

Record Date:7/12/2018 12:52 PM

King County, WA

Return Address:

Navdeep Gill
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Kent, WA 98031
(253) 261 4455

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04) Document Title(s) (or transactions contained therein):

Covenants, Conditions, and Restrictions for Lexington Subdivision HOA

Reference Number(s) of Document(s) Assigned or Released:

N/A

Grantor(s) (Last name, first name, initials):

1. Gill, Navdeep Singh, as his separate estate
- 2.
- 3.

Grantee(s) (Last name first, then first name and initials):

1. Lexington Subdivision HOA, a Washington non-profit corporation
- 2.
- 3.

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range):

STR: NE ¼ 342205

Assessor's Property Tax Parcel/Account Number(s) Not yet assigned

342205-9040, 342205-9041, 342205-9216

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HERITAGE GROOVE HOMEOWNERS' ASSOCIATION**

This Declaration of Covenants, Conditions, and Restrictions (hereinafter the "CC&Rs") for Lexington Subdivision HOA is made by Navdeep Gill, as his separate estate (hereinafter collectively the "Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in King County, Washington, commonly referred to as the Heritage Grove plat, legally described as follows (hereinafter the "Property"):

see Exhibit A attached hereto
and by this reference made a part hereof

B. Lexington Subdivision HOA is recorded under Recording No. 20180712000436, records of King County, Washington (hereinafter the "Plat Map").

C. Declarant is developing the Property as a residential community.

D. As part of the development of the Property, Declarant has incorporated a Washington non-profit corporation known as the Skyline Homeowners' Association (hereinafter the "Association") for purposes of management and enforcement of these CC&Rs.

E. These CC&Rs are intended to preserve the high-quality residential environment in the community of Lexington, and are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property for the benefit of the owners thereof and their heirs, successors, and assigns.

F. All provisions of these CC&Rs shall be binding upon all parties having or acquiring any right, title, or interest in any portion of the Property and shall inure to the benefit of each owner thereof and to the benefit of the Lexington Subdivision HOA and shall otherwise in all respects be regarded as covenants running with the land.

NOW, THEREFORE, Declarant hereby agrees, covenants, and declares that the Property and all improvements now existing or hereafter constructed thereon shall be held, sold, conveyed subject to, and burdened by the covenants, conditions, restrictions,

reservations, limitations, liens, and easements contained in these CC&Rs.

ARTICLE 1 - GENERAL PROVISIONS

- 1.1 **Covenant Running with the Land:** These covenants, conditions, and restrictions are for the benefit of the Property and for each owner of any portion thereof and shall run with the land and shall be binding on all parties having or acquiring any rights, title, or interest in the Property or any part thereof, and shall inure to the benefit of the Property and shall apply to and bind the successors in interest of any owner thereof.
- 1.2 **Amendment:** These CC&Rs may be amended by an instrument signed by the Declarant. Any such amendment shall be notarized and recorded in the records of King County, Washington. At such time as Declarant ceases to have an interest in the Property either as an owner or as a secured lender, then Declarant shall no longer have any authorization to amend these CC&Rs, and they instead may be amended only by an instrument signed by more than fifty percent (50%) of the owners of lots within the Property. Any such amendment shall be notarized and recorded in the records of King County, Washington.
- 1.3 **Severability:** Invalidation, modification, or amendment of one or more covenants, conditions, restrictions, or easements contained herein by judgment or court order shall not, in any way affect any of the other provisions herein, which shall remain in full force and effect.

ARTICLE 2 - COMMON AREAS

2.1 **Definition of Common Areas:** "Common Areas" shall mean and refer to: (1) all real property, including the improvements now existing or hereafter constructed thereon or therein, owned by the Association for the common use and enjoyment of the members of the Association; (2) all areas, if any, owned as undivided interest by all owners of lots within the Property; and (3) those portions of the Property or public right-of-way, including the improvements now existing or hereafter constructed thereon or therein, to be maintained by the Association for the benefit of the members of the Association. At the time of recording of these CC&Rs, the Common Areas within Lexington Subdivision are described as:

2.1.1 Tract B– Private Sensitive Areas

2.2 **Maintenance of Common Areas:** The Association shall maintain all of the Common Areas as described in Section 2.1 herein and as may be added by future amendment(s) to these CC&Rs. Tract A will be maintained by City Of Kent.

ARTICLE 3 - USE RESTRICTIONS

3.1 Residential Character of Property: Except for incidental home business as provided below, no lot within the Property shall be used except for residential purposes.

3.2 Incidental Home Business: An owner may use his or her lot for home business provided that the home business use must not interfere with the quiet enjoyment for residential purposes of any other lot within the Property. Any person(s) coming to the lot to utilize the business, whether as employee or as customer/client, must park on the lot; street parking shall not be allowed for home business purposes.

3.3 Leases: Any lease or rental agreement between a lot owner and a tenant shall incorporate the terms of these CC&Rs in full text and shall bind the tenant thereto. Any such lease shall be in writing.

