The Glen Community Association 7159 Mount Baker Highway, Maple Falls, WA 98266

THE GLEN COMMUNITY ASSOCIATION

COVENANTS

OCTOBER 1981

1221112

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIVISION 2, PLAT OF THE GLEN AT MAPLE FALLS

WHEREAS, The Glen Company, a Washington limited partnership, is the owner of Lots 1 through 112, Division 2, Flat of The Glen at Maple Falls, Whatcom County, Washington; and

WHEREAS, the Covenants, Conditions and Restrictions recorded under Auditor's File No. 1195585 were adopted in conjunction with the filing, of Division 1 and thereafter amended by document recorded under Auditor's File No. 1214455, all in the office of the Whatcom County Auditor; and

WHEREAS, in conjunction with the filing of Division 2, consisting of 112 lots, The Plat of The Glen at Maple Falls, Covenants, Conditions and Restrictions above mentioned were adopted by reference as provided in paragraph XII thereof; and

WHEREAS, it is the desire of The Glen Company, the Declarant therein, to amend the Covenants, Conditions and Restrictions previously adopted as they apply to Division 2, The Plat of The Glen at Maple Falls; NOW, THEREFORE,

The Declaration of Covenants, Conditions and Restrictions for The Plat of The Glen at Maple Falls, as amended, is hereby amended by deleting paragraph IV-a as it appears on Pages 3 and 4, and substituting the following paragraph in its place:

> "a) The lots in the subdivision shall be used solely for-camping purposes, and shall not contain any building, structure or other apparatus used for dwelling purposes except tents, and tent-trailers, travel-trailers, motor homes and campers (all of which are hereafter collectively called 'recreational vehicles'). Each lot shall not contain simultaneously more than one (1) recreational vehicle or tent connected to the utilities on said lot. The dimensions of any tent-trailer or travel-trailer shall be as specified in any State of Washington Statute, State Board of Health regulation or Whatcom County ordinance which sets forth dimensions for such recreational vehicles with a maximum length of 28 feet until such time as said dimensions may be changed by any amendment to said statutes, ordinances or regulations. Each tent and each recreational vehicle shall be aesthetically pleasing and shall be of such design, color and configuration as will be in harmony with the surrounding area and shall be subject to the approval of the Architectural Board. Prior to erecting any tent or placing any recreational vehicle on any lot, the owner thereof shall submit plans for his tent or recreational vehicle respectively, to the Architectural Board, portraying the design, configuration and dimensions thereof."

These same covenants apply to Division 3 and are filed with the plat of Division 3 under Auditors File No. 1195585 as amended under Auditor's File No.'s 1214455 and 1221112.

IN WITNESS WHEREOF, the undersigned have executed the within Amendment to Covenants, Conditions and Restrictions for Division 2, Plat of The Glen at Maple Falls, as of the 24th day of June, 1976.

THE GLEN COMPANY, a Limited Partnership

By _____
Gordon A. Laird

By _____
Ronald A. Buzard

By _____
Willard D. Purnell

The Glen Management Company, Inc.

By _____
(Fred Schmidt) President

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gordon Laird, Ronald A. Buzard, and Willard D. Purnell, to me known to be the General Partners of The Glen Company, a Limited Partnership, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the 24th day of June, 1976.

EDWARD B. SONNON
NOTARY PUBLIC in and for the State
of Washington, residing at _____

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Schmidt, to me known to be the President of The Glen Management Company, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the 24th day of June, 1976.

