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AMENDED & RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATIONS  
FOR  
PEPIN CREEK [FKA Double Ditch Division]

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR PEPIN CREEK

DOCUMENT AMENDED:

COVENANTS AT AF# 2050502783

GRANTOR:

DANIEL G. WILLIAMSON and TERESA  
WILLIAMSON, HUSBAND AND WIFE,  
KEYSTONE DEVELOPMENTS, INC., a  
Washington corporation

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

LOTS 5-34, DOUBLE DITCH DEVELOPMENT  
AS PER THE PLAT THEREOF, AF #2050503174

*for full, see pg 5*  
TAX PARCEL NOS.:

See Exhibit A hereof for list of parcel numbers

*400319 310494 0000 - see  
additional*

**TABLE OF CONTENTS**

**ARTICLE I – PRELIMINARY MATTERS, PURPOSE** ..... 1

    1.1. Identification of Original Covenants and Prior Amendments ..... 1

    1.2. Identification of Community ..... 1

    1.3. Purpose of Amendment ..... 1

    1.4. Description of Procedures Required for Amendment ..... 1

**ARTICLE II – DEFINITIONS** ..... 2

**ARTICLE III – DESCRIPTION OF LAND AND DEVELOPMENT PLAN** ..... 4

    3.1. Land & Street Addresses ..... 4

    3.2. Development Plan ..... 4

    3.3. Development Rights ..... 4

**ARTICLE IV – LOTS** ..... 4

    4.1. Number and Location ..... 4

    4.2. Construction on Lots ..... 4

        4.2.2. City of Lynden’s Special Requirements ..... 5

        4.2.3. Design Guidelines ..... 5

        4.2.4. Roofing ..... 5

        4.2.5. Accessory Structures ..... 5

        4.2.6. Service Yards, Driveways ..... 6

        4.2.7. Fences ..... 6

    4.3. Height Restrictions, Building Setbacks ..... 7

    4.4. Landscaping Installation ..... 8

    4.5. Upkeep of Lots ..... 8

        4.5.1. Association’s Responsibility ..... 8

        4.5.2. Owners’ Responsibility ..... 8

**ARTICLE V – COMMON AREAS** ..... 8

    5.1. Common Areas ..... 9

    5.2. No Interference with Common Areas ..... 9

    5.3. Drainage Easements Constitute Critical Area Buffer ..... 9

    5.4. Maintenance, Repair and Replacement ..... 9

        5.4.1. Association’s Responsibility ..... 9

        5.4.2. Rights of City of Lynden ..... 9

        5.4.3. Operation and Maintenance Manual for Storm System ..... 9

    5.5. Right of Access ..... 9

**ARTICLE VI – SCHEDULE OF REGULAR MAINTENANCE** ..... 10

**ARTICLE VII – OWNERS ASSOCIATION** ..... 10

    7.1. Name and Form of Association ..... 10

    7.2. Powers of Association ..... 10

    7.3. Membership and Voting Rights ..... 10

    7.4. Bylaws of Association ..... 10

ARTICLE VIII – MANAGEMENT OF ASSOCIATION .....	11
8.1. Supervision by Architectural Review Coordinator .....	11
8.2. Authority of the Board .....	11
8.2.1. General Authority. ....	11
8.2.2. Incurring and Payment of Common Expenses .....	11
8.2.3. Acquisition of Property. ....	11
8.2.4. No Business Authority .....	11
8.2.5. Board as Attorney in Fact. ....	11
ARTICLE IX – PERMITTED USES .....	12
9.1. Permitted Uses. ....	12
9.1.1. Residential Use .....	12
9.1.2. Housing for Older Persons Requirements. ....	12
9.1.3. Use of Common Areas .....	13
9.1.4. Trees and Vegetation .....	13
9.1.5. Surface Water Run-Off .....	13
9.1.6. Offensive or Illegal Activity .....	13
9.1.7. Vehicle Parking .....	13
9.1.8. RV Parking .....	14
9.1.9. Underground Utilities .....	14
9.1.10. Uses by Declarant .....	14
9.2. Architectural Control .....	14
9.2.1. General Authority of Board of Directors .....	15
9.2.2. Time for Response; Variances .....	15
9.2.3. No Liability for Architectural Review .....	15
9.3. Right to Farm Adjacent Properties .....	15
ARTICLE X – ASSESSMENTS AND LIENS FOR COMMON EXPENSES .....	16
10.1. Assessments for Common Expenses .....	16
10.1.1. Liability of Lots for Proportionate Share of Budgeted Expenses .....	16
10.1.2. Timing of Payments. ....	16
10.1.3. Owners Personally Liable for Common Expenses .....	16
10.2. Liability Following Conveyance of Lot .....	16
10.3. Statement of Unpaid Assessments .....	17
10.4. Lien for Assessments. ....	17
10.5. Perfection of Lien. ....	17
10.6. Priority of Lien. ....	17
10.7. Enforcement of Lien. ....	17
10.8. Limitation of Lien Enforcement. ....	17
10.9. Rent Subject to Lien for Assessments .....	17
10.10. Remedies Cumulative .....	18
ARTICLE XI – INSURANCE MATTERS .....	18
11.1. Authority, Name of Insured .....	18
11.2. Deductible .....	18
ARTICLE XII – CONDEMNATION .....	18

