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KING COUNTY, WA

Jeffrey E Hamilton
Crofton Hills, LLC
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Redmond, WA 98052

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DOCUMENT TITLE:	First Amendment to Declaration of Covenants, Conditions and Restrictions of Crofton Hills
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	20020927001447
Additional reference numbers on page(s) <u>N/A</u> of document	
GRANTOR:	1 Crofton Hills, LLC 2. Premier Construction and Development, LLC 3. Sound Built Homes, Inc 4. Crofton Hills Homeowners' Association
GRANTEE:	Plat of Crofton Hills
A BREVIAED LEGAL DESCRIPTION:	SW ¼ of SE ¼, 23-22-05 (Crofton Hills, V 210, P 57-63)
Additional legal on Exhibit A as page <u>11</u> of document	
A SESSOR'S TAX PARCEL NO(S).	232205-9044; 232205-9091, 232205-9043

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROFTON HILLS
COVINGTON, WASHINGTON

20021228001750

THIS FIRST AMENDMENT TO DECLARATION is made this 20th day of December, 2002, by the Crofton Hills Homeowners' Association, a Washington nonprofit corporation (the "Association") and the undersigned Owners, and amends that certain Declaration of Covenants, Conditions and Restrictions of Crofton Hills recorded under King County Recording Number 20020927001447 (the "Declaration").

- A. WHEREAS, pursuant to Section 14 1 of the Declaration, the Association may amend the Declaration upon recommendation of the Board of Directors of the Association and the approval of all of the Owners and the Declarant (so long as Declarant owns any Lots); and
- B. WHEREAS, the undersigned are the Declarant and all of the Owners of all the Lots, and
- C. WHEREAS, the Board of Directors has recommended that the Declaration be amended as provided below; and
- D. WHEREAS, the Owners and Declarant wish to so amend the Declaration;

NOW THEREFORE, in consideration of the above recitals, the Association and the undersigned Owners hereby make and declare the following amendments to the Declaration:

1 Section 14 1 of the Declaration is deleted in its entirety and replaced with the following new Section 14 1.

14.1 **Declaration Amendment.** Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners

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Amendments may be adopted at a meeting of the Owners if seventy-five percent (75%) of the Owners vote for such amendment, or without any meeting if all Owners have been duly notified and seventy-five percent (75%) of all the Owners consent in writing to such amendment. Notwithstanding the foregoing, any amendment to a provision of the Declaration establishing, providing for, governing or regulating the following shall require the consent of seventy-five percent (75%) of all the Owners and seventy-five percent (75%) of all the Mortgagees and the consent of the Declarant (so long as Declarant owns any Lots) voting; assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacements of Common Areas, insurance or bonds; use of Common Areas, responsibility for maintenance or repairs; expansion or construction of the Project or the addition, annexation or withdrawal of property to or from the Project, boundaries of Lots; converting of Lots into Common Areas or vice versa, leasing of Lots; provisions for the benefit of the Declarant; provisions for benefit of first Mortgagees, or holders, insurers or guarantors of first Mortgages; the interests in Common Areas; or imposition of any right of first refusal or similar restrictions on the right of an Owner to sell, transfer or otherwise convey a Lot; provided, that a Mortgagee who fails to respond in writing within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request. In addition, neither Section 7 40 nor Exhibit E may be amended without the prior written consent of the Covington Water District or its successors. In all events, the amendment when adopted shall bear the signature of the president of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the appropriate governmental offices where real estate conveyances are recorded for the county in which the Project is located. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein that may be affected and any or all clauses of this Declaration unless otherwise specifically provided in the section being amended or the amendment itself.

2. The following new Section 7 40 is hereby added:

7.40 **Landscape and Water Use Standards.** The purpose and intent of this Section is to help preserve our environment and quality of life

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by helping to conserve water, to promote groundwater quality by wise and judicious use of fertilizers and pesticides, and, if applicable, to promote effective septic system operation. Covington Water District ("CWD") has established an outdoor water budget to safeguard the community's limited water supply from depletion. Exceeding this budget will result in higher rates being applied and could result in limitations on use. Owners may obtain additional water by installing a cistern or other rain-catchment device. Owners should contact CWD for information on conservation devices. The Association will provide CWD with the name, address and phone number of a current Board member for CWD's mailing list and will provide CWD with minutes of Landscape Committee meetings. Attached Exhibit E contains CWD's conservation measures, and is provided for the information of all Lot Owners. Owners are encouraged to comply with these measures; however, nothing herein shall be construed to create any right on the part of any Lot Owner regarding any compliance or non-compliance with any of these recommended conservation measures.

3. The attached new Exhibit E is hereby added to the Declaration.
4. All other provisions of the Declaration remain unchanged.