EDWARD B. SONNON
NOTARY PUBLIC in and for the State
of Washington, residing at _____

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

. WHEREAS, THE GLEN COMPANY, INC., a Washington corporation hereafter called "Declarant", is the owner of the following described property:

Lots 1 to 206, Plat of The Glen at Maple Fails, according to the Map recorded in Volume 13 of Plats at Page 28, which Plat shall hereinafter be referred to, is the "Unit";

and,

WHEREAS, the Declarant finds that it is in the mutual interest of the Declarant and the other owners of Lots in the subdivision that these Covenants, Conditions and Restrictions be amended; and

WHEREAS, as of the date of this amendment, the Declarant is owner of at least seventy-five percent of the lots in the subdivision and is authorized by the terms of these Covenants, Conditions and Restrictions to make amendments which are deemed necessary; and

WHEREAS, it is the intention of the Declarant that the Declaration of Covenants, Conditions and Restrictions originally filed with lots 1 to 206; Plat of The Glen at Maple Falls shall remain in full force and effect except as provided in this amendment; and

WHEREAS, it is the desire and intention of the Declarant to sell the Unit and to impose on it mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of all the units or lands in the Unit and the future owners of these lands; and

WHEREAS, it is the desire and intention of Declarant to establish and maintain as a general plan for all property included in the Unit, now or hereafter subject to this Declaration, a scenic and pastoral recreational area of the highest quality and value; a recreational area where property values, desirability and attractiveness will be enhanced and protected; a recreational area where natural beauty and view will combine with real property improvements to provide a private and pleasant living environment for persons acquiring title to such property,

NOW, THEREFORE, the Declarant hereby declares that we, the undersigned, owners in fee simple of the land hereby platted, do hereby declare this plat, and in lieu of dedication of roads, utility easements, parks and other common areas, shown on this plat, hereby reserve forever unto all purchasers of all lots and tracts within the plat and to all members of the community association formed in conjunction with this plat an equal and undivided beneficial interest in all roads, utility easements, parks and other common areas; such beneficial interest shall henceforth carry with it the obligation to pay real property taxes, operate and maintain such roads, parks, common areas and utility easements.

The owners further reserve a permanent easement on and across all roads, utility easements, parks and other common areas for public utilities, pedestrian and vehicle access, and private drainfields approved by the Bellingham-Whatcom County District Department of Public Health. The right is further reserved to drain all roads, utility easements, parks and other common areas over and across any lot or lot contracts where water may take its natural course after grading, to make all necessary slopes for cuts and fills upon the lots and tracts, and to make any reasonable grading of the roads, easements, parks and common areas. An easement on each lot is further reserved as provided herein, and further declares that all of the property described above is held, and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions, conditions, and covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Unit and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Unit real property, or any part thereof.

I. Land Classifications and definitions:

(a) **Lot:** As used herein, a lot shall be any lot or tract described in the above referenced recorded plat of the Unit as a common area. Common areas will be of two types as designated on the plat map: 1) private common areas subject to use of Association members and 2) public common areas subject to use of Association members and the general public at large.

(b) **Common Area**: As used herein, a Common Area shall be any area described in the above referenced recorded plat of the Unit as a common area. Common areas will be of two types as designated on the plat map: 1) private common areas subject only to use of Association members and 2) public common areas subject to use of Association members and the general public at large.

(c) Any other parcel in the Unit identified by some other specific land classification may be changed to one of the land use classifications set forth herein, i.e., lot or common area by Declarant by supplemental Declaration recorded prior to conveyance of such parcel by Declarant.

II. Lot Covenants:

No buildings, structures or other improvements or any permanent fixtures of any kind or type shall be erected, constructed or otherwise placed upon any lot in the unit, except:

a) (1) storage shed of frame construction which shall not exceed eight (8) feet in height or seventy (70) square feet in area. The shed shall be stained in a natural wood color and shall be covered with a shake roof.

b) One (1) open picnic shelter which shall not exceed ten feet in height.

c) One (1) fireplace of masonry construction, the composition of which shall be natural materials.

d) A camping-pad on which each lot owner's tent, tent-trailer, travel trailer, motor home or camper shall be placed.

e) An entry road connecting the camping pad to the common roadway abutting the lot, which shall be surfaced with gravel and which shall not exceed ten (10) feet in width unless otherwise approved by the Architectural Board. No asphalt, concrete or other such hard surface shall be placed upon any entry road, without written approval from the Architectural Board.