ARTICLE XIII – COMPLIANCE WITH LAW AND COVENANTS .....	18
13.1. Compliance by Owners and Occupants .....	18
13.2. Enforcement by Association. ....	19
13.3. Legal Proceedings. ....	19
13.4. Costs and Attorney's Fees. ....	19
13.5. Late Charges and Interest. ....	19
13.6. No Waiver of Rights. ....	19
13.7. Remedies Cumulative. ....	19
 ARTICLE XIV – LIMITATION OF LIABILITY .....	 20
14.1. No Liability for Equipment Failure, Etc. ....	20
14.2. No Bailment. ....	20
 ARTICLE XV – MORTGAGEE PROTECTION .....	 20
 ARTICLE XVI – EASEMENTS AND RELATED RIGHTS .....	 20
16.1. Easements for Lots and Lot Owners .....	20
16.1.1. In General .....	20
16.1.2. Specific Easement Shown on Plat .....	20
16.2. Easement for Association Functions .....	21
16.3. Easement for Utilities .....	21
16.4. Easement for Emergency Access .....	21
16.5. Easements for Declarant .....	21
 ARTICLE XVII – AMENDMENT OF DECLARATION OF COVENANTS .....	 21
17.1. Procedure for Amendment of Declaration of Covenants .....	21
17.2. Recordation Required. ....	22
17.3. Special Amendments. ....	22
 ARTICLE XVIII – MISCELLANEOUS .....	 22
18.1. Notices for All Purposes, Delivery .....	22
18.2. Severability .....	22
18.3. No Right of First Refusal .....	22
18.4. Effective Date .....	23
 EXHIBIT A – Tax Parcel Numbers .....	 25

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by DANIEL G. WILLIAMSON and TERESA WILLIAMSON, husband and wife, KEYSTONE DEVELOPMENTS, INC., a Washington corporation, being members of the Pepin Creek Community Association, a currently unincorporated Washington homeowners association ("Association"), and collectively being owners of all Lots in the "Community" described below.

## ARTICLE I

### PRELIMINARY MATTERS, PURPOSE

#### 1.1. Identification of Original Covenants and Prior Amendments.

An instrument entitled "Declaration of Covenants, Conditions and Restrictions Double Ditch Division, Lynden, WA" ("the Declaration of Covenants"), was recorded by its Declarant at Auditor's File No. 2050502783 among the land records of Whatcom County, Washington, to govern the use and development of what was therein referred to as "Double Ditch Division", and which was subsequently platted under the "PLAT OF DOUBLE DITCH DEVELOPMENT" which was recorded among the land records of Whatcom County, Washington at Auditor's File No. 2050503174.

#### 1.2. Identification of Community.

These Amended & Restated Covenants affect only Lots 5-34 inclusive, of the Plat of Double Ditch Development described in Section 1.1 above. When the word "Lot" is used hereinafter, it shall mean one of the above numbered Lots. All such Lots shall be known collectively as PEPIN CREEK, which property is also known herein as the "Community". The Owner of Lot 35 may also elect to join the Community as provided in Section 17.3 hereof.

#### 1.3. Purpose of Amendment.

The Declaration of Covenants, as amended, was intended to facilitate the orderly development of the Community. Certain aspects of the Declaration of Covenants were inconsistent with this goal, and actually impeded such orderly development. The Association desires to make management of the Community, and responsibility for the maintenance, repair, replacement and insurance of the improvements therein subject to the Association's jurisdiction, more consistent with the mutual needs and expectations of its members. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

#### 1.4. Description of Procedures Required for Amendment.

Since the original Declaration of Covenants did not contain standard provisions permitting amendment by the Association's officers, the Association's members have executed this Amendment.

## ARTICLE II

### DEFINITIONS

2.1. "Architectural Review Coordinator ('ARC') means the individual designated by the Board of Directors, to coordinate compliance with the Design Guidelines of the Community.

2.1. "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) Regular and Special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

2.2. "Association" or "Owners Association" means the nonprofit corporation incorporated at the direction of the Declarant to manage the Common Areas of this Community and enforce the provisions of the Governing Documents.

2.3. "Board of Directors" means the body with primary authority to manage the affairs of the Association.

2.4. "Common Areas" means those portions of the property within the Community so designated on the Lot Line Adjustment, along with any other real property owned by the Association or for which the Association has maintenance responsibilities under this Declaration of Covenants. Common Areas are further defined and described in Article V hereof.

2.5. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves; without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its members.

2.6. "Common Expense liability" means the liability for Common Expenses allocated to each Lot pursuant to Section 10.1 of this Declaration of Covenants.

2.7. "Community" means all the Property within the Community, along with all the improvements constructed therein, the Association, and all other institutions and things serving the Owners of Lots therein.

2.8. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.9. "Declarant" means the entity, person or group of persons acting in concert who (a) executed the original Declaration of Covenants, or (b) reserves or succeeds to any Development Right under the Declaration of Covenants. A purchaser in bulk of Lots in Phase 2 shall be deemed a Declarant.

2.10. "Declarant control" means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board of Directors or to veto or approve a proposed action of the Board or Association pursuant to Sections 8.1 and 16.6 of this Declaration of Covenants.

2.11. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.12. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City of Lynden. The term also includes any amendments thereto approved by applicable governmental entities.

2.13. "Governing Documents" means the Declaration of Covenants, the Plat, the Bylaws of the Association along with any Rules and Regulations adopted by the Board of Directors.

2.14. "Limited Common Expenses" are portions of the Common Expenses for which one or more, but fewer than all Lot Owners may become liable under the terms of the Governing Documents.

2.15. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Plat.

