

**AMENDED DECLARATION OF PROTECTED RESTRICTIONS,
CHARGES, ASSESSMENTS AND LIENS FOR
MT. BAKER RIM COMMUNITY CLUB**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LANDS-WEST, INC., a Washington Corporation (Developer) filed documents entitled "Declaration of Protective Restrictions" for Division 1 of Mt. Baker Rim, on or about September 27, 1971, recorded under Whatcom County Auditor's File No. 1102414, which was subsequently amended on September 18, 1972, by a document entitled "Amendment and Addition to Declaration of Protective Restrictions", recorded under Whatcom County Auditor's File No. 1123590, "Declaration of Protective Restrictions" for Division 2 of Mt. Baker Rim, on or about September 5, 1972, recorded under Whatcom County Auditor's File No. 1123589, which was subsequently amended on June 15, 1973, by a document entitled "Amendment and Addition to Declaration of Protective Restrictions", recorded under Whatcom County Auditor's File No. 1149588, "Declaration of Charges, Assessments and Liens" for Division 1 of Mt. Baker Rim, on or about September 27, 1971, recorded under Whatcom County Auditor's File No. 1102415, "Declaration of Charges, Assessments and Liens" for Division 2 of Mt. Baker Rim, on or about September 5, 1972, recorded under Whatcom County Auditor's File No. 1123591, all of which are hereafter referred to as "the Documents"; and

WHEREAS, all the Documents burden and benefit the following real property, situate [TYPIST'S NOTE, it probably should be "situated"] in Whatcom County, Washington:

Mt. Baker Rim, Division 1, according to the plat thereof, recorded in Volume 11 of Plats, pages 74, 75 and 76, records of Whatcom County, Washington; and Mt. Baker Rim, Division 2, according to the plat thereof, recorded in Volume 12 of Plats, page 38, records of Whatcom County, Washington;

hereafter referred to as the "real property"; and

WHEREAS, Mt. Baker Rim Community Club, hereafter referred to as "the Club", a Washington non-profit corporation, is successor to Lands-West, Inc., and is the entity mentioned in "the Documents"; and

WHEREAS, "the Documents" provide a mechanism for amendment by which the Declarations may be amended by recording an instrument signed by the record owners or purchasers of sixty-five percent (65%) of the area, exclusive of that dedicated or used for community purposes or common usage and roads of Mt. Baker Rim, Divisions No.1 and 2, whereby the signer or signers thereof agree to change such restrictions and conditions in whole or in part; and

WHEREAS, the undersigned are at the time of signing this instrument, record owners or purchasers of area within Mt. Baker Rim, Divisions No.1 and 2, exclusive of that dedicated for community purposes or common usage and roads, who desire to amend the original Documents, as set forth below, now, therefore,

The above mentioned DECLARATIONS ARE HEREBY AMENDED to read as follows:

For the purpose of this Declaration;

"Dwelling Unit" is defined as a building or modular manufactured housing unit that is constructed or installed on a permanent foundation and designed for long term human habitation, that has facilities for cooking, sleeping, toilet and bathing; the term does not include tents, campers, recreational vehicles or travel trailers. This definition is a condensed version of that for "dwelling unit" in the Whatcom County Zoning Ordinance.

"Residential Purposes" precludes business and commercial activities, the raising and maintaining of livestock or poultry, and the breeding and maintaining of other animals except for common household pets.

I. PROTECTIVE RESTRICTIONS

A. Land and Building Use Restrictions.

1. No lot or lots shall be used for purposes other than residential purposes and no lot shall be used for any purposes other than one single-family dwelling unit and such outbuildings as are reasonable accessory uses to such single-family dwelling units, except for such lots as may be dedicated or used for community purposes or common usage or which may be owned by the Club, and except for such lots as are exempted under section B hereof.
2. No lot of real property may be divided for purposes of sale or change or transfer of ownership.
3. All clearing and building activities on all lots, including but not limited to obtaining necessary permits, shall conform to county and state regulations but subject to any more restrictive regulations in this Declaration or the Bylaws of the Club. The Club may enforce any relevant county and state regulations applicable to the real property.
4. The work of constructing a dwelling unit on any lot shall be

prosecuted diligently and continuously from commencement of construction until the exteriors thereof are completed and painted or otherwise suitably finished, which finish shall in any event be within twelve (12) months from the commencement of construction.

