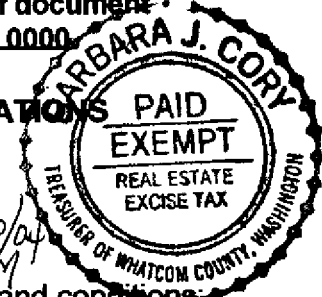




Filed for Record at Request of:
Timothy W. Carpenter
P.O. Box 367
Bellingham, WA 98227

Grantor: Whatcom-Skagit Housing, a Wash. nonprofit corp.
Grantee: The Public
Abbreviated legal: Lots 1-50, Portal Manor
Tax Parcel Numbers: Complete legal description is on page 1 of document.
390217 3510495 0000 and 390217 387463 0000

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS OF THE PLAT OF PORTAL MANOR**



A. RECITALS.

This Declaration is made with reference to the following facts and conditions:

1. The undersigned Declarant is the owner in fee simple of the following described real property located in City of Ferndale, Washington:

The Plat of PORTAL MANOR as recorded the 30th day of December, 2004, under City of Ferndale Auditor's File No. 2041205230, records of City of Ferndale, Washington, composed of Lots 1 through 50, hereinafter referred to as the "Subdivision."

2. Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration.

3. The Subdivision will be developed when certain improvements are completed and governmental approval is obtained. The Subdivision contains certain easements and rights-of-way over which the Declarant and subsequent lot owners will have no direct control, but for which Declarant and Declarant's successors in interest shall have responsibility.

B. DECLARATION.

The Declarant hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall endure and be binding upon the respective owners of each lot within the Subdivision, and the Declarant further declares that all of the property within the Subdivision described herein is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and every part thereof. All of the following

covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

I. LAND CLASSIFICATION AND DEFINITIONS.

The following words and classifications of land shall have the following meanings under this Declaration:

1.1 **Lot:** Any parcel of real property within the boundaries of the Subdivision identified by Arabic numerals and designated for the location and construction of a single-family residence.

1.2 **Parcel:** Any parcel of real property within the boundaries of the Subdivision not consisting of a Lot nor of real property dedicated to City of Ferndale.

1.3 **Person:** Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

1.4 **Owner:** Any person holding either fee title or a vendee's interest under a Real Estate Contract as shown by the records of the Auditor of Whatcom County, Washington, in a Lot. For the purpose of construing this Declaration, a Lot shall be deemed to have a single Owner.

1.5 **Declarant:** Declarant, Whatcom-Skagit Housing, a Washington non-profit corporation, together with any successor in interest thereto. Any person to whom Declarant shall sell three or more lots and such sale divests Declarant of any remaining ownership of any Lot shall be deemed Declarant's successor. Additionally, Declarant may designate a successor by causing to be recorded an instrument in writing to that effect.

1.6 **Improvements:** Improvements shall mean and include, without limitation, any buildings, outbuildings, private roads, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs and any other structure or landscaping.

1.7 **Resident:** (1) Each person lawfully residing on or in any part of the Subdivision; and (2) members of the immediate family of each such person actually living in the same household with such person.

II. RESERVATIONS.

2.1 **Reservation of Easements.** Easements for drainage, wetlands, storm water detention and discharge, sewers, water pipes and utilities, facilities and services (including, but not limited to, water supply, electricity, gas, telephone and television) are hereby

reserved over, under, upon, in and through all roadways and walkways, and over, under, upon, in and through those certain portions of Lots or Parcels as shown on the final plat maps of the Subdivision in which are and/or shall be installed, laid, constructed, repaired, renewed, operated, maintained and inspected underground pipes, sewers, conduits, cables, wires and any and all necessary facilities and equipment for the purpose of serving the Subdivision, together with the right to enter upon said easement areas, Lots, Parcels, roads and walkways for or pertaining to the aforesaid. This reservation of easements is for the benefit of the Declarant and its successors in interest, as well as for the benefit of the City of Ferndale, Puget Sound Power & Light Company, Cascade Natural Gas Company, any telephone services provider and any cable television service provider, and any other purveyors of such services as hereinabove described, as well as any of their successors in interest.

