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Whatcom County, WA

Request of: COMPASS POINT SURVEY

After recording return to:

Mark Bratt
1604 Main Street
Lynden WA 98264

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PLAT OF TRIGG WOODS

Grantors: Mark Bratt

Grantees: Public

Reference: AF # 2080600471

Legal Description: Lot 4 Bovenkamp Shot Plat, AF # 1622806 and a portion of the NE ¼, NW ¼, Section 17, Township 39 North, Range 2 East of the W.M.

Tax Parcel Numbers: 390217 210491, 390217 237481

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PLAT OF TRIGG WOODS

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 Whatcom County, Washington:

The Plat of Trigg Woods which consists of Lot 4 Bovenkamp Short Plat, AF# 1622806 and a ptn. of the NE ¼, NW ¼, Section 17, T39N, R2E, W.M., PC# 390217 210491 & 390217 237481 (hereinafter referred to as the "Subdivision".)

2. Declarant desires to provide the means to enforce the rights, easements, liens and charges provided in this Declaration, to provide for necessary maintenance and enhancement of the Subdivision and to provide for the formation of a Community Association in the form of a nonprofit corporation which includes as its members those persons who purchase any lot within the Subdivision.

B. INTRODUCTION

As with most other privately developed residential communities, the building of homes at Trigg Woods is controlled by a set of general guidelines and rules, called the Covenants, Conditions and Restrictions (CC&Rs). The purpose of these CC&Rs is to help ensure that all the homes and yards in Trigg Woods are designed in a way which preserves the natural beauty of its attractive surroundings, to establish and maintain a consistent set of design guidelines for the community, to promote an orderly construction process and to allow your community to be operated in an organized and harmonious way on an ongoing basis thereafter.

The objective of these provisions is not to make every house look similar, but to encourage attractive designs and a high standard of detailing and finishes. Your cooperation will eliminate undesirable inconsistencies and your close attention to good design will protect and enhance not only your own property, but all property values at Trigg Woods.

We encourage you to read the attached pages carefully, to provide a copy to your designer and contractor and to keep them close at hand for a reference guide to your design decisions. Many misunderstandings, expenses and disappointments can be avoided by carefully following these guidelines. With the assistance of you and your design and construction teams, these CC&Rs will help ensure that Trigg Woods becomes an attractive residential community in Ferndale.

C. DECLARATION

The Declarant hereby certifies and declares that the following covenants, conditions, and restrictions shall endure and be binding upon the respective Owners of each lot or parcel 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, 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, 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.

1. 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 numbers and designated for the location and construction of a single-family residence.
- 1.2 Tract or Parcel:** Any parcel of real property within the boundaries of the Subdivision not consisting of a lot nor of real property dedicated to Whatcom County or the 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 or in a parcel.
- 1.5 Declarant:** Declarant, Trigg Development LLC, a corporation, which is presently engaged in land development and land sales activity in Whatcom County, Washington, together with any successor in interest thereto.
- 1.6 Common Properties:** Real property owned by the Declarant, which shall hereafter be transferred to the Association or otherwise dedicated on the face of the Plat for a common use, benefit and enjoyment by the lot Owners and members of the Association.
- 1.7 Assessable Property:** Each individual lot or parcel, together with any Common Properties, which may be assessed for Whatcom County or any successors thereto.
- 1.8 Improvements:** Improvements shall mean and include, without limitation, any buildings, out-buildings, 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.
- 1.9 Resident:**
(1) Each person lawfully residing on or in any part of the assessable property; and
(2) Members of the immediate family of each such person actually living in the same household with such person.
- 1.10 Board:** The Board of Directors or other governing body designated for the Association.
- 1.11 Association:** The community Association of all lot Owners, as more fully described in paragraph 6 hereof, which is being created concurrent with the execution hereof in the form of a Washington nonprofit corporation.
- 1.12 Stormwater Runoff Treatment & Flow Control Facility:** That certain parcel of real property, shown on the plat of this Subdivision, which consists of a sub-surface water infiltration system for the purpose of managing and controlling the run-off of any surface water. These systems are within Right of Ways and as such are the property of the City of Ferndale.