2.16. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.17. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.18. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental agency, or other legal entity.

2.19. "Phasing Amendment" means the Amendment to this Declaration of Covenants which may be recorded contemporaneously with recordation of a new Plat for contiguous land when the Declarant exercises a Development Right to expand the project, as described in Sections 3.3.1 and 3.3.2 hereof. The Phasing Amendment shall describe any new Lots created, along with their respective votes in the Association and their liability for Common Expense Assessments, in accordance with Sections 7.3 and 10.1.2 hereof. The Phasing Amendment shall also describe any Common Areas and facilities that have been created. The Declarant has no obligation to add any real property to the Community.

2.20. "Plat" means the Plat of Double Ditch Development,, recorded at Auditor's File No. 2050503174, records of Whatcom County, Washington.

2.21. "Property" or "the Property" means all the real property described as being contained within the Plat and, where appropriate, includes all real property which may be from time to time either added to the Community by the Declarant or acquired by the Association pursuant to Section 8.3.3 hereof.

2.22. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.23. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Community and with all applicable legal, administrative or regulatory requirements.

### ARTICLE III

#### DESCRIPTION OF LAND AND DEVELOPMENT PLAN

3.1. Land & Street Addresses.

The land on which the Lots, Common Areas and other improvements of this Community are located is legally described on the Plat. The Lots front on public streets known as Pine, Hemlock Court and Hemlock Loop.

3.2. Development Plan.

This Lots in this Community were permitted by the City of Lynden under a subdivision plat approval process for the Plat of Double Ditch Division undertaken pursuant to Lynden Municipal Code Section 18.12. That Subdivision was approved by the Lynden City Council on August 2, 2004 subject to certain conditions appearing on the face of the Plat, many of which are reproduced in the text of the Covenants which follow.

3.3. Development Rights.

The Declarant reserved certain rights to facilitate the future development of the Subdivision in two phases, as described below.

(a) Phase 1 in general, includes the 35 Lots depicted on the Plat, along with the Common Areas shown on the Plat.

(b) Phase 2, in general, may consist of up to eight (8) new Lots created on portions of Lot B, John Weeks Lot Line Adjustment No. 2, recorded at Auditor's File No. 2040804461 ["Additional Land"]. The Declarant has the right to add all or portions of such property to the Community, but is under no obligation to do so even if the Declarant creates Phase 2 of the Subdivision.

### ARTICLE IV

#### LOTS

4.1. Number and Location.

The Community contains thirty (30) Lots which are depicted on the Plat. The location of those Lots and their dimensions are shown on the Plat.

4.2. Construction on Lots.

4.2.1. Site-Built Single Family Homes.

Notes on the face of the Plat approved by the City of Lynden require that only single family, site-built Dwellings may be constructed on the Lots in this Community. No multifamily buildings or mobile homes may be erected or placed on any Lot.

4.2.2. City of Lynden's Special Requirements.

The City of Lynden has required the following covenants:

4.2.2.1. No basements are permitted.

4.2.2.2. All finished floor elevations must be a minimum of 1.5 feet above the curb grade.

4.2.2.3. The lowest level of any crawl space must be higher than the highest level of the water table (El. 95.0).

4.2.2.4. The top of the foundation must be a minimum of one foot above the top of the curb. All elevations must be certified by a professional land surveyor.

4.2.2.5. Each lot must have private infiltration per sheet 16 of construction drawings.

4.2.3. Design Guidelines.

Dwellings constructed on any Lot shall have not less than 1,800 square feet of living space, exclusive of porches, patios and garages. No two-story Dwellings are permitted. Exterior wall materials shall be restricted to brick, stone, wood siding, hardiplank or other siding approved by the ARC. Exterior paint or stain shall be of hues acceptable to the ARC. 20% of the surface facing the street shall be stone, shingle or other surface material approved by the ARC. Foundations shall not be exposed more than six (6) inches above grade. The Board of Directors shall have the authority to adopt more specific Design Guidelines and procedures to implement the basic theme contained herein, pursuant to Section 9.2 hereof.

4.2.4. Roofing.

Roofs shall have no less than a minimum 6:12 slope and no more than a maximum of 12:12 slope, and only 25% of the plan area of a roof may be flat. Roof surface material on all sloped roofs shall be natural wood shingles, wood shakes, architectural grade composition material, or other materials approved by the Board. All roofing materials shall have a minimum 30-year rating. Unless required by City ordinance, no rooftop mechanical equipment shall be allowed except flues and vent stacks less than four (4) inches in diameter, and solar collectors and skylights [not to exceed 20% of the total roof area] mounted in the roof surface plane. All eaves shall have finished soffits.

4.2.5. Accessory Structures.

In addition to approved Dwellings, detached garages, sheds and other accessory structures previously approved by the Board of Directors may also be constructed, from such materials and with such painting, trim features and other characteristics as to maintain architectural compatibility with the Dwelling on the Lot.

**4.2.6. Service Yards, Driveways.**

Each site shall provide visually screened areas to serve as service yards in which garbage receptacles, antennae, mechanical equipment, doghouses/kennels, compost bins, woodpiles, vehicles, and other materials which are stored outside, must be contained in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least 6 feet high and may consist of fencing or landscaping and planting approved by the Board or the ARC. Driveways shall be constructed of concrete.

**4.2.7. Fences.**

Fences are subject to the Design Guidelines of the Community. No cyclone fences are permitted.