2.2 Common Areas, Storm Water Detention and Wetlands.

a. **Reservation of Common Areas.** The common areas as noted on the plat (the "Common Areas"), are hereby reserved in ownership by the Declarant and shall, upon completion of the Improvements thereof and the platting, be conveyed to the Owners, in an undivided, proportionate interest, as described in subsection 2.2, c., below. The Owners of the Lots shall thereafter be responsible for the maintenance and upkeep of the Common Areas, as described in paragraph b., below. It is intended that the Common Areas shall be maintained to neighborhood landscaping standards and be available for the use and enjoyment of the Owners and their guests. Whether improved or in their natural state, the Common Areas, and the features thereof, will present potential hazards to those using the same. Any Owner, resident or guest thereof utilizing the Common Areas shall do so at his or her own risk and does acknowledge, by such use, the assumption of the risks attendant thereto and does expressly waive any claim for injuries to persons or property incurred in such use as against the Declarant and any and all Owners.

b. **Maintenance the Common Areas, Wetlands and Storm Water Detention Facilities.** Following completion of the Subdivision, the Common Areas will be turned over to the Owners of Lots 1-50, inclusive, for maintenance. The anticipated maintenance of the Subdivision will consist of general landscaping and mowing. There are also minimum standards for the maintenance of the storm water detention facility that must be met, as outlined in subsection 2.2, d., below. Any Owner may volunteer his or her time to maintenance of the Common Areas and the storm water detention facility, but will not be entitled to compensation. Professional service providers may be hired to take care of the maintenance of the Common Areas. Should one Owner refuse to cooperate or to communicate in the mutual obligation of the Owners of the Lots, or obligations imposed by any governmental authority relating to the Common Areas, the non-cooperating Owner shall still be obligated for that Owner's share of the expense. Such expense, if not promptly paid, may be advanced by any other Owner, and the amount so advanced on behalf of the non-cooperating Owner shall accrue interest at

the rate of twelve percent (12%) per annum. Such obligation shall be a personal obligation of the non-paying Owner, and the amount of that Owner's obligation shall constitute a lien upon the Owner's Lot. Such lien may be foreclosed in the manner provided by law for the foreclosure of mortgages, but shall be subject to the lien of any bona fide encumbrancer recorded prior to the lien arising hereunder based upon an Owner's refusal to participate in the expense of necessary work.

c. Ownership of the Common Areas. The Owners of Lots 1-50 shall have an undivided ownership interest in the Common Areas, storm water detention facilities and the wetland areas.

d. Storm Water Facility and Wetland Area Maintenance. The Owners shall follow the minimum standards prescribed by the City of Ferndale, or any other applicable governmental entity, for the maintenance of the storm water detention facility and wetland area, and shall keep records of inspections performed. Such standards and inspection forms can be obtained from City of Ferndale Public Works & Engineering and the Army Corp of Engineers, respectively. Annual inspections of the adequacy of the storm water treatment and conveyance systems must be done and a registered engineer must make certification of those inspections to the City of Ferndale. At least once every 3 years an inspection and certification by a qualified biological professional must be made to the City of Ferndale that the correct protection of the wetlands is being carried out. Should the inspection identify any deficiencies, the engineering or biological professional shall identify measures required to rectify the deficiency in the report to the city. Any required repair, maintenance, or restoration associated with common areas or facilities shall be the responsibility of the Portal Manor Homeowner's Association.

e. Common Expenses. The Owners shall be responsible for any expenses related to the Common Areas, including storm water facilities and wetlands that may arise or be imposed.

III. GENERAL USE RESTRICTIONS AND REQUIREMENTS.

3.1 **Residential Character of Property.** No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than a stick built residential dwelling, not to exceed two stories in height, with a private garage for not less than two standard size passenger automobiles and not less than three off street parking spaces including the garage. Not more than one recreational vehicle may be kept on a Lot, and it shall be stored in a screened parking space. During construction of residential structures, a construction office and construction materials may be maintained, by the builder, on a Lot. Also, fences in compliance with subsections 3.7 and 3.8 herein, and outbuildings that service a residential structure that are in compliance with subsection 3.4 herein, are allowed.

3.2 Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise of business or commercial activity of any kind shall be conducted or carried on upon any Lot, or within any building located on a Lot, unless said activity be in compliance with City of Ferndale's Home Occupation Ordinance or a Conditional Use Permit, nor shall any goods, equipment, trailers of any description, or material or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled or repaired upon any Lot unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner (and in accordance with subsection 3.8, below) that the same are not visible from any street or any other Lot, except for construction materials and a construction office for residential construction as described in subsection 3.1, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. None of the activities described in subsection 3.2 herein shall be permitted on any street, sidewalk, or other public area.