5. No structure shall be constructed, placed or maintained on any lot other than in compliance with both Whatcom County and Club Bylaw set-back requirements.
6. All developed lots must be landscaped in a reasonable manner harmonious both with the natural environment and with existing well-landscaped lots; such landscaping must be completed within one year of the placement of a dwelling of modular construction on the lot or the completion of the construction of a non-modular dwelling on the lot.

B. Grandfathering. As of the date on which this declaration is amended, lots which have established usages of trailers or recreational vehicles will be exempted from the dwelling unit restriction under Section A hereof. On such lots, one trailer or recreational vehicle may continue to be used, subject to the restrictions under Section E hereof, until a period of ten years has elapsed from the date of this declaration amendment or until the property is sold or the title transferred, whichever occurs later.

C. Nuisances. No firearms shall be used within the real property. No noxious or offensive activity shall be carried on anywhere in the real property or in the adjacent part of Glacier Creek nor shall anything be done which may be or may become an annoyance or nuisance to the owners of lots in the area.

D. Lot Maintenance. Each lot shall be maintained in a clean, sightly condition at all times, with grass cut regularly, and shall not be used as a dumping or storage area for rubbish, unsightly material or anything which constitutes a fire hazard. All refuse from use of a lot shall be kept in hygienic sanitary containers which shall be concealed from view and regularly emptied in the common garbage facilities. Under no circumstances shall any material be disposed of in Glacier Creek. The reasonable keeping of equipment and materials on a lot during construction on such lot shall be permitted. Debris from lot clearing must be disposed of promptly and no debris shall be placed in road right-of-ways. The Club shall have the right but not the obligation to enter upon and remove any rubbish, unsightly material, material which constitutes a fire hazard, waste, debris, grass, hay or other substance preventing a reasonably clean and tidy property from any lot in the real property and to assess the cost thereof against such lot and

the owner thereof.

E. Water and Sewage.

1. Lots with permanent dwellings may not be used for residential purposes, either temporarily or permanently, unless they meet the following requirements:
 - a. they are connected to the area's water system;
 - b. toilet facilities are entirely contained within the residential dwelling unit;
 - c. they are connected to a septic tank and drainfield or other sewerage disposal system that has been installed in accordance with the specifications and approval of the applicable government agency.
2. Travel trailers and recreational vehicles currently located at the real property are exempted from the requirement of being connected to a septic tank and drainfield, provided they meet the following conditions:
 - a. they have a self-contained sewerage disposal system;
 - b. they are road worthy and are properly maintained, licensed and insured in accordance with Washington State requirements;
 - c. they make regular trips to a dump station located outside the real property to dispose of such waste.

F. Signs. No signs shall be permitted, except for those installed by the Club, with the exception of the following:

1. signs denoting the name and/or address of the lot owner,
2. standard-size realty signs during the time a property is being offered for sale.

The Club may remove any other signs and may enter upon any lot to accomplish such removal.

G. Culverts. Where access to lots crosses a ditch or standing water in any road right-of-way, a PVC culvert 12" X 14 ft. must be installed prior to construction or use.

H. Fires. Barbecue and campfires will be permitted at the real property as long as they are lit in appropriate containers (barbecue pits having brick or concrete slab floors) and are not started on bare ground. A permit is not required for such fires as long as they are no larger than what is permitted under County, state, Forestry and Fire Marshall regulations, currently four feet square (4 ft. sq.). In accordance with County regulations, a

burning permit is required when burning garbage and/or brush. Burn permits must be displayed at all times and must be available for inspection. The Club shall have the right to ensure that County, state, Forestry and Fire Marshall regulations are strictly enforced. When a burning ban is in effect, notice of such ban will be posted at the gate. **NO FIRES WILL BE PERMITTED FOR THE DURATION OF THE BURNING BAN.**

- I. Roads. The roads within the real property are to be used primarily for ingress and egress. Posted speed limits and other traffic signs must be obeyed at all times. All motorized vehicles using these roads must conform to State licensing and vehicular regulations.
- J. Electrical Power. The electrical power source for any lot shall be the available underground system for the real property, and all permanent electrical power connections and lines from such system to any portion of any such lot shall be placed underground.