**4.2.8. Design Review.**

To preserve a harmonious architectural and aesthetic appearance of the lands and improvements within the Subdivision, no new construction or improvements of any nature whatsoever shall be constructed or placed on any Lot until detailed plans depicting all such improvements have been reviewed and approved by the Board or its Architectural Review Coordinator ("ARC").

**4.2.9. Time for Approval - No Construction Prior to Approval.**

The Board shall approve or disapprove plans, specifications and details within thirty (30) days of receipt thereof. If the Board fails to respond within thirty (30) days, then the plans shall be deemed approved. No construction activity may commence prior to such approval.

**4.2.10. Governmental Permits.**

Approval by the Board of Directors shall not relieve an Owner from the obligation to obtain any required governmental permits. The Owner shall deliver all approvals and permits required by law to the Board of Directors, as appropriate, prior to the commencement of any construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an Officer, without incurring any liability on the part of the Board of Directors or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for personal injury or property damage arising therefrom.

**4.2.11. Timing of Construction.**

Any person obtaining approval of the Board of Directors as required by Section 9.2 hereof shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within nine (9) months after the date of approval, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris, a certificate of occupancy has been obtained and all exterior decks, porches, patios, walkways and driveways are complete. Notwithstanding the foregoing, the Board of Directors's approval

may provide for a different period during which to commence or complete construction. If any such person does not commence work within six months after approval, or such other time period determined by the ARC, then approval shall lapse.

#### 4.2.12. No Deviation from Plans.

Any person obtaining approval of the Board of Directors shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such person shall notify the ARC when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

#### 4.2.13. Certificate of Compliance.

Upon the completion of any construction or alterations in accordance with plans and specifications approved by the Board of Directors, the Board of Directors shall, at the request of the Owner thereof, issue a certificate of compliance which shall be *prima facie* evidence that the construction or alteration referenced in such certificate has been approved by the ARC and has been constructed or installed in compliance with the provisions of this Article. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the ARC or the quality or soundness of the construction, alterations or improvements. The ARC may impose a reasonable charge to cover the costs of preparation and inspection.

### 4.3. Height Restrictions, Building Setbacks.

#### 4.3.1. Height Restrictions.

The height of structural improvements erected on Lots shall be restricted to the lower limit of that required under applicable County ordinances, any applicable building code or other ordinance in effect at the time of application for a building permit therefor, or the following: No structural improvement shall exceed thirty-five (35) feet in height measured by the vertical distance from the average finished grade of the lot on which the structural improvement is constructed to the average height of the highest gable of a pitch or hip roof.

#### 4.3.2. View Covenants.

In addition to the height requirements specified in Subsection 4.2.1 above, the Board of Directors, or its Architectural Review Coordinator ("ARC"), may condition approval of construction within a Lot such that any permitted improvements shall not unreasonably compromise any scenic view visible from Dwellings constructed on surrounding Lots.

#### 4.3.3. Setbacks.

Front yard—minimum depth of 20 feet. Side Yard—minimum width 5 feet. The total of the two side yards shall be 20 feet, a minimum of one 10 foot side yard shall be provided per lot to facilitate

access to the rear yard by reasonably sized vehicles. Side of building means the outer face of any part of the building roof eaves. Rear yard--minimum depth of 30 feet.

4.4. Landscaping Installation.

Each Lot Owner is responsible for landscaping his/her Lot, to standards determined by the ARC. Landscaping shall be completed within six (6) months after the certificate of occupancy is obtained.

4.5. Upkeep of Lots.

4.5.1. Association's Responsibility.

The Association shall have primary responsibility for all yard maintenance within the Lots, and for Upkeep of any other portions of the exterior portions of Dwellings that the Association, by resolution adopted under Section 10.1.1 hereof, may hereafter elect to maintain for the benefit of one or more Owners. In the event that the Association elects to provide such services for fewer than all Owners, the Association shall recover the costs so incurred through a Limited Common Assessment under the provisions of Section 10.1.1 hereof.

4.5.2. Owners' Responsibility.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the interior portions of the Dwelling erected within his or her Lot and any equipment, appliances, and fixtures contained therein in good order, condition and repair and shall do all interior redecorating and painting at any time necessary to maintain the good interior appearance and condition of his or her Dwelling. Each Owner shall also be responsible for the Upkeep of exterior windows and doors, decks and other exterior portions of the Dwelling, along with individual heating, ventilating or air-conditioning equipment, wherever located, installed for the sole and exclusive use of the Lot, and of any hot tub or other device or equipment lying outside the Dwelling but lying within the Lot. This Section shall not be construed as permitting any interference with or damage to the structural integrity of a building or interference with the use and enjoyment of the Common Areas or of any other Lot(s), nor shall it be construed to limit the powers or obligations of the Board hereunder.

4.6. Damaged Improvements.

If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board of Directors permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

ARTICLE V

COMMON AREAS

5.1. Common Areas.

The Common Areas of the Community consist of Easement Areas depicted on the Plat which burden certain Lots for the benefit of the entire Community for purposes of providing stormwater conveyance or sewer lines. The Common Areas also include any fencing or vegetative buffering lying east of Double Ditch Creek.

5.2. No Interference with Common Areas.

The interceptor ditches and bio-swales comprising components of the stormwater system must be maintained in a manner that allows the free passage of storm water. No Lot Owner shall obstruct any of the Common Areas nor shall any Lot Owner place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors.