2. RESERVATIONS

- 2.1 Reservation of Easements:** Easements for drainage, sewers, water pipes and utilities, stormwater runoff treatment & flow control 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 Energy, Cascade Natural Gas Company, Verizon, Comcast, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

2.2 Reservation of Common Properties: The Common Properties as identified on the face of the Plats of the Subdivision shall be conveyed by the Declarant to the Association at such time as determined in the sole discretion of the Declarant, but in any event not later than the date upon which Declarant achieves the sale to Owners of at least eighty percent (80%) of the lots within the Subdivision, and the Association shall thereafter be responsible for the maintenance and upkeep of the Common Properties.

2.3 Sales Office: The Declarant reserves the right to maintain a sales office on a lot or parcel to be designated by the Declarant within the Subdivision for the purpose of selling and reselling lots within the Subdivision; provided, however, that the sales activity conducted in said office shall be limited to the sale or resale of lots within the Subdivision. Declarant reserves the right to place and maintain "for sale" signs on any lot within the Subdivision as may be prepared and erected by the Declarant.

3. GENERAL USE RESTRICTIONS AND REQUIREMENTS

3.1 Permanent Residential Purposes: All lots within the Subdivision shall be used exclusively for permanent residential purposes.

3.2 Design Considerations:

(a) Overall Form and Style: Traditional and contemporary forms of architecture are acceptable in Trigg Woods. Traditional home designs incorporating generous uses of front porches, gables and dormers are encouraged.

(b) Elevations and Decks: All sides of houses fronting streets on corner lots require full elevational treatment. Street-fronting elevations and large areas of non-articulated wall are discouraged.

(c) Entries: Raised or depressed panel front entry doors are desirable, prominently featured, well covered and well lit.

(d) Garages: All houses will be built with enclosed two or three car garages, integrated architecturally with the residence. Detached garages are permitted subject to City of Ferndale zoning code. Garage doors should not dominate the street side of the house. No garage doors over eight (8) feet in height are allowed, except for accessory buildings not to exceed fourteen (14) feet.

(e) Building Envelopes: Lot coverage and setbacks are according to the City of Ferndale zoning requirements.

(f) House Heights and Changes to Existing Grade: Houses are to be designed to respond to existing lot grade conditions. Extensive filling or recontouring of building sites should be minimized. Building height limits are according to the City of Ferndale zoning requirements.

(g) House Colors: Exterior colors shall harmonize with the landscape of the site and neighboring houses. Warm earth tones in paint or stain are encouraged. Bright or dramatic

colors may be used to accent or highlight building features in a subtle way, but may not be applied to the majority of the building surfaces.

(h) Exterior Wall Materials: All exterior faces of the houses must be finished in either stone or brick, solid wood, fiber cement siding, vinyl or cultured stone. The following materials will not be permitted: aluminum, steel, stucco, or asphalt siding. Exposed concrete foundations must be limited to a height of twelve (12) inches above the finished grade. Use of masonry requires the transition from masonry to other siding materials to occur at inside corner locations or concealed to prevent the "edge" of the masonry from showing.

(i) Roof Design: Roof design is an important element in the house design. Roofs with intersecting and varied slopes and gables, and deep roof fascias are encouraged. Roof pitches can vary, but shall be consistent with the style or design of the house. All roof pitches to be a minimum 4/12 slope; no flat roofs allowed. Roof penetrations including dormers and clerestories create interesting, attractive interior spaces and are encouraged.

(j) Roof Materials: Roof materials are limited to natural cedar shakes or shingles, concrete or clay tiles, slate or textured 30 year-plus mineral surfaced composition shingles.

(k) Window Design and Materials: Window sizes and styles shall be consistent with the overall architectural style of the home. Window frames must be constructed of wood, vinyl or aluminum. Window mounted HVAC units are not permitted.

(l) Screening of Antennae: No television, radio or satellite antennae, receivers, dishes or other telecommunications devices shall be installed on any portion of any lot unless contained entirely within the interior of a building or in the backyard, fully screened from the view of all neighbors.