3.3 Automobiles, Boats, Trucks, Trailers, Recreational Vehicles. The streets within the plat shall not be used for overnight parking of any vehicles other than private automobiles. This covenant specifically prohibits the street storage of automobiles, boats, trucks, trailers or recreational vehicles.

No Owner of any Lot shall permit any automobiles, boats, trucks, trailers, or recreational vehicles owned by such Lot Owner, any member of the Owner's family or any guest, acquaintance, or invitee to be parked upon any street or upon any Lot within the property for a period in excess of forty-eight (48) hours where such vehicle is stored, non-operational, in repair or abandoned unless such vehicle is on a Lot enclosed in a garage or outbuilding, or screened by a fence (in accordance with subsection 3.8) in such a manner that it is not visible from any street or any other Lot. In the event that any lot owner neglects to follow these guidelines, the vehicles can be towed at the Lot Owner's expense.

3.4 Residential Use of Temporary Structures Prohibited. No trailer, tent, shack, garage, barn or other outbuildings or any structure of any temporary character erected or placed on a Lot shall at any time be used as a residence either temporarily or permanently.

3.5 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Cats, dogs, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose; provided however, that they shall not be kept in numbers or under conditions so as to become a hazard to health, safety and/or the quiet enjoyment of any Lot subject to this Declaration.

Any kennel or dog run must be screened from view of the street. Any dogs must be kept so as to minimize excessive noise from barking or they shall be considered a

nuisance.

3.6 Mortgagees Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any Lot. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all of the provisions herein.

3.7 Building Setbacks. Buildings and structures (with the exception of fences as described in subsection 3.8 herein) shall be located in accordance with the Portal Manor P.U.D requirements or City of Ferndale Codes, whichever shall be more restrictive. Setbacks shall be as follows: Front yard set backs are 20 feet; Side yard setbacks are 5 feet; Backyard setbacks on Lot 15 through Lot 29 are 10 feet plus a 10 foot landscaped buffer; all other lots have Backyard setbacks of 10 feet plus a 20 foot landscaped buffer.

3.8 Fence Requirements. Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall be in architectural harmony with the buildings and fences of adjacent Lots. No chain link fences are allowed. No fence, wall or hedge over three (3) feet in height shall be erected, placed or altered on any Lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. All fences shall also meet the requirements of subsection 3.14, where necessary.

3.9 Radio and Television Antennas. No radio or television antennas or satellite dishes shall be permitted to extend more than five (5) feet above the roofline of any residence.

3.10 Easements. Easements for utilities, drainage, and access are reserved as delineated on the recorded plat map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. All utility, drainage, and access easements shall be in favor of the City of Ferndale in addition to any other parties referenced.

3.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except professional signs that total not more than three (3) square feet, advertising the property for sale or rent, and/or signs used by a builder to advertise the property during the construction and sales period are permitted. Signs of a political nature may

be displayed from thirty (30) days prior to a primary election until one day following the general election.

3.12 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.13 Water Supply. No individual water supply system shall be permitted on any Lot.

3.14 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street right-of-way with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

3.15 Garbage and Refuse Disposal. No Lot shall be used as a dump for trash or rubbish of any kind. During construction on a Lot, construction debris will be permitted, provided, however that such debris/trash must be removed on a weekly basis. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon public streets, ditches or the adjacent property. The removal and proper disposal of all such materials shall be the sole responsibility of the individual Owner. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.16 Dwelling Size. The ground floor area of the main residential structure, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet for a one-story dwelling, nor less than seven hundred (700) square feet for a dwelling of more than one story.

3.17 Roofs. Roofs shall have a minimum 4/12 slope on the residential dwelling and garage. Roofs shall be of asphalt composition, cedar shake (or substitute) or tile. Original colors on all homes in the subdivision shall be approved by Whatcom-Skagit Housing.