5.3. Drainage Easements Constitute Critical Area Buffer.

The area within the drainage easement along Double Ditch Road is considered a "critical area buffer" by the City of Lynden and may not be disturbed or altered without permission from the City. Vegetation planted in the detention and mitigation areas shall be appropriately maintained in perpetuity. The City of Lynden has the ability to inspect and require replanting, if necessary.

5.4. Maintenance, Repair and Replacement.

5.4.1. Association's Responsibility.

Notwithstanding the provisions of Note 8 on Page 1 of the Plat, the Association, through its Board of Directors, is and shall remain perpetually responsible for all necessary Upkeep of the Common Areas.

5.4.2. Rights of City of Lynden.

The City of Lynden is granted the right to enter the Common Areas for emergency purposes at its own discretion.

5.4.3. Operation and Maintenance Manual for Storm System.

Operations and maintenance of the stormwater conveyance system shall be undertaken in accordance with the provisions of the "Operation and Maintenance Manual for Storm System" prepared by the Declarant's engineers dated 9/14/2004, unless and until different standards are established by the City of Lynden.

5.5. Right of Access.

Each Lot Owner shall afford to the Association, the City of Lynden and to their respective agents or employees, access through the Owner's Lot as may be reasonably necessary for the purposes of maintenance, repair and replacement of the Common Areas. If damage is inflicted on the Lot or its any

improvements or appurtenances as a result of such activities, the Association shall be liable for the repair thereof.

## ARTICLE VI

### SCHEDULE OF REGULAR MAINTENANCE

The Board shall develop a schedule of routine maintenance for all components of the Common Elements and for those portions of the Lots described in Section 4.5.1 hereof which require Upkeep, establishing appropriate times during each year when such maintenance should occur. The Board should also periodically undertake an analysis of the adequacy of the Association's reserve fund; such analysis should (i) ascertain the probable remaining useful life of each component of the Common Elements which will require replacement or major repairs, (ii) estimate the probable cost of such replacement or repair for each such component, (iii) establish an annual reserve budget which would, when funded, minimize the necessity for the imposition of a special assessment upon the Owners within the foreseeable future.

## ARTICLE VII

### OWNERS ASSOCIATION

#### 7.1. Name and Form of Association.

The name of the Association shall be "Pepin Creek Community Association." The Association will be incorporated by the Association as a non-profit corporation under the laws of the State of Washington. The rights and duties of the members and of said corporation shall be governed by the provisions of the Homeowners Association Act and of this Declaration of Covenants. The Association shall remain organized as a nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Homeowners Association Act, Chapter 64.38 RCW, the Homeowners Association Act shall control.

#### 7.2. Powers of Association.

The Association shall, through its Board of Directors, all powers available to homeowners associations under the Homeowners Association Act, and such additional powers as may be prescribed in the Articles of Incorporation or any Bylaws of the Association.

#### 7.3. Membership and Voting Rights.

The Owner of each Lot shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot. Membership and voting rights are further specified in the Articles of Incorporation of the Association. Each Lot is entitled to one vote in the Association. In the event that the Declarant exercises a Development Right to add an additional Phase of Development, the new Lots so created shall have identical membership and voting rights in the Association.

#### 7.4. Bylaws of Association.

Bylaws for the administration of the Association and for other purposes not inconsistent with the Homeowners Association Act and this Declaration of Covenants may be adopted by Board of Directors of the Association.

## ARTICLE VIII

### MANAGEMENT OF ASSOCIATION

#### 8.1. Supervision by Architectural Review Coordinator.

Architectural review during the period of construction of dwellings on the Lots in the Community shall be performed by an Architectural Review Coordinator designated by the Board of Directors of the Association.

#### 8.2. Authority of the Board.

##### 8.2.1. General Authority.

The Board, for the benefit of the Community and the Owners, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Homeowners Association Act and this Declaration of Covenants which are not expressly subject to the approval of the Owners.

##### 8.2.2. Incurring and Payment of Common Expenses.

The Board shall acquire and shall pay for, as Common Expenses, all goods and services deemed necessary or desirable for the proper functioning of the Association.

##### 8.2.3. Acquisition of Property.

The Board may acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct.

##### 8.2.4. No Business Authority.

Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

##### 8.2.5. Board as Attorney in Fact.

Each Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

**ARTICLE IX**  
**PERMITTED USES**

9.1. **Permitted Uses.**

9.1.1. **Residential Use.**

The Lots in this Community shall be used for residential purposes only, whether on an ownership or rental basis, and for common social, recreational or other reasonable uses normally incident to such purposes, consistent with the requirements of Section 9.1.2 below. The Board may also permit the use of part of a dwelling for a home office or professional office or other light commercial use, so long as such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other members of the Community. As a condition to consenting to such office use, the Board may require the Owner to pay any increase in the rate of insurance for the Association which may result from such office use, and to provide proof of adequate personal/business liability insurance coverage.

9.1.2. **Housing for Older Persons Requirements.**

The Community has been designed as housing for older persons, and shall be operated generally for occupancy by persons fifty-five (55) years of age or older, in accordance with the provisions of federal law: Title 42 U.S.C. §3607(b)(2)(B), and with regulations later promulgated by the Secretary of HUD thereunder. The Association shall maintain a list of all Occupants and their respective birth dates to assure compliance with this Section, and shall take the steps identified in Subpart (iii) hereof to continually verify the ages of residents. Owners and Occupants shall be subject to the following requirements:

(i) Except as provided immediately below, the Lots in this Community are intended for the use and occupancy by older persons. At least 80 percent of the Lots in the Community shall be occupied by at least one person who is at least fifty-five (55) years of age or older. No person under the age of 21 years of age is permitted to be Occupant of a Lot. Visitors under the age of 21 years (hereinafter, "young visitors") shall be allowed to visit Owners or Occupants of Lots, but only for periods of time not to exceed thirty (30) nights out of any six (6) month period as to each visitor. The Board may adopt additional rules regarding such visitations, and may require that any visitor found to be unreasonably disturbing other Owners be required to leave the premises, and may exercise its authority for specific visitors even though other visitors are permitted to remain.