(m) Chimney Design: Exposed metal chimneys are not permitted except as venting for gas fired units. Decorative or corbelled caps are encouraged.

3.2 Accessory Buildings: Accessory buildings such as storage buildings, garden buildings or shops, regardless of when they are built, are subject to all of the same design parameters set out in these CC&Rs. The size and design, including materials and colors, of any accessory building on a lot must be complimentary to the house.

3.3 Existing Homes: The existing homes located on the Trigg Woods Plat are grandfathered and exempt from the building design, landscaping and building materials requirements contained in these CC&Rs, except to the extent of any future modification of such home, must reasonably comply with these requirements.

3.4 Further Subdivision: Any further subdivision of lots from that shown in the Plat is subject to compliance with applicable subdivision law and the approval of all governmental bodies having jurisdiction.

3.5 Recreational Vehicles and Other Objects: All automobiles and other permitted vehicles, if kept or parked on the property, shall be in good order and working condition. The following types of vehicles and other items shall not be parked or kept on any lot unless enclosed in a garage, ancillary building or located in the backyard completely screened from view with landscaping or fencing from the street or from any neighbors: recreational vehicles, trucks or commercial vehicles of more than one ton capacity, utility trailers, campers, travel trailers, buses, boats, partially wrecked, disrepaired or discarded automobiles, fuel tanks, service yards, firewood, trash and other unsightly vehicles and objects. Any such items or vehicles shall not be parked on any street within the Subdivision for more than two (2) days. This does not preclude guests of an Owner, with such Owner's permission from parking a recreational vehicle or travel trailer (in good condition) on an Owner's lot for up to a maximum of two (2) weeks within any calendar year without being in violation of this subparagraph.

This section will in no way restrict a lot Owner from having their RV (in good condition) on their lot for up to seventy two (72) hours for the purpose of loading, unloading or cleaning, prior to or after usage.

3.6 Explosives: No firearms or explosives shall be discharged within the boundaries of the Subdivision.

3.7 Animals: No owner or occupant of any lot shall keep or permit to be kept any livestock or other animals of any kind except for domesticated household pets. Pets shall not be permitted to run wild or uncontrolled within the property. No pet shall be allowed to make an unreasonable amount of noise or to become a significant nuisance. No premises on any lot shall be used for the breeding or boarding of household pets. Dangerous or obnoxious animals will be dealt with in accordance with appropriate city or county agency regulations.

3.8 Signs: No signs or billboards shall be placed on any lot, except that one identification sign bearing the Owner's name and address may be placed upon the Owner's house. Irrespective of the foregoing, the Declarant may display post signs, billboards or other advertising materials on or about any unsold lot or lots until all lots within the Subdivision have been sold by Declarant. In addition thereto, the Declarant, and any Owner or such Owner's agent, may subsequently advertise any lot for sale, and, furthermore, an Owner may display signs of a political nature, promoting a candidate or a political proposition, during periods of political campaigns.

3.9 Garbage/Refuse: No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's lot or any other property within the Subdivision, except in appropriate covered trash receptacles. Each Owner shall keep such Owner's lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist, nor maintain any tangible objects which are unsightly in appearance to exist, on any lot or parcel within the Subdivision.

3.10 Antennas: No television or radio antenna of any kind which extends more than ten feet above the roof line of the residence shall be permitted on any lot, unless the same be substantially screened from view from outside the lot.

3.11 Fences: Wire and/or chain link fences are not acceptable for front yards, facing the street. Wire and/or chain link fences may in no case exceed four (4) feet in height from the ground, without specific approval by neighbors on all adjoining lots and the Home Owners Association. Rear and side yard boundary line fencing will be permitted to a maximum height from finished grade (on both sides of fence) of six (6) feet, constructed only of wood. No fencing will be permitted in front yards or in side yards that abut streets. Fencing, if painted, shall be in a color complimentary to the house or the surrounding vegetation.