f) None of the foregoing permissible improvements shall be erected or placed on any lot, nor shall any subsequent modifications or alterations thereto be made, until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials and location thereof have been approved in writing by the Architectural Board. All such improvements, or alterations or modifications thereto, must be aesthetically pleasing and in harmony with the general surroundings of all other lots in the Unit and the buildings, structures and other improvements on the common areas and facilities. Each lot owner shall be permitted to place trees, greens, shrubs, plants, and other such landscaping elements upon his lot if they are in harmony with the general surroundings and if written approval is first obtained from the Architectural Board. No fence, hedge or other mass planting, or any other barrier of any kind or type, shall be erected upon any lot in the Unit without written approval from the Architectural Board.

g) For the period of time specified herein, the Architectural Board will be appointed by Declarant, and any party seeking approval therefrom may contact the Architectural Board through Declarant. At any time, Declarant may require and thereupon the Property Owners Association, as defined in Paragraph IX hereof and herein referred to as the "Association," shall assume the responsibility for appointment of the Architectural Board, provided that in any event, appointment of the Architectural Board shall be the sole and exclusive responsibility of the Association when a period of sixty calendar months shall have elapsed from the date of Declarants recording a plat or survey map for any unit or division to be included in the Subdivision.

III. Common Area Covenants:

Common Areas shall be owned, developed and maintained by Declarant in accordance with Declarant's best judgment and sole discretion as scenic or natural open park areas for the use and enjoyment of all lot owners in the Subdivision and the Unit. Portions of the Common Areas may be developed by Declarant (but Declarant shall have no obligation to do so) for recreation and leisure-time activities and portions thereof may be developed as may be reasonably necessary, including ponding of water and clearing of timber for installation of utilities, creation of water recreation facilities or open park areas or to improve access to or from the Common Areas or to enhance the use and enjoyment of or to protect, support or preserve the Subdivision and the Unit, all in the Declarants sole discretion. Declarant shall have the right to develop any common area as provided above while it owns the same. All

Common Areas shown on the record plat map of the Unit shall be conveyed by Declarant to the Association within nine (9) years following date of recordation of this Declaration. Common areas upon conveyance to the Association shall be maintained by the Association and shall be held by the Association for the exclusive use of owners of property, their invitees and guests, and upon conveyance thereof to the Association, the Association may from time to time prescribe rules and regulations governing use of the Common Areas and may, if some owners of the property wish to use and develop a portion of Common Areas for recreation facilities and are willing to pay the cost of developing and maintaining the same, permit such development on such terms and conditions as may be deemed advisable to the Association.

IV. Tents, Trailers and Recreational Vehicles:

a) The lots in the subdivision shall be used solely for camping purposes, and shall not contain any building, structure or other apparatus used for dwelling purposes except tents, and tent-trailers, travel-trailers, motor homes and campers (all of which are hereafter collectively called 'recreational vehicles'). Each lot shall not contain simultaneously more than one (1) recreational vehicle or tent connected to the utilities on said lot. The dimensions of any tent-trailer or travel-trailer shall be as specified in any state of Washington statute or Whatcom County ordinance which sets forth dimensions of such recreational vehicles. Each tent and each recreational vehicle shall be aesthetically pleasing and shall be of such design, color and configuration as will be in harmony with the surrounding area and shall be subject to the approval of the Architectural Board. Prior to erecting any tent or placing any recreational vehicle on any lot, the owner thereof shall submit plans for his tent or recreational vehicle respectively, to the Architectural Board, portraying the design, configuration and dimensions thereof.

b) All recreational vehicles and tents shall at all times be neat in appearance and kept in good order and repair, and shall remain mobile in the manner intended by its manufacturer. Wheels shall not be removed from any recreational vehicle nor shall any other part, fixture or sub-assembly thereof, be removed, modified, or altered so as to render it inoperative, or immovable in the manner intended by its manufacturer. No preclosed addition may be attached or affixed to any recreational vehicle, nor shall any camper be removed from the vehicle to which it is attached without prior approval of the Architectural Control Committee after the provisions have been made for landscaping and screening to ensure the aesthetic appearance of the lot. All recreational vehicles shall be registered with an agency of a State or Province having responsibility for the registration of vehicles, and shall at all times bear a valid, current license plate of the State or Province with which it is registered.

c) Each tent or recreational vehicle put upon any lot in the Unit shall be located only upon the camping pad provided therefor, and shall not be situated in violation of any setback requirements contained herein or as otherwise may be provided by law.

d) **Set-Back Restrictions:** Each storage shed, fireplace, camping pad, tent, recreational vehicle, or any other vehicle parked upon any lot in the subdivision, shall not be erected, kept, maintained or parked within five (5) feet of any lot line of such lot, (i.e., front, rear or side lot).