IN WITNESS WHEREOF, the Association, the Declarant and the Owners have executed this Amendment the day and year first hereinabove written

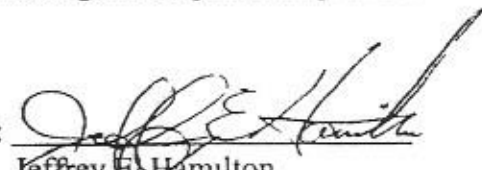
DECLARANT:

CROFTON HILLS, LLC,
a Washington limited liability company


By: 
Jeffrey E. Hamilton
Its: Chief Financial Officer

ASSOCIATION:

CROFTON HILLS HOMEOWNERS'
ASSOCIATION,
a Washington nonprofit corporation


By: 
Jeffrey E. Hamilton
Its: President

ATTEST.

By: 
Suzanne Barnes
Its: Secretary

OWNERS:

PREMIER CONSTRUCTION AND
DEVELOPMENT, LLC,
a Washington limited liability company

By: 
RYAN MCGOWAN
Its: MANAGING MEMBER

SOUND BUILT HOMES, INC.,
a Washington corporation

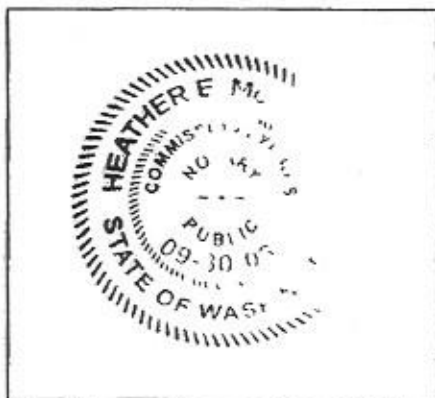
By: 
Its: Pres

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeffrey E. Hamilton is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Chief Financial Officer of CROFTON HILLS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED 12/23, 2002.



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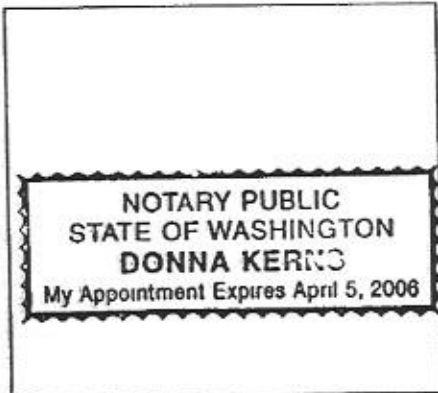
Heather McGeorge
Print Name: Heather McGeorge
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Appointment expires: 9-30-06

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ryan C. McCowan is the person who appeared before me, and said person acknowledged that he/she signed the instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the MANAGING MEMBER of PREMIER CONSTRUCTION AND DEVELOPMENT, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-23, 2002.



(Use this space for notarial stamp/seal)

Donna Kerns
Print Name. DONNA KERNS
NOTARY PUBLIC in and for the State of
Washington, residing at GRANAM, WA
My Appointment expires: 4-5-06

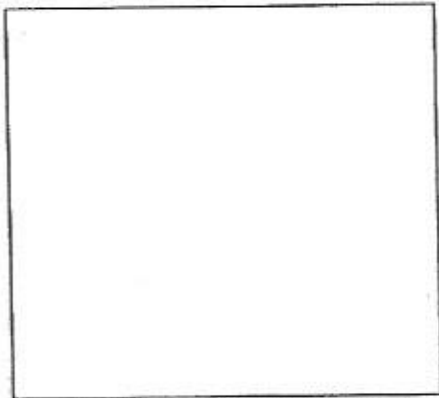
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STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gary J. Roca is the person who appeared before me, and said person acknowledged that he/she signed the instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the President of SOUND BUILT HOMES, INC, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED: Dec. 23, 2002.



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Carroll J. Hardesty
Print Name: Carroll Hardesty
NOTARY PUBLIC in and for the State of
Washington, residing at Payallup
My Appointment expires: 6-1-05



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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeffrey E. Hamilton is the person who appeared before me, and said person acknowledged that he/she signed the instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the President of CROFTON HILLS HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/23, 2002.



(Use this space for notarial stamp/seal)

Heather McGeorge
Print Name Heather McGeorge
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Appointment expires: 9-30-06

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Suzanne Barnes is the person who appeared before me, and said person acknowledged that he/she signed the instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the Secretary of CROFTON HILLS HOMEOWNERS' ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/23, 2002.



(Use this space for notarial stamp/seal)

Heather McGeorge
 Print Name. Heather McGeorge
 NOTARY PUBLIC in and for the State of
 Washington, residing at Kirkland
 My Appointment expires 9 30 06

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EXHIBIT A

Legal Description of the Project

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Parcels A, B and C of City of Covington Boundary Line Adjustment No. BLA 01-002, according to the plat thereof recorded under King County Recording Number 20011023900004, said boundary line adjustment being a subdivision of portions of the Southwest quarter of the Southeast quarter and of the Southeast quarter of the Southeast quarter, of Section 23, Township 22 North, Range 5 East, Willamette Meridian, in King County, Washington.

(Also known as the Plat of Crofton Hills, according to the plat thereof, recorded in Volume 210 of Plats, Pages 57 through 63, in King County, Washington.)