3.4 Landscaping/Fences/Hedges: All front yard landscaping must be completed within six (6) months from the date of issuance of an occupancy permit for a residence constructed on a lot within the Property. As used in this section, "fence" or "fencing" shall mean any type of living hedge, or physical barrier or wall separating a lot from surrounding lots, roads, or tracts. Front yard decorative fences shall not exceed four (4) feet in height. Side yard and back yard fences shall not exceed six (6) feet in height or the maximum height permitted by applicable regulations, whichever is less. Fences shall be well constructed and maintained.

3.5 Trailers/Motor Homes/Parking: No commercial trucks, motor homes, campers, trailers, boats, motorcycles, or other vehicles of any type shall be parked or permitted to remain on any lot for more than fourteen (14) continuous days unless it is stored or placed in a garage or in a fenced rear or side yard area.

3.6 Vehicles in Disrepair: No Owner of any Lot shall permit any vehicle of any type in a state of disrepair to remain parked outside of an enclosed garage upon any lot within the Property for a period of more than fourteen (14) continuous days. A vehicle will be deemed in a state of disrepair when it has not been moved for a period of fourteen (14) continuous days and is not operable in its present condition.

3.7 Offensive Activities: No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to a lot owner or the neighborhood. Further, no lot shall be used in any manner that unreasonably interferes with any other lot owner's right to the use and enjoyment of his or her property.

3.8 Rubbish and Trash: Trash, garbage, and other waste shall not be kept on any lot except in sanitary containers. No yard waste such as rocks, roots, dead grass, branches, and other materials accumulated as a result of landscaping shall be accumulated on any lot for a period of more than thirty (30) days. Yard waste shall not be dumped on any

portion of the Property. Waste containers shall be kept in a location hidden from street view except on collection days. The proper removal and disposal of all trash, garbage, and other waste shall be the responsibility of individual lot owners.

3.9 Maintenance of Structures and Grounds: Each owner shall timely maintain his/her lot, fences, and residence thereon in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

3.10 Animals: No animals or fowl other than typical domestic animals such as dogs, cats, fish, or pet birds shall be kept, raised, or bred on any portion of the Property. Animal owners are responsible for removal of their pets' waste.

3.11 Compliance with Applicable Statutes, Regulations, and Ordinances: Notwithstanding anything stated herein, each lot owner shall be responsible for compliance with all applicable federal, state, county, and/or local governmental statutes, ordinances, and regulations, and any amendments thereto relating in any way to the ownership, use of, and improvements to lots within the Property.

ARTICLE 4 - ENFORCEMENT

4.1 Enforcement: The Association and/or any person or persons owning any portion of the Property shall have the right to commence a proceeding against a person and/or entity violating or attempting to violate any covenant contained herein and further, to prevent him/her/it/them from so doing and/or to recover any damages and/or other costs resulting from such violation(s) and/or attempted violation(s). Property owners are encouraged to attempt to resolve any dispute arising out of this Declaration through discussion or other informal means, including mediation. If an owner fails or refuses to perform any required maintenance, repair, reconstruction, replacement, restoration, or other obligation, or to make any payment required under this Declaration (the "Defaulting Owner"), and if such failure or refusal continues beyond five (5) days after written demand from the Association and/or another owner (the "Demand Owner"), then the Association and/or Demand Owner may perform the maintenance, repair, reconstruction, replacement, or restoration; make the payment; and/or otherwise cure the default, and send a statement of the cost thereof (the "Cure Costs") to the Defaulting Owner. The Association and/or the Demand Owner has a lien on any Defaulting Owner's lot for the amount of all Cure Costs paid. If the Defaulting Owner does not pay the Cure Costs within fourteen (14) days after the Association and/or Demand Owner sends the statement of the Cure Costs, then the Association and/or Demand Owner may, within thirty (30) days after the end of that fourteen (14) day period, record a Notice of the Lien against the lot of the Defaulting Owner, specifying the amount of the Cure Costs, in the real property records of King County, Washington. If this Notice is timely recorded, the lien for the Cure Costs may be foreclosed in the manner of foreclosing a mortgage on real property. In addition, the Association and/or any owner may enforce this Declaration by a suit in a court of competent jurisdiction, and the court in any such action shall have authority to award

damages, to order payments of sums due under this Declaration, to order specific performance, and to grant any other appropriate legal, equitable, or other relief.

4.2 Attorney's Fees: In any judicial action to enforce these CC&Rs, the substantially prevailing party shall be entitled to recover attorney's fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal.

4.3 Declarant/Association Liability: All owners within the property shall hold Declarant and the Association harmless from any actions taken or actions not taken under any section of these CC&Rs. By purchasing a lot in Skyline, all owners agree that, to the extent permitted by law, neither Declarant (nor any officer, director, or representative of Declarant) nor the Association (nor any member of the Association) shall have any liability to the owners for any actions taken or actions not taken while acting as Declarant or the Association under these CC&Rs.

Dated this 9 day of JULY, 2018.

DECLARANT



Navdeep Gill

Official Copy

STATE OF WASHINGTON

COUNTY OF King)

I certify that I know or have satisfactory evidence that

Navdeep Gill (is/are) the person(s)

who appeared before me, and said person(s) acknowledged that

(he/she/they) signed this instrument and acknowledged it to be

(his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

7/9/18

Dated

Scott L. Koestler
Notary Public in and for the State of Washington

Scott L. Koestler
Printed Name

Residing at: Auburn, WA

Appointment Expires: 8/19/21