V. General Use Restrictions and Requirements:

a) All lots within the subdivision shall be used exclusively for camping and related recreational purposes as contemplated by this Declaration and shall not be used or otherwise occupied for permanent residential purposes. No business activities of any kind or type shall be conducted on any lot, or on or in any of the common areas and facilities within the subdivision. Any activities which may be conducted by the Association in or upon any of the common areas and facilities, or any services which the Association may provide for the benefit of the lot owners in the subdivision, shall not be deemed "business activities" for the purpose of this paragraph.

b) All water lines, electrical lines, and septic tanks within the boundaries of each lot shall be maintained in good order and repair by the owner thereof, and any work respecting the repair or maintenance of such elements shall be performed with diligence and without undue disturbance to the occupants of other lots in the subdivision except as may be reasonably necessary to accomplish such repair or maintenance work.

c) No snowmobiles, motorcycles or other motorized vehicles (except conventional automobiles, trucks of less than one (1) ton capacity and recreational vehicles which have been approved by the Architectural Board as provided hereinabove) shall be operated on any of the common roadways, drives, trails or other common areas of the Unit without a written permit from the Security Officer. All automobiles, recreational vehicles or other vehicles which are permitted to be placed on lots in the Unit, shall not be parked or kept within five (5) feet of any lot line of any lot (i.e., front, rear or side).

d) All boats, utility trailers and trucks of more than (1) ton capacity shall not be operated, maintained or kept upon any lot in the Unit but shall at all times be placed in the common Storage Area provided therefore.

e) No fires or stoves situate upon any lot or upon any of the common areas and facilities which contain an open flame shall be left unattended. No firearms or explosives shall be discharged within the perimeters of the Unit.

f) No animals, livestock or poultry shall be kept upon any lot or upon any of the common areas and facilities, except for dogs, cats or birds or other conventional pets. Any dogs kept upon any lot or any of the common areas and facilities shall be leashed.

g) No signs or billboards shall be placed upon any lot, except that one (1) identification sign bearing the owner's name may be placed upon the owner's lot if the design, size and configuration thereof is first approved by the Architectural Board. This subparagraph shall not be deemed to preclude the Developer from displaying and posting signs, billboards and other advertising materials in and about any unsold lots or upon the common areas and facilities, until all lots in the Unit have been sold by the developer.

h) No clotheslines or other devices or apparatuses for clothing or other apparel shall be erected or placed on any lot or upon any of the common areas and facilities, except that each lot owner may erect one (1) clothesline no greater 'than ten (10) feet in length provided that it, together with any apparel thereon, is not visible from the roadway abutting his lot.

i) No lot owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about any lot, but shall deposit same in covered trash receptacles, nor shall any owner put any trash, ashes, garbage or other refuse or debris into any streams within the perimeters of the subdivision or in or about the river adjoining the subdivision.

j) Excessive use of intoxicating beverages shall be prohibited on any lot or common areas in the Unit.

k) Each lot owner shall keep his lot neat and orderly in appearance and shall not cause or permit any noxious odors or tangible objects which are unsightly in appearance to exist on the premises. No lot owner shall deposit grease, cooking oils, animal fat, gasoline, motor oil, or any other compound or substance on the surface of any lot, which may adversely affect the trees, plants, shrubs, greens, or other natural growth thereon. No lot owner shall conduct or permit any offensive activities on his lot, nor shall any activity be conducted or permitted which annoys or disturbs the surrounding lot owners the Unit.

l) All automobiles and other permitted vehicles, if kept or parked on any lot, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles or vehicles which are in a state of disrepair, shall not be kept on any lot, nor shall any lot or any of the common areas and facilities be used to perform any maintenance or repair work on any vehicles.

m) All speed limit and other restrictions regarding the use of the roadways and drives and the operation of vehicles thereon, shall be strictly observed.