3.12 Protection of Views: In order that existing and future views from individual lots may be protected to the extent practical, no trees or shrubs may be planted which are capable of obtaining a height greater than thirty-five (35) feet upon maturity, unless planted to replace a similar tree or shrub which existed at the time of the Declarant's original conveyance of the lot on which the tree or shrub is situated, EXCEPT plants higher than twenty five (25) feet are allowed within the 20 foot buffer along Interstate 5.

3.13 Surface Water Run-Off: No lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other lots or contiguous properties and the Owners thereof.

3.14 Damaged Improvements: No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of four months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within said four month period and shall be completed in accordance with the provisions of Paragraph 4.1 hereof; provided, however, that said four month

period shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject Owner and in the event that the subject Owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

3.15 Home Businesses: All lots shall be used exclusively for permanent residential purposes. No commercial sale of goods is permitted to be carried on from any lot. Provided such use is permitted by the City of Ferndale, the above restrictions will not prohibit physicians, lawyers, accountants, architects, writers, artists or other professional men or women from having their offices or studios in their houses. Businesses including but not limited to dog care & grooming, group homes, elder care, beauty shop, day care and auto repair, which regularly require customers / clients to regularly come to the home are not authorized.

3.16 Landscaping:

(a) General Landscaping Considerations: The specific provisions of these CC&Rs govern landscaping of only the front yards and side yards abutting flanking streets. The front yard is defined as that area of the lot lying between the front wall of the house (as "extended" in a straight line to the side property lines) and the street right-of-way. The landscape design of the front yard is an integral part of the overall attractiveness of the community. As a result, it is important to all homeowners that a minimum standard of quality be maintained. However, the following guidelines are not intended to control personal expression or limit design in the development of front yards.

The front yard landscape plan shall incorporate generous plantings of trees and shrubs, both coniferous and deciduous in "natural" groupings. Large expanses of lawn, uninterrupted by plantings are not desired. Street trees of a minimum two (2) inch caliper shall be included at not greater than forty (40) foot spacing.

Accents such as hanging baskets, perennials and annuals are encouraged. Pretty, flowering plants should be clustered to maximize their visual effect. Artificial features such as statuary and precast ornaments are not encouraged in the front yards.

Front yards shall be well maintained by the Owner at all times. Each Owner's maintenance responsibility will include the strip of vegetation lying between his/her front property line and the concrete curb of the roadway.

At a minimum, the rear yard and side yards of each lot will be planted and maintained with grass to eliminate the possibility of soil erosion and mud run-off onto neighboring lots.

(b) Timeliness: Landscaping is to be completed in accordance with 4.1.

(c) Tree Removal: Existing trees that are greater than six (6) inches in diameter shall not be removed from a lot unless such removal is unavoidable because the tree is dead, the tree is in danger of falling or the existing tree or its primary roots are located within the proposed footprint of the home to be constructed.

(d) Maintenance of Landscape Easement Along Interstate 5: A treed buffer is required to be maintained on properties adjacent to Interstate 5. The individual lot Owner is required to maintain such trees/landscaping in a manner that preserves existing trees and incorporates as many more as each lot Owner is able to add. Trees in all other landscape easements are to be retained unless they are deemed to be in danger of falling, are diseased, dead or otherwise unsafe.

3.17 Yard Design:

(a) **Driveways and Walkways:** Driveways and walkways will not exceed twenty two (22) feet and five and one-half (5.5) feet, respectively, in width, except in the case of a house with a three-car garage, where the driveway as it approaches the house can widen outward to a maximum of thirty two (32) feet. Walkways and stairways should follow the natural contours of the lot. Long, straight walkways and stairways are to be avoided. Driveways and walkways are to be constructed of concrete. Paving stones and brick pavers are encouraged to break up large areas of broomed concrete.

(b) **Patios and Decks:** Patios and decks are to be constructed of concrete, brick pavers, paving stones, stone or wood. If wood is utilized, dimensional cedar, treated lumber or duradeck or similar material is permitted to be used as a surface material. Deck walls and railings shall be constructed of materials consistent with those used on the exterior of the deck itself and on the exterior of the house. Planters and other edge details located around the perimeter of decks and patios are encouraged. Patios and decks shall be integrated into the house design to avoid "added on" appearance.