EXHIBIT E

Covington Water District Water Conservation Measures

1 **Landscape Criteria.** Due to its high water requirement, fine ornamental lawn area (not including non-irrigated native grasses, pasture lands and other grasses) should be limited to no more than 1,000 square feet for each Lot. No less than ninety-five percent (95%) of the remaining landscape area should be planted with low water requiring plants. To reduce runoff and ensure adequate recharge of the groundwater supply, Owners are encouraged to minimize the amount of hard surfaces, such as asphalt and concrete driveways and patios. Each Owner should require the landscapers/grounds maintenance companies they may hire to adhere to these measures. To ensure efficient water use

- a. All new or revised landscapes should be installed in a minimum of eight (8) inches of soil amended with three (3) inches of compost material
- b. Planting beds should be mulched with three (3) inches of mulch and replenished as needed to maintain this level
- c. Lawns should be top dressed with ½ inch of fine-screened compost on a yearly basis
- d. Plants utilized should be climate-friendly, drought-tolerant varieties, planted in the appropriate location to suit their needs
- e. Drip irrigation systems or soaker hoses should be used wherever possible to keep water usage to a minimum
- f. Automatic irrigation systems
 - (1) Should include a rain sensor to shut the system off during rain events.
 - (2) Controllers should be adjusted with the weather to apply the minimum amount of water needed for good plant health
 - (3) Controllers should have multiple-cycle capabilities to avoid runoff
 - (4) State law requires that these systems include a backflow prevention assembly, which must be tested annually by a certified backflow assembly tester, with a copy of test results submitted to CWD
- g. The following water efficient irrigation techniques are provided to aid Owners.
 - (1) Water established lawns once a week deeply – soil should be moist six to eight inches down. This will take up to a week to dry out. Lawns are considered established

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after several mowings. New lawns may be watered more often but for shorter durations (less deeply) during the first growing season. Deep watering inhibits thatch build-up.

(2) Water established native, climate-friendly plants only when needed. Once a month deeply will probably suffice, twice a month if it has been particularly hot and dry. Water only the soil surrounding the root area of the plant.

(3) Water in the early morning or in the evening when evaporation is least likely to occur. Do not water in the heat of the day, as up to half the water applied is wasted to evaporation. Do not water on windy or rainy days.

(4) Do not apply water more rapidly than the soil can absorb it. Turn off the sprinkler at the first sign of saturation or runoff to allow the water to soak in. Water again in half an hour if necessary to adequately moisten the root zone.

(5) Make sure that sprinkler system is in good repair. Fix leaks, and adjust sprinkler heads to eliminate any over-spray on non-planted areas. Investigate the source of any unusual runoff, puddling or over-saturated areas.

(6) The use of a shut-off nozzle on the water hose is highly encouraged.

h. The following landscape maintenance techniques are offered to aid Owners in efficient water use:

(1) Aerate compacted soil to increase water penetration.

(2) Thatch restricts water penetration. Remove thatch build-up of over 1/2 inch.

(3) Grasscycle – mow high and let it lie. Grass clippings contain 80-85% water and 2-4% nitrogen. Clippings break down quickly and add moisture and act as a natural fertilizer. Clippings do not contribute to thatch build-up.

(4) Eliminate weeds. They compete with grass and other plant material for water.

(5) Add 3 inches of mulch, such as bark, wood chips or compost to help planting beds retain moisture. Do not use plastic, as it does not allow water to soak through into the soil.

(6) To protect water quality, Owners are encouraged to use organic fertilizers or slow-release fertilizers when necessary, being careful to use only the amount needed. Over fertilizing can increase thatch build-up.

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2 Outdoor Water Use. CWD has water use restrictions that apply during water shortages. In the event of a water-shortage, whether caused by nature or due to limitations of the public water system, irrigation is the first water use to be restricted. For further information, Owners should contact CWD.

3 Water Quality Protection.

a The misuse of pesticides, fertilizers, and herbicides can have a far-reaching effect. Whether you live two feet or two miles from a waterway, these chemicals can be washed down storm drains directly into streams and damage aquatic habitat. They can also seep through the ground and into the groundwater we all depend on for our drinking water. Each Owner should become aware of Best Management Practices related to pesticide, fertilizer and herbicide use on their Lot, and should require the same of landscapers/grounds maintenance companies they may hire. CWD recommends using natural methods and organic materials as a first defense and chemicals as a last resort. The application of "general use" pesticides (Weed & Feed and similar products) is strongly discouraged. If pesticides are required, they should be specific to an infestation and spot applied only. Diazinon, 2,4-D, and other banned pesticides shall be prohibited from use within any Lot, open space, or Common Area.

b Wastewater from Homes may be discharging into the ground via a septic system. The effectiveness of each septic system is important to maintaining the quality of the local groundwater. Therefore the septic systems must be cared for, used and maintained properly to assure groundwater quality. Septic tank additives are harmful and should not be used. It is critical that Owners not pour hazardous chemicals (i.e., solvents, paint thinner, pesticides, oils, etc.) down the drain as these can disrupt the organic waste treatment cycle and can leach into the groundwater-our drinking water. Hazardous waste should be properly disposed of.