VI. Required Approval of All Changes to Property Within the Unit or Subdivision:

a) No material changes in the existing state of any property within the Unit or Subdivision shall be made or permitted, except by Declarant, without the prior written approval of the Board. Material changes in the existing state of such property shall include, without limitation, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of land, including without limitation, change of grade, stream bed, ground level or drainage pattern, and the clearing or planting of trees, shrubs or other growing things.

b) The Board shall have complete discretion to approve or disapprove any changes in the existing state of property within the Subdivision or the Unit but shall exercise such discretion with the following objective in mind: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration, to prevent any change which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas, and any sharp definition of boundaries or property ownership; to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the area and will serve to preserve and enhance existing features of natural beauty.

VIII. Architectural Board:

a) The Architectural Board (hereinabove and hereinafter referred to as the "Board"), shall consist of three (3) members. At least one member shall be a licensed architect or landscape architect who shall be designated specifically as the Architect Member. There may be designated one or more alternate members for each regular member of the Board who shall be authorized to act in the place and stead of the member for whom they are an alternate in the event of his absence or inability to act. Members and alternate members of the Board shall be appointed by and shall serve at the pleasure of the Declarant, provided that, at any time, Declarant may assign the right to appoint and remove one or more members and alternate members of the Board to the Association.

b) The vote or written consent of any two members shall constitute action of the Board, provided, however, that approval of plans, drawings and specifications by the Board shall require the vote or written consent of the Architect Member and at least one other member. The Board shall report in writing all approvals and disapprovals of changes in existing state of property to the Association and shall keep a permanent record of all such reported action.

c) Neither the Board nor any member thereof shall be liable to any party for any action or for any failure to act under or pursuant to the provisions of this Declaration, provided only that the Board or any such member shall have proceeded hereunder in good faith and without malice.

IX. Property Owners' Association:

Each lot owner shall automatically become a member of the Property Owners' Association, (hereinbefore and hereinafter "Association") a non-profit corporation organized under the laws of the State of Washington, the members of which shall consist exclusively of persons owning lots in the Unit or Subdivision. All of the common areas and facilities shall be conveyed by the Developer to the Association when ninety percent (90%) of the lots have been sold, or within three (3) years from the date when this Declaration shall be filed for record with the Whatcom County Auditor, whichever shall first occur, and the Association shall thereupon assume responsibility for maintaining, repairing, restoring,

operating and administering the common areas and facilities and for regulating the use thereof according to this Declaration and the Association's Bylaws as may be adopted and amended from time to time by the members of the Association. Each lot owner shall have the right to use and enjoy the common areas and facilities, subject however, to this Declaration, the Association's Bylaws and such other rules and regulations as may be adopted by the Association, and shall be obligated to pay a monthly increase for the purpose of defraying the costs of maintaining, restoring, repairing, operating and administering the common areas and facilities and such other cost and expense of the Association as may be approved and authorized by the Board of Directors or members of the Association. The amount of such monthly assessment shall be the personal obligation of each lot owner and shall also constitute a lien against the lot owned by such lot owner, which may be foreclosed by the Association as provided by the laws of the State of Washington. The right of membership in the Association shall be appurtenant to each lot and shall be transferred automatically to a lot owner's grantee, assignee or successor-in-interest.

X. Easement for Utilities:

Developer hereby reserves and agrees to convey unto the Association an easement upon each lot, on, over and underneath a strip of land ten (10) feet in width, lying adjacent and parallel to, each lot-line, (i.e., front, rear and side) for the installation, construction, maintenance and repair of water, electricity or other utility lines and accompanying apparatuses or devices, which may be reasonably necessary to provide such services for any lot in the subdivision or for any of the common areas and facilities.