II. CHARGES, ASSESSMENTS AND LIENS

A. Provisions for Assessments.

- 1. The lots within the real property shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Club acting pursuant to the Articles of Incorporation and the Bylaws of the Club, including any duly adopted amendments.
- 2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the Club imposing such charges and assessments, and the proceeds therefrom shall likewise be applied in such manner and for such objects and purposes as shall be determined by the Club.
- 3. Charges and assessments by the club shall be levied in equal proportions against each and every residential lot, or in accordance with services, utilities or improvements rendered directly to or for each such residential lot, hereby made subject to such charges and assessments, excluding from such charges and assessments platted roads and areas reserved for common usage.

B. Liens; Collection of Assessments.

- 1. Any charge or assessment levied by the Club against any residential lot in the real property, including interest on such charge or assessments and collecitions [TYPISTS NOTE it

should be “collections”] costs, if any, shall constitute a lien upon such residential lot as soon as such charges, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section II.B.4 hereof) at any time levied or imposed upon such residential lot or lots.

2. Any charge or assessment imposed by the Club upon any member who is the owner or contract purchaser of a residential lot or lots in the real property including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except at provided in Section II.B.4 hereof) at any time levied or imposed upon such residential lot or lots.
3. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots or by the signing of a contract or agreement to purchase he [TYPISTS NOTE: it should be “the”] same, whether from the present owner or purchaser thereof or from a subsequent owner or purchaser thereof, such owner or purchaser shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to foreclosure of such liens.

As an alternative remedy to the foreclosure of such liens, the Club shall have the exclusive right and option, at any time after the expiration of a period of sixty (60) days during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot an amount equal to the value of such owner's or purchaser's interest in such lot. Upon the exercise of said option by the Club in the manner set forth in the Bylaws of the Club, the owner or purchaser of such lot shall convey to the Club all right, title and interest which such owner or purchaser may have in such lot. In any court proceeding to enforce such option, the Club shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, the lot shall be appraised in accordance with such method of appraisal as shall be set forth in the Bylaws of the club.

Furthermore, the club shall have the right, at any time after the expiration of sixty (60) days during which any of such charges and assessments shall remain unpaid and after ten (10)

days notice of intent to exercise this right, to prohibit and prevent the owner or purchaser of any lot subject to such a lien, and any user thereof, from using the community or common areas or the roads of Mt. Baker Rim.

4. First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this Declaration.

C. Membership.

1. Membership in the Club shall be as prescribed in the Articles of Incorporation and the Bylaws of the Club.
2. Any charges or assessments herein provided to be imposed by the Club, including interest thereon and collection costs, if any, shall be and become a lien upon all residential lots in the real property irrespective of owner's or purchaser's membership in the Club. The fact of non membership in the Club shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Club in accordance with its Articles of Incorporation and Bylaws.

III. GENERAL PROVISIONS

- A. Supersedes Prior Declarations. This Amendment supersedes and entirely replaces "the Documents" described in the first paragraph of this instrument, being the original Declarations and Amendments thereto, recorded in the Auditor's Office for Whatcom County.
- B. Covenant Running with Land. The aforesaid Restrictions and Conditions shall run with the land (real property) and shall be binding upon all parties having an interest in said "real property" and persons claiming under them from the date this instrument is recorded, until an instrument signed by the record owners or purchasers of sixty-five percent (65%) of the area, exclusive of that dedicated or used for community purposes or common usage and roads of either Division of Mt. Baker Rim, is recorded, whereby the signer or signers thereof agree to change such restrictions or conditions, in whole or in part.
- C. Compliance. If any party bound hereby, or such party's heirs or assigns, shall violate any of said restrictions or conditions, the Club, in addition to anyone else having a right of action in regard thereto, may prosecute any proceeding at law or in equity against