3.18 Exteriors. No siding shall be placed diagonally. The exteriors of all houses shall be of cedar, L.P. type or Hardi-plank beveled siding. All metal fireplace chimneys shall be wrapped in either Woods or stone. The entire house must be painted or stained in colors approved by a community association or designated committee of the association. The colors shall be consistent with and in general conformity to the remainder of the Subdivision. Colors that are very bright or provocative or those with significant color variations or combinations shall be avoided. Color schemes will be selected to provide a homogeneous and neutral look to the Subdivision. An Owner wishing to change their house colors from the original colors shall, in writing, notify the community association. Approval of changes in colors shall not be unreasonably withheld.

3.19 Nuisance. No noxious or offensive activity shall be carried on upon any Lot. No activity shall be allowed to become an annoyance or nuisance or decrease the value of other Lots in the Subdivision.

3.20 Firearms. The shooting of any type of weapon or firearm is prohibited, including BB guns, air rifles and pistols, pellet guns and slingshots.

3.21 Landscaping. The builder shall install or have installed prior to the occupancy of any home, landscaping of the front, side and back yards. Yards shall be regularly mowed and neatly maintained at all times. If flowerbeds abut the sidewalk, the Owner of the Lot must keep the abutting sidewalk clean from any yard debris (beauty bark, dirt, weeds, leaves, etc.) that may migrate onto it. A 20-foot landscaped buffer exists around the perimeter of the Subdivision as required by the City of Ferndale's PUD requirements. The Lot Owners are required to maintain the landscaped buffer or permit access by the Homeowner's Association if necessary to effect such maintenance. No structure can be built within the landscaped buffer area.

3.22 Street Planting. Each Lot Owner will be responsible for maintaining the planting strip located between their property line and the street. This would include mowing and watering the grass as well as watering the trees. Since the original Lot trees as well as the planting strip trees are part of the Landscaping Plan approved by the City of Ferndale, those trees will have to be replaced by the Lot Owner at their expense.

3.23 Park Area. All 50 Lot owners will share in the maintenance of the park/playground area. The cost of this will be included in the annual budget of the Association. It is the responsibility of all household members in the subdivision to do their part to remove garbage or hazardous objects from the area so that it can be used for the enjoyment of all residents.

IV. COMMUNITY ASSOCIATION.

4.1 Formation. The Declarant shall assist in forming a Homeowner's Association following the sale of 60% of the lots. The association and its governing documents shall comply with Chapter 64.38 RCW. Any such association formed prior to the sale by Declarant of the last Lot in the Subdivision shall not modify the rights and responsibilities of Declarant as set forth herein and Declarant shall not be required to recognize such association. The association shall also create and approve articles of incorporation, bylaws and rules and regulations of the proposed association. The association shall have such rights, responsibilities and duties as may be determined by the Owners, none of which may be in derogation of the rights of Declarant as set forth herein so long as Declarant is the Owner of any Lot within the Subdivision, and not in derogation of the Declaration. Upon the formation of a community association, all rights and duties between the Owners shall be enforced by the association, unless the association fails to act or acts improperly, in which event enforcement is also reserved to the Owners.

4.2 Voting. Each Lot Owner/Owners shall have one (1) vote per lot, irrespective of the number of Lots owned (except Declarant). Except as otherwise required by law, a simple majority of Owners (26) shall determine any issue reserved to the Owners.

V. ASSESSMENTS AND LIENS.

5.1 Authority. The Declarant and the Owners shall be empowered to establish and to collect dues and assessments upon Lots in the Subdivision for the common benefit of such Lots.

5.2 Purposes. The purposes for which dues and assessments may be established and collected include but not limited to, without limitation, making provisions for the payment of charges associated with utilities, roadways, drainage, property protection, easements, landscaping, insurance, maintenance of common areas and open spaces, maintenance of the wetland areas, water detention and treatment facilities, improvements and the payment of taxes upon common properties, if any. Costs for annual inspections by a qualified biological professional to prepare a certification to the City of Ferndale regarding the requirements, repairs and maintenance of the critical areas should also be included in the association budget.

5.3 Personal Obligation and Lien Foreclosure. Dues and assessments shall constitute a personal obligation of any Owner of record of a Lot on the due date thereof and shall also constitute a lien on the Lot assessed. Such lien may be enforced by the community association or the Owners in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

5.4 Amounts Included. Each Owner and each party hereinafter owning or claiming an interest in a Lot agrees that in the event of such foreclosure action, the Owner thereof or other party asserting an interest therein will pay the expenses of title examination and insurance, the cost of attorney's fees incurred and court costs, as well as all other costs

reasonably and necessarily incurred in such foreclosure action. In any such action, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon.