XI. Consideration of Ownership Property:

If substantially all of the trees, foliage or other vegetation on fifty percent (50%) or more of the lots described in Exhibit A hereto shall be destroyed by forest fires, or after thirty years (30) from the date when this Declaration is recorded with the Auditor for Whatcom County, Washington and upon an affirmative vote by the members holding seventy-five (75%) percent of the total votes of the Association, fee title to each lot described in Exhibit A hereto shall be automatically and irrevocably transferred from each lot owner to the Association AS TRUSTEE and shall thereafter be held IN TRUST by the Association for the benefit and use of the owner of such lot until such time as the Association sells and conveys such lot to a third party. Upon the Association's acquisition of fee title to each lot, the Association shall have the power, to be exercised in a fiduciary capacity, to sell and convey, and to enter into a contract to sell or convey, such lot to any third party for such price and upon such terms and conditions as the Association may deem to be in the best interest of the owner, and to execute and deliver a deed (with or without warranty), contact or other instrument necessary in connection therewith. In the event of such conveyance, or upon the execution of a contract of sale, the Association shall remit the purchase price and/or installment payments or any other proceeds attributable to such conveyance of contract of sale to the owner within thirty (30) days after the Association's receipt of same, after deduction of such sum or sums as may be necessary to defray any cost and expense (including fees for accountants and attorneys) incurred by the Association in connection with

such conveyance or contract of sale, or which may be necessary to discharge and satisfy any lien, assessment or other encumbrance against the lot as a prerequisite to such conveyance or the execution of the contract of sale. During such time as the lot is held IN TRUST for the owner by the Association, the lot owner shall continue to have the right and privilege to, enjoy, use and occupy the lot in accordance with this Declaration and the Association's Bylaws as may be amended from time to time. After fee title to each lot has been acquired by the Association, each lot owner shall continue to be bound by all of the obligations and restrictions contained in this Declaration and the Bylaws of the Association and shall pay all real estate taxes and assessments which may be levied on that lot by any municipality and shall also pay any fees, AGM or assessments as may be levied from time to time by the Association with respect to each such lot.

XII. Annexation of Subsequent Units or Parcels:

a) Declarant, or its successors in interest, may from time to time and in its sole discretion, annex to the Subdivision all or any part of the real property presently or hereafter owned by Declarant in the County of Whatcom, State of Washington, less that portion thereof in which these declarations are already applicable, and to all such units of the Subdivision presently of record to which declarations substantially identical to those set forth herein apply.

b) Such annexation shall be effective upon the recordation of declarations, designating the property subject thereto, which property shall thereupon become and continue a part of the Subdivision and the Association shall accept and exercise such powers and jurisdiction over such property as are granted to it by such declarations. Such declarations shall be substantially the same as those contained herein; provided, however, that:

(i) The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Subdivision" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the Declarants general subdivision scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any recorded plat maps of the Subdivision.

(ii) Such restrictions shall not discriminate against lot owners whose property is already included in the Subdivision.

(iii) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed units;

(iv) The uniform annual charges upon each lot in the unit or other units already annexed to the Subdivision may be increased as a result of any annexation (but the Association may provide for a higher annual charge upon lots in the newly annexed Unit when and if warranted by a different classification or use).

c) Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, subject, however, to sub-paragraphs (a) through (b) inclusive, of this paragraph, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, the Association shall, nevertheless, grant to the owners thereof the right to the use and enjoyment of the private streets and parks within the Subdivision, or any other assets of the Association, upon the payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of Common Areas of such facilities, or a combination of both.

XIII. Mutuality of Benefit and Obligation:

The declarations and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots herein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all owners. Declarations substantially the same as those contained herein shall be recorded on all future units of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

XIV. Grantee's Acceptance:

The grantee of any lot subject to the coverage of these declarations by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these declarations and the agreements herein contained, and also the jurisdiction, rights and powers of declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said declarations and agreements.

Each such grantee also agrees by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership arid occupancy attendant to such lot, including but not limited to .its proximity to any parks, including children's recreational facilities, and public paths, streams or other water courses.