(d) **Exterior Lighting:** Indirect lighting (defined as having the light source itself shielded and not directly visible from adjoining properties or the street) is permitted provided the intensity and number of sources are not excessive.

(e) **Clotheslines:** Clotheslines are only permitted in the backyard of a lot completely screened from view at any point along the street. Clotheslines are restricted to forty (40) feet in length.

3.18 Disturbance of Neighbors: No Owner or occupant of any lot shall allow any act of nuisance to originate from his/her lot. No odors or loud noises shall be allowed to emanate from any lots that are offensive or detrimental to any persons occupying any others lots located within the property. The emission of airborne particulate matter from a lot is also not permitted in sufficient quantities so as to be injurious to human health or property or objectionable to neighboring residents, acting reasonably. No exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively for such purposes, and no plant, animal, device or other things whose normal activity or existence is in any way noxious, dangerous, unsightly, or unpleasant or the nature of which might significantly diminish the enjoyment of neighboring residents shall be maintained on any lot.

4. CONSTRUCTION

4.1 Time For Completion: Construction of all improvements shall continue diligently until the exterior is completed and painted or finished, and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of an improvement shall be twelve (12) months from the date construction commences, which is defined as the date building materials are first delivered to the lot for such purpose. Construction shall not be deemed to be completed until the improvement is finished, the lot has been cleaned of construction debris and the lot has been landscaped.

4.2 Height Restrictions: The height of structural improvements erected on all lots shall be restricted as follows or pursuant to the terms of any applicable ordinance of the City of Ferndale in effect at the time of application for a building permit.

4.3 Size of structure: The minimum size of any proposed residential structure on all lots shall be 1,200 SF, not including garage areas.

5. COMMUNITY HOME OWNERS ASSOCIATION

The Declarant shall form a Community Home Owners Association (HOA), designated herein as the Association, to include as its members all Owners of any lot within the Subdivision. This organization shall be a nonprofit corporation pursuant to Title 24 of the Revised Code of Washington and shall be known as "Trigg Woods Community Home Owners Association." For voting purposes, each lot will be entitled to 1 vote.

5.1 Purpose: The purpose of the Association shall include, without limitation, the furtherance and promotion of the common welfare of the Owners of any lot or parcel within the Subdivision; the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Properties within these Subdivisions for which there is a private maintenance obligation to be shared in common by the Association members; the regulation, maintenance and repair of facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the members and of their lots within the Subdivision, including, but not limited to, the operation, maintenance and use of property held or controlled by the Association; payment of taxes, if imposed, on Common Properties and improvements; and the furnishing of protection and preservation of the interests of the lot Owners for the common good.

5.2 Creation and Transfer of Control: The Association shall be organized at the instance of the Declarant, and each lot Owner shall be a member of the Association. The Declarant shall designate and appoint a governing Board of the Association until such time as the Declarant has sold eighty percent (80%) of its lots within these Subdivisions. When eighty percent (80%) of such lots owned by the Declarant have been sold by the Declarant, the control of the Association shall be turned over to the members, and the members shall elect from their number the governing Board of the Association, as determined by the Articles of Incorporation and By-laws of the Association. Irrespective of the foregoing, the Declarant, at its sole and exclusive option, may elect at any time prior to the sale of eighty percent (80%) of its lots within these Subdivisions to transfer control of the Association to the members thereof.

5.3 Conveyances: The Declarant shall transfer and convey by deed or by such other applicable instrument all Common Properties and easements as hereinbefore identified to the Association, subject to the reservations impressed upon these Common Properties and easements by this Declaration. This conveyance shall be made after the Association has been created and construction on the Common Properties and easements has been completed, specifically at the time specified in paragraph 6.2 herein. At such time as the Declarant conveys the Common Properties and easements to the Association, and at all times subsequent thereto, the Association shall be responsible for the maintenance and upkeep of the Common Properties and easements at its sole and exclusive expense. Such obligation shall include, without limitation, responsibility for maintenance of all Common Properties, common improvements and easements as identified herein and on the face of the final plats of the Subdivision. Specifically, and also without limiting the foregoing, the Association shall be responsible for the maintenance of landscaping of open space or reserves held as Common Properties within the platted boundaries of the Subdivision, and the maintenance of stormwater runoff infiltration and flow control facilities.