(ii) No Lot shall be sold, rented or leased to any person or persons unless the standards established in this paragraph are complied with. Without limiting the authority of the Board described in the Bylaws, the Association shall have the specific legal right to seek injunctive relief from the Superior Court of the State of Washington for Whatcom County with respect to any Owner or Occupant found to be not in compliance with this Section 9.1.2. Noncomplying Occupants may be evicted. The prevailing party in such an action shall be entitled to reasonable attorneys' fees and costs of suit.

(iii) The Association shall maintain permanent records substantiating its continuing compliance with the policies and age limitations described herein, and shall regularly update such records, through surveys or other means. Such updates must take place at least once every two years. A survey may

include information regarding whether any Lots are occupied by persons who are (a) employees of the Association who perform substantial management or maintenance functions for the Community Community, (b) persons who are necessary to provide a reasonable accommodation to disabled residents; or (c) family members residing in Lots with their older relatives. Any of the following documents are considered reliable documentation of the age of the Occupants of the Community: Driver's license; Birth certificate; Passport; Immigration card; Military identification; Any other state, local, national, or international official documents containing a birth date of comparable reliability; A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the Lot is 55 years of age or older; or forms or applications previously submitted by or on behalf of such Occupant.

(iv) A summary of occupancy surveys undertaken under Subpart (iii) above shall be available for inspection upon reasonable notice and request by any person.

(v) The Association shall post in the Common Elements of the Community notices describing the Community as housing for persons 55 years of age or older. Phrases such as "adult living", "adult community", or similar statements are not consistent with an intent that this Community intends to operate as housing for persons 55 years of age or older.

#### 9.1.3. Use of Common Areas.

The Common Areas shall be used only for the furnishing of such services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Areas shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents or Rules and Regulations adopted by the Board, no Owner shall make any private, exclusive or proprietary use of any of the Common Areas.

#### 9.1.4. Trees and Vegetation.

Following the construction of a dwelling structure on a Lot, its Owner(s) shall endeavor to preserve mature trees on the Lot and properly maintain any landscaping vegetation on the Lot, so as to enhance the appearance and value of the Lots in the Community and to prevent the spread of noxious weeds.

#### 9.1.5. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the owners thereof. Section 4.2.2.5 hereof requires separate infiltration facilities on each Lot, which must be maintained by the Lot Owner in a functional condition.

#### 9.1.6. Offensive or Illegal Activity.

No noxious, offensive, smelly, overly noisy or illegal activity shall be carried on in any Lot or Common Areas, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

#### 9.1.7. Vehicle Parking.

Parking of up to two vehicles in driveways shall be permitted. Driveway parking spaces are restricted to use for parking of operable, properly registered automobiles, light trucks and family vans; other items and equipment may be parked or kept therein only if expressly permitted by Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. Garage parking spaces are restricted to use for parking of automobiles, motorcycles, light trucks, family vans and other similar vehicles, and for storage of such other items that pose no unreasonable health, safety or fire risks to persons or property. Vehicle repairs other than ordinary light maintenance are not permitted on the Property. The Board may require removal of any inoperative or unregistered vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by Rules and Regulations adopted by the Association.

#### 9.1.8. RV Parking.

Except has hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 6,000 lbs in gross vehicle weight) or any other type of vehicle or equipment which exceeds 22 feet in length may not be stored, kept or maintained anywhere within the Community. A Recreational Vehicle may be maintained within a Lot, if it is fully enclosed within a garage or an approved accessory structure, or if it is otherwise substantially screened from view by vegetation or such other lawful means as may have been previously approved by the Board. The Board may require removal of any vehicle or equipment not authorized by this Section; if it is not so removed, the Board may cause its removal at the risk and expense of the owner thereof, under such reasonable procedures as may be consistent with the provisions of RCW 46.55. Failure of an Owner or other occupant to remove such a vehicle or equipment from a Lot or the Common Areas may result in any or all remedies available to the Association under the Governing Documents.

#### 9.1.9. Underground Utilities.

All utilities are required to be located underground.

#### 9.1.10. Uses by Declarant.

Nothing in the Governing Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas or on the Additional Land described in Section 3.3.1 hereof for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

#### 9.2. Architectural Control.



### 9.2.1. General Authority of Board of Directors.

To assure the health, safety and enjoyment of persons lawfully using any portion of this Subdivision, and to promote visual harmony within the Community, the Association, through its Board of Directors or its Architectural Review Coordinator, shall have the power and the duty to enforce architectural control over the improvements constructed within the Community, in the manner hereafter provided. The Board of Directors shall regulate the external design, signage, appearance, use and maintenance of the Property in accordance with the provisions of the Declaration of Covenants. No construction within the Subdivision may occur absent the approval of the Board of Directors. The Board of Directors may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Board of Directors shall have the power to impose reasonable application fees and charges for the costs of reports, analyses or changes proposed by an Owner. Such fees shall be specially assessed against the Owner. The Board of Directors may adopt Design Guidelines to provide guidance to Owners and their contractors and design professionals in tailoring construction of improvements to the overall appearance of the Community. Design Guidelines approved by the Board of Directors shall be enforceable as if set forth herein in full.