XV.Enforcement:

a) If any lot owner in the Unit, or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for the Association or any person or persons, firm or corporation owning real property situated within the bounds of the Unit to prosecute and proceed at law or in equity against such person or persons, firm or corporation violating or attempting to violate said covenants and restrictions, or any of them and either to prevent them or him from so doing or to recover damages for such violation, notwithstanding the fact that such errant lot owner may no longer hold title to a lot in the Unit. A lot owner shall give thirty (30) days written notice to the Board of Directors of any claimed violation prior to taking any further action.

b) The covenants, restrictions and conditions contained in this Declaration or any Supplemental Declaration shall be enforceable by proceeding for prohibitive or mandatory injunction. Damages shall not be deemed an adequate remedy for breach or violation, but, in an appropriate case, punitive damages may be awarded. In any action to enforce any such covenant, restriction, or condition, the action to enforce any such covenant, restriction or condition, the party or parties successful in the action shall be awarded costs, including reasonable attorneys' fees.

c) In addition to the remedies stated in subparagraph (b) above, the Association, upon violation or breach of any covenant, restriction or condition contained in this Declaration or any Supplemental Declaration, may enter upon any lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the owner or owners of the lot. If the owner or owners of the lot fail, after demand, to pay such costs then the Association shall have a lien, from and after the time a notice of such failure to pay is recorded in the records of Whatcom County, Washington, against the lot of such owner or owners for the amount due and not paid, plus interest from the date of demand for payment at the rate of 8% per annum, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Washington.

XVI. Protection of Mortgage, or Deed of Trust Holder:

No violation or breach of any restriction, covenant or condition contained in this Declaration or any Supplemental Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental Declaration, except only that violations or breaches which occurred prior to such foreclosure shall not be deemed breaches or violations hereon.

XVII. Amendments to Declaration of Covenants, Conditions and Restrictions:

The covenants, conditions and restrictions in this Declaration shall run with the land, and shall inure to the benefit of the Association and the owner of any lot subject to this Declaration, including the Developer, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded with the Auditor for Whatcom County, after which time such covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years each, unless an instrument covering the covenants, conditions and restrictions signed by the owners of not less than seventy-five percent (75%) of the owners of the lots described in Exhibit A hereto, shall have been filed with the Whatcom County Auditor. Commencing on the date when 90% of the lots have been sold or within three (3) years from the date when this Declaration shall have been filed of record, as set forth in Article IX, then and thereafter the covenants, conditions and restrictions of the Declaration or any. Supplemental Declaration may be amended by an instrument duly signed by the owners of not less than ninety percent (90%) of the lots described in Exhibit A, except, however, that any amendment of modification which shall:

a) Increase the maximum permitted length or width of tent-trailers or travel-trailers as prescribed in subparagraph IV above; or

b) Increase the maximum permitted square footage of the storage shed as prescribed in subparagraph II above; or

c) Permit any lot to be occupied simultaneously with more than one (1) recreational vehicle or tent as prohibited in subparagraph IV above, shall first be approved by the Whatcom County health officer. All such amendments or any such amendment shall be effective upon recordation with the Whatcom County Auditor.

XVIII. Miscellaneous Provisions:

a) **Severability**: Invalidation of any of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

b) **Paragraph Headings:** The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions herein contained.

c) **No Waiver**: Failure to enforce any restriction, covenant or condition of this Declaration by any Supplemental Declaration shall not operate as a waiver of any such restriction, covenant or condition or of any other restriction, covenant or condition.

IN WITNESS WHEREOF, the undersigned has executed the within Declaration as of the 4th day of April, 1976.

THE GLEN COMPANY, a Limited Partnership

_____
Gordon A. Laird

_____
Ronald A Buzard

_____
Willard D. Purnell

The Glen Management Co., Inc.

By _____
(Fred Schmidt) President

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 8th day of April, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gordon A. Laird, Ronald A. Buzard and Willard D. Purnell, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Jack O. Swanson
_____
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 9th day of April, 1976, before me,- the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Schmidt to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Danna Kay Beech
_____
NOTARY PUBLIC in and for the State of Washington, residing at Maple Falls.