5.4 Assessments and Liens:

(a) Authority: The Association shall be empowered to establish and to collect dues and assessments upon lots in the Subdivision for the common benefit of such lots.

(b) Purposes: The purposes for which dues and assessments may be established and collected include, without limitation, making provision for the payment of charges associated with utilities, roadways, drainage, property protection, landscaping, insurance, maintenance, improvements, payment of taxes upon Common Properties, the holding of ownership or a

leasehold interest therein or for any other common purposes, all as determined pursuant to the Articles of Incorporation and By-laws of the Association.

(c) 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 Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

(d) Amounts Included: Each Owner and each party hereinafter owning or claiming an equity interest in a lot agrees that in the event of such foreclosure action involving such lot, the Owner or Owners thereof or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorney's fees incurred by the Association 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 12% per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon and such rate as provided by law there after until fully satisfied.

(e) Other Liens and Foreclosure Actions: The method and manner provided for foreclosure of liens set forth in the previous subsection shall pertain to all liens referred to in this Declaration. First mortgage liens placed upon any of said lots for the purpose of constructing improvements thereon 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.

5.5 Establishment and Assessment of Charges: For the purpose of providing funds for uses specified herein the Board of the Association shall for each year, commencing with calendar year (2008), fix and charge a yearly assessment against assessable lots. Each lot shall be assessed an equal amount for each calendar year; provided, however, that any lot retained in Declarant's initial inventory shall not be assessed until such lot is sold by Declarant. Upon the sale of a lot from Declarant's initial inventory, then such lot shall be assessed its percentage share of the total amount per lot assessment equal to percentage remaining of the calendar year during which such sale occurs.

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

5.7 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 same 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 12% per annum thereafter until paid and shall also bear a penalty in such amount as shall be determined by the Board of the Association.

5.8 Delinquency For More Than Ninety Days: If the Owner of any assessable 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 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 such lot. The total amount due from such Owner shall be such sums as provided in Paragraphs 5.5 and 5.4(d), plus any penalty imposed under Paragraph 5.7 hereof.

5.9 Rules and Procedures for Billing and Collecting Assessments: The Board of the Association shall have the power and authority to adopt rules and procedures respecting the billing and collecting of annual assessments, which shall be binding upon all lot Owners.

5.10 Increase in Assessments: The amount of the annual assessment against each lot shall be initially determined and may thereafter be increased or decreased for any one year period, or any such greater period, as may be determined by the affirmative vote of at least fifty-one percent (51%) of the voting members of the Association, represented in person or by proxy, at a meeting, annual or special, called for such purpose; provided, however, that any lot Owner who is delinquent in the payment of assessments shall not be entitled to vote thereon.

5.11 Application of Assessment: The Association shall apply all funds received by it pursuant to this Declaration in the following order:

(a) Administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described in its Articles of Incorporation and By-Laws;

(b) The promotion of the recreation, health, safety, enjoyment and welfare of the users of the Common Properties, and the enhancement of the values of the Common Properties by means of construction, repair, maintenance, operation and administration of the Common Properties, including, but not limited to, the payment of taxes and insurance premiums on the Common Properties and the payment of utility charges therefore.

(c) The service, repair, maintenance and/or replacement of any and all improvements, including, but not limited to, fences, roads, paths, drainage facilities and lighting belonging to the Association.

5.12 Authority to Maintain Surplus: The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual assessment in any future year.

6. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER

No violation or breach of any covenant, condition 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 such 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.

7. ENFORCEMENT

The Association, the Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, 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.

8. 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 Common Properties, its proximity to Interstate 5 to the west, its proximity to commercially zoned lands north and south, public paths, streams or other water courses.

9. AMENDMENT TO DECLARATION

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 Association, the Declarant, the Owners of any lots subject hereto, 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, which instrument shall then be filed of record with the Whatcom County Auditor. During the first ten (10) year term hereof, this covenant may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners of all lots within the Subdivision. