).

Section 5. Codes. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) in force at the commencement of the construction, including the latest revisions thereof.

Section 6. Time of Completion. The exterior of any structure, including painting or other suitable finish and initial landscaping, shall be completed within seven (7) months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period. (The construction period begins with the construction of the foundation and ends upon completion of the residence.)

Section 7. Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable

predetermined hour, upon 24 hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the Purpose of making and carrying out such inspections.

Section 8. Contractor. No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Committee.

#### ARTICLE XV

#### UTILITIES

Section 1. Wiring. The wiring of accessory buildings or lights of any kind shall be underground.

Section 2. Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee.

Section 3. Septic Systems. All septic systems serving Lots within the Plat must be professionally designed and meet all requirements of the King County Health Department and any requirements of the Architectural Control Committee. A preventative maintenance schedule must be followed consisting of inspecting the septic tank every three (3) years and removing sludge if necessary and checking baffles and vents for damage. The Homeowner's Association requires that all septic systems be inspected every three (3) years and a report about their condition be submitted to the Association. Lot owner's may elect to have this inspection and maintenance performed by any person approved by the King County Health Department. The Homeowner's

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Association is authorized to work on any Lot and to employ Health Department approved services in order to perform these inspections and any required maintenance, the cost of which shall be assessed directly to each Lot Owner for which the inspection/maintenance work was done. No structures, plantings or fill shall be placed within septic drainfields without obtain the written permission of the King County Health Department and the Architectural Control Committee.

#### ARTICLE XVI

##### HORSES AND EQUESTRIAN FACILITIES

Section 1. Number of Horses. Each Owner is permitted to keep up to two (2) horses on any Lot, provided that the Owner obtains authorization from the Board to keep said horse or horses. If any Owners wishes to keep more than two (2) horses on any Lot, authorization for the Board must first be obtained.

Section 2. Areas Where Horses Are Allowed. Horses shall only be kept in the rear yard of Lots. Horses are prohibited from (1) grazing in the front yard or the parking strip of yards within the Plat or (2) entering Native Growth Protection Areas, Tracts or Common Maintenance Areas. A horse may only be ridden in the rear yard of the residence where the horse resides or in rights-of-way within the Plat.

Section 3. Horse Manure. Horse owners shall be obliged to promptly remove all horse manure within three hours of the deposit of such substance from rights-of-way within the Plat. Failure to promptly remove horse manure from rights-of-way constitutes a violation of this section. All violations of this section shall be reported to the Board. After investigating violation of this section and verifying that a violation has occurred, the Board shall send the horse owner, by certified mail, a notice of violation. If a horse owner, within a one-year period, commits three violations of this section, the horse

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owner's privilege to keep on horse on his Lot will be revoked.

Section 4. Equestrian Facilities. Horse owners must obtain the permission of the Committee before erecting any equestrian facilities, which include horse barns, stables, fences and stalls. The Committee must approve the design and location of such facilities. The Committee shall review proposed equestrian facilities in accord with the standards which are articulated in Article VII. Additionally, the Committee shall consider whether the location of the proposed structure would unreasonably interfere with the rights of nearby Owners.

Section 5. Location of Equestrian Facilities. Any building, pen or structure used to confine, house or feed horses shall not be located any closer than 150 feet of any boundary property line or Native Growth Protection Area. Any pastures, exercise yards, or rings shall be not less than 100 feet from any boundary property line or Native Growth Protection Area.

Section 6. Storage. Any open-air storage of manure, hay, straw or similar organic materials is prohibited.

Section 7. Imposition of Maintenance Fee. In the event that allowing horses to be kept on Lots within the Plat causes an increase in common maintenance costs, the Association (or the Declarant during the Development Period) shall have the authority to impose a special maintenance fee on horse owners. This fee shall reflect additional maintenance costs resulting from the presence of horses within the Plat.

Section 8. Equestrian Regulation. The Declarant, during the Development Period, and after the Development Period expires, the Board, shall have the authority to promulgate rules governing horses which are kept on Lots within the Plat.

Section 9. Equestrian Facilities Must Not Impair Drainfields.

Equestrian facilities and pastures may neither be placed within septic tank drainfield areas or reserve areas, nor impair the character of septic tank drainfield areas or reserve areas. Before determining the location of equestrian facilities, the horse owner must consult either the septic designer or King County in order to determine the location of such areas. All development proposals for equestrian facilities must indicate the location of such areas.

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Section 10. Violations of This Article. Any condition resulting from the presence of a horse on a Lot which violates the terms of this Article is a violation. Upon receiving a complaint of such a violation, the board (or the Declarant during the Development Period) shall immediately investigate the complaint. Upon verifying the complaint, the Board shall give the horse owner immediate notice that the condition complained of must be corrected with 48 hours. The notice shall be sent to the Owner by certified mail. If the horse owner fails to correct such a condition within 48 hours, the Board or an agent of the Board (an individual designed by the Board to correct the condition) shall have the authority to enter the Lot and correct the offending condition. The horse owner shall be obliged to pay all expenses incurred by the Board in order to correct conditions.

Section 11. Revocation of Privilege to Keep a Horse. If a horse owner commits three violations of this Article within a one-year period, the Board shall revoke the privilege of the horse owner to keep a horse on the Lot.

#### ARTICLE XVII

#### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee ("Committee"). Upon termination of the Development Period, the Board shall appoint a Committee. The Committee shall consist of not less than three (3) and



not more than five (5) members. It is not a requirement that members of the Committee be (1) Owners or (2) members of the Association.

During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. If the Declarant elects not to perform this function, or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within one month of the election of the Board following the termination of the Development Period.

9205050544 Section 2. Jurisdiction and Purpose. The Committee or the Declarant shall review proposed plans and specifications for Residences, accessory structures (e.g., garden sheds, toll sheds, doll houses, and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses, sport courts) or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, heights, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the Plat.



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Section 3. Membership. The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons.

Section 4. Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 5. Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

Section 6. Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 7. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;
- (c) The general design;
- (d) The interior layout;

(e) The exterior finish materials and color; including roof materials;

(f) The landscape plan; and

(g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards articulated in the Declaration and the standards employed by the Committee evaluating development proposals.

Section 8. Plan Check Fee. All individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$250.00 will be charged to review plans and specifications for Residences. A fee of \$150.00 will be charged for the review of other structures.

Section 9. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in CANTOR GROVE, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design which (1) fails to meet the above recited standards and any other aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties and Common Areas, (3) impairs the view of nearby Properties, or (4) is of a temporary or non-permanent nature. Committee determinations may be amended by a

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majority vote of Committee members.

Section 10. Exclusions. Plans and specifications for homes constructed by John F. Buchan Construction, Inc., need not be reviewed by the Committee.

Section 11. Approval Procedures. Within thirty (30) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no approval of such plans and specifications is given with thirty (30) days of submission, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced. This provision shall not apply to plans and specifications for homes which will be constructed in the Plat by Declarant.

Section 12. Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built



pursuant to plans and specifications approved by the Committee.

Section 13. Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) place a detrimental impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would future the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

Section 14. Enforcement. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal (see Article XVIII, Section 4).

#### ARTICLE XVIII

#### GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in

whole or in part.

9205050544  
Section 2. Amendment. The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of 30 years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if fifty-one (51%) percent of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least 51 percent of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the King County Auditor.

Section 3. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 4. Attorney's Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner's lot.

Section 5. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.







WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Brenda K. Osborne  
NOTARY PUBLIC in and for the State  
of Washington, residing at  
Bellvue

9205050544

*6/20/2017 2:44 PM*

**FIRST AMENDMENT**  
**TO**  
**COVENANTS, CONDITIONS & RESTRICTIONS**  
**OF**  
**CANTER GROVE**

THIS SECOND AMENDMENT to Covenants is made this 28th day of October, 1992, by the Declarant, John F. Buchan Construction, Inc., a Washington corporation.

WHEREAS, John F. Buchan Construction, Inc., a Washington corporation, owns land situated in the State of Washington, County of King, which King County designates as the plat of CANTER GROVE.

WHEREAS, John F. Buchan Construction, Inc., a Washington corporation, filed Declarations of Covenants, Conditions & Restrictions of CANTER GROVE Homeowners' Association ("Declaration") on May 5, 1992 under King County Recording No. 9205050544. The Declaration imposes various conditions and restrictions on property which is known as the plat of CANTER GROVE.

WHEREAS, Article XVIII, Section 2, of the Declaration provides that the Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least 51% of the Lots, including those owned by the Declarant.

WHEREAS, the Development Period has not yet expired and the Declarant John F. Buchan, Inc., presently owns at least 51 percent of the Lots in the Plat.

Said document(s) were filed for record by Stewart Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

NOW, THEREFORE, Article IX, Sections 3 and 8, are amended to read as follows:

Section 3. Annual Assessment. Until January 1, 1993, the annual assessment shall be \$1,150.00 per Lot, six percent (6%) of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a professional management firm. Commencing January 1, 1993, fifteen percent (15%) of the annual assessment shall be allocated and paid to the Declarant for Plat management services provided by the Declarant or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual assessment described in this Article shall commence on June 1, 1992. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specific Lot has 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 issuance.

All other items and provisions of the Declaration of Covenants, Conditions and Restrictions shall remain the same, as recorded, unless otherwise amended by recorded document.

IN WITNESS WHEREOF, the undersigned has affixed his signature.

JOHN F. BUCHAN CONSTRUCTION, INC.

By John F. Buchan  
JOHN F. BUCHAN, President





June 7, 2015

**Amendment 2 to the Canter Grove Covenants, Conditions and Restrictions**

In Article XIV, Section 2, the sentence “All roofs are to be unpainted cedar shingles or shakes” is to be replaced with “All roofs are to be unpainted cedar shingles or shakes, or such other material as may be approved in advance by the Architectural Control Committee.”

The Canter Grove Covenants, Conditions and Restrictions are on file with the King County, Washington, Recorder’s Office under recording number 9205050544.