### 9.2.2. Time for Response; Variances.

The Board of Directors shall act on all matters properly before it within thirty (30) days after submission of a complete application, in such form as may be prescribed by the Board of Directors, in accordance with Section 4.2.9 hereof. The Board of Directors shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner, but describing the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply. No variance from set-back requirements may be granted absent the approval of the City of Lynden.

### 9.2.3. No Liability for Architectural Review.

Neither the Board of Directors nor its ARC shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration.

### 9.3. Right to Farm Adjacent Properties.

As this Community is located within ½ mile of an operating farm or Ag zone, the City of Lynden has required that the Declarant and any subsequent Purchaser or Successors in interest of all of the Lots within the Community must refrain from any legal action to restrain or collect damages from owners or operators of such agricultural lands, or from the City of Lynden or Whatcom County arising out of any reasonable and lawful farm operations on said agricultural lands which occurs in the normal course of their established use. Upon sale of each Lot the Seller shall require that the "Disclosure Statement" as set forth in LMC Title 14.02, be signed by the Purchaser and recorded in the County Auditor's office in conjunction with the Deed conveying said Lot. In the event that no such Disclosure Statement is signed by the Purchaser, such Purchaser shall nevertheless be deemed to be bound by this Covenant.

## ARTICLE X

### ASSESSMENTS AND LIENS FOR COMMON EXPENSES

#### 10.1. Assessments for Common Expenses.

##### 10.1.1. Liability of Lots for Proportionate Share of Budgeted Expenses.

The total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed equally against the Lots. The Budget shall be adopted in the manner described in the Bylaws. The Association may, by resolution supported by greater than 50% of the votes in the Association, require that any Common Expense or portion thereof benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefitted; such an assessment may be termed a "Limited Common Expense".

##### 10.1.2. Timing of Payments.

Until changed by resolution of the Board of Directors, the annual Assessment against each Lot for its share of the Common Expenses shall be due and payable on the first day of the month of February of each year. The Board may adopt further payment policies which permit payment in installments under conditions to be determined by the Board.

##### 10.1.3. Owners Personally Liable for Common Expenses.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot so assessed as of the time the Assessment is due. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Owner may exempt himself or herself from liability with respect to any portion of the Common Expenses for any reason, including without limitation a waiver of the enjoyment of the right to use any of the Common Elements or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Owner shall continue to pay (with or without notice) a periodic Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Owner.

#### 10.2. Liability Following Conveyance of Lot.

A selling Lot Owner shall not be liable for the payment of any part of the Common Expenses assessed against his or her Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the Lot up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Lot Owner the amounts paid by the purchaser therefore. The holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for Assessments that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser

of the Lot. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided above.

**10.3. Statement of Unpaid Assessments.**

The Association, upon written request, shall furnish to a Lot Owner or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Lot.

**10.4. Lien for Assessments.**

The Association shall have a lien on a Lot for any unpaid Assessments levied against a Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment thereof is due.

**10.5. Perfection of Lien.**

Recording of this Declaration of Covenants constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of the county in which the Community is located.

**10.6. Priority of Lien.**

A lien under this Section shall be prior to all other liens and encumbrances on a Lot except: (a) Liens and encumbrances recorded before the recording of the Declaration of Covenants; (b) a mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Lot.

**10.7. Enforcement of Lien.**

The lien arising under this section shall be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The Association may elect to take a deed in lieu of foreclosure in any such proceeding.

**10.8. Limitation of Lien Enforcement.**

A lien for unpaid Assessments and the personal liability for payment thereof is extinguished unless proceedings to enforce the lien are instituted within six years after the amount of the Assessments sought to be recovered becomes due.

**10.9. Rent Subject to Lien for Assessments.**

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by the Owner thereof, the Association shall be

entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lots as and when due. If the rental is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental Lots in this type of project, rent the Lot or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Lot, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

10.10. Remedies Cumulative.

The remedies provided are cumulative and the Board may pursue them concurrently, along with any other remedies which may be available under the law although not expressed herein.

ARTICLE XI

INSURANCE MATTERS

11.1. Authority, Name of Insured.

The Board of Directors may obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors.

11.2. Deductible.

The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association as a Common Expense. Funds to cover the deductible should be included in the Association's operating reserve account.

ARTICLE XII

CONDEMNATION

In the event that Common Areas of the Community are become subject to eminent domain proceedings, the Association shall be a necessary party to such proceedings.

ARTICLE XIII

COMPLIANCE WITH LAW AND COVENANTS

13.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Governing Documents. All remedies provided the Association in this Article may be enforced against any tenant or other occupant of a Lot.

13.2. Enforcement by Association.

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Governing Documents.

13.3. Legal Proceedings.

Failure to comply with any of the terms of the Governing Documents shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies.

13.4. Costs and Attorney's Fees.

The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorney's fees so awarded shall constitute a Limited Common Assessment against the Owner's Lot.