5.5 Other Liens and Foreclosure Actions. The method and manner provided for foreclosure of liens set forth in this paragraph shall pertain to all liens referred to in this Declaration. Mortgage liens placed upon any Lot for the purpose of constructing Improvements or other bona fide liens provided for by the laws of the State of Washington shall be, from the date of recordation of such liens, superior to any and all charges, assessments and liens thereafter asserted pursuant to this Declaration.

5.6 Establishment and Assessment of Charges. For the purpose of providing funds for uses specified herein, the community association (or the Owners in the absence of an association) may fix and charge a yearly assessment against each Lot. Each Lot shall be assessed an equal amount for each calendar year irrespective of the location or extent of demand on common expenses associated with such Lot; provided, however, that any Lot owned by Declarant which has not been improved with a residence for which an occupancy permit has been received shall not be obligated for any such assessment until such occupancy permit has been issued, and thereupon the assessment for such calendar year shall be prorated and applicable.

5.7 Annual Statement. As soon as shall be practical in each calendar year, the community association shall send a written statement to each Owner setting forth the dollar amount of the assessment for that calendar year. The association may, in its discretion, provide for payment of such assessments on a periodic basis during the calendar year, with or without a service charge.

5.8 Penalty on Delinquent Assessments. If an Owner shall fail to pay any installment of an annual assessment within thirty (30) days from the date the assessment or any portion thereof is due, then the entire annual assessment for such Lot shall be delinquent and shall become immediately due and payable, shall bear interest at the rate of twelve percent (12%) per annum thereafter until paid and shall also bear a penalty in such amount as shall be determined by the community association.

5.9 Delinquency for More than Ninety Days. If the Owner of any Lot shall be delinquent in the payment of the annual assessment, or any installment thereof, for more than ninety (90) days following the date the same is due, then the community association shall have the right to commence legal action seeking a personal judgment against such Owner and, in addition thereto, shall have the right to foreclose its lien upon the Lot.

5.10 Increase or Decrease in Assessments. The amount of the annual assessment against each Lot shall be determined on or before January 1 of each such year. Provided, however, that any Owner who is delinquent in the payment of assessments

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

XII. NO WAIVER.

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 17th day of December, 2004.

shall not be entitled to vote thereon.

VI. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER.

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, 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 against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any Lot at a trustee's sale, sheriff's sale or tax foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

VII. ENFORCEMENT.

The Declarant, its successors in interest, any Owner or a community association, each shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. The failure of the association, of the Declarant or of any Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

VIII. GRANTEE'S ACCEPTANCE.

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including 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 all obligations set forth herein. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to any public roads, other public areas, or any common property.

IX. AMENDMENT TO DECLARATION.

9.1 **In General.** Each and every provision of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforced by, the Declarant, any

successor to the Declarant, the Owner of any Lot subject hereto, or the community association, their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or amending this Declaration is signed by not less than seventy-five percent (75%) of the Owners of all Lots within the Subdivision. During the first ten (10) year term hereof, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners of all Lots within the Subdivision.

9.2 **By Declarant.** In addition to the foregoing amendment provision, Declarant may modify this Declaration until such time as Declarant has conveyed fifty percent (50%) of the Lots within the Subdivision to any person or entity other than a successor to Declarant.

X. SEVERABILITY.

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

XI. PARAGRAPH HEADINGS.

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

XII. NO WAIVER.

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 17th day of December, 2004.

WHATCOM-SKAGIT HOUSING
A Washington Non-Profit Corporation

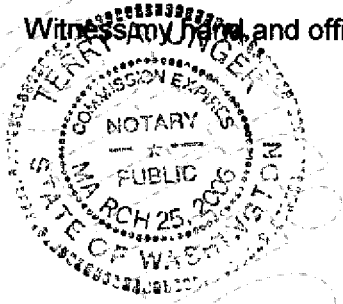
By: _____

Nancy Larsen
Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Nancy Larsen signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of Whatcom-Skagit Housing, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal this 17 day of December, 2004.



Terry A. Unger
Notary Public in and for the State of Washington
Print name: Terry A. Unger
My appointment expires: 3/25/06

covenants/wsh/ccr's twc

Filed Document