13.5. Late Charges and Interest.

The Board may impose and collect reasonable late charges to encourage prompt payment of Assessments. Until changed by resolution of the Board with advice of counsel, the Board may collect a late charge: (a) when any Assessment or installment thereof is received by the Association more than ten (10) days beyond the due date of such Assessment or installment; (b) in an amount not to exceed the greater of \$25.00 or ten percent (10%) of the amount of said Assessment or installment. Delinquent Assessments shall bear interest from the date of delinquency at the rate of 12% per annum, or the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

13.6. No Waiver of Rights.

The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents or the Act, shall not constitute a waiver of the right of the Association, the Board or the Owner to enforce such right, provision, covenant or condition in the future.

13.7. Remedies Cumulative.

A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or the Act shall be deemed to cumulative and the exercise of any one or more thereof shall not

be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or the Act or at law or in equity.

#### ARTICLE XIV

##### LIMITATION OF LIABILITY

###### 14.1. No Liability for Equipment Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any equipment or services obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

###### 14.2. No Bailment.

Neither the Board of Directors, the Association, any Owner nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Areas (including property located in vehicles parked on the Common Areas), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

#### ARTICLE XV

##### MORTGAGEE PROTECTION

Any representative of a Mortgagee or the institutional insurer of any mortgage may attend and address any meeting which a Lot Owner may attend.

#### ARTICLE XVI

##### EASEMENTS AND RELATED RIGHTS

###### 16.1. Easements for Lots and Lot Owners.

###### 16.1.1. In General.

Each Lot has an easement in and through each other Lot and the Common Areas for lateral and/or subjacent support.

###### 16.1.2. Specific Easement Shown on Plat.

Easements for "interceptor ditches" and bio-swales for the purpose of conveying local storm water runoff, along with easements for sanitary sewer lines are granted on the Plat in favor of all abutting private lot owners in the areas designated as private drainage or private sewer easements. On the face of the Plat, responsibility for the costs of maintenance of the private easements established and granted therein was to be borne equally by the present and future owners of the abutting private lot owners and their heirs, owners personal representatives and assigns. Since this Community was subsequently designed to serve as housing for senior citizens under the guidelines set forth in Section 9.1.2 hereof, the Association has been made responsible for the costs of such Upkeep.

**16.2. Easement for Association Functions.**

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

**16.3. Easement for Utilities.**

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors. See the Plat for further details.

**16.4. Easement for Emergency Access.**

A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Areas to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

**16.5. Easements for Declarant.**

The Declarant has reserved the rights to have the stormwater easement portion of the Common Areas to serve Phase 2 of the Plat of Double Ditch Division, as well as the adjacent Cusin's property.

**ARTICLE XVII**

**AMENDMENT OF DECLARATION OF COVENANTS**

**17.1. Procedure for Amendment of Declaration of Covenants.**

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration of Covenants, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Except as provided in Section 17.3 hereof,

amendments may be adopted only at a meeting of the Owners if at least 67% percent of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least 67% of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association, who shall certify that the amendment was properly adopted.

17.2. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

17.3. Special Amendments.

The Owner of Lot 35, Plat of Double Ditch Division, may unilaterally amend this Declaration to join the Community, as provided in Section 1.2 hereof, and the Declarant may unilaterally record a Phasing Amendment to create a new Phase of this Community, as described in Sections 2.19 and 3.1 hereof.

ARTICLE XVIII

MISCELLANEOUS

18.1. Notices for All Purposes, Delivery.

18.1.1. Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered either personally or by mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in writing, or to the most recent address known to the Board. Notice to the Owner of any Lot shall be sufficient if mailed to his or her Lot if no other mailing address has been given to the Board. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Association may be given to Declarant until the initial Board has been constituted and thereafter shall be given to the President or Secretary of the Association, or to its Registered Agent.

18.1.2. New Lot Owners must supply their names and addresses, along with the names and addresses of their respective Mortgagees, to the Secretary of the Association promptly after conveyance.

18.2. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act and furthers the common plan of this Community

18.3. No Right of First Refusal.

**EXHIBIT A**  
**Tax Parcel Numbers**

Whatcom County Tax Parcel Nos.:

400319 310494 0000  
400319 310502 0000  
400319 310512 0000  
400319 310520 0000  
400319 310529 0000  
400319 310544 0000  
400319 310554 0000  
400319 310563 0000  
400319 310571 0000  
400319 310580 0000  
400319 322577 0000  
400319 332577 0000  
400319 342577 0000  
400319 352577 0000  
400319 361576 0000  
400319 362565 0000  
400319 362555 0000  
400319 362545 0000  
400319 346547 0000  
400319 346560 0000  
400319 338560 0000  
400319 329563 0000  
400319 329554 0000  
400319 329545 0000  
400319 338547 0000  
400319 329530 0000  
400319 329522 0000  
400319 329514 0000  
400319 329505 0000  
400319 329497 0000



OWNER OF LOTS 5, 10, 11, 12, 13, 14, 15, 18, 19, 20, 24, 26, 30, 31, 34

KEYSTONE DEVELOPMENTS, INC.

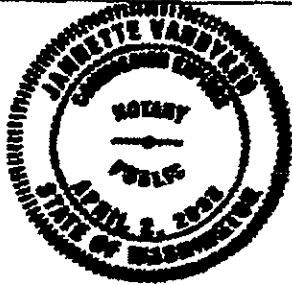
By: [Signature]  
GERT CHRISTENSEN, its President

 **COPY**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF WHATCOM         )

I hereby certify that I know or have satisfactory evidence that GERT CHRISTENSEN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Declarant, KEYSTONE DEVELOPMENTS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 3, 2005.



Jannette Vanduyke  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 4-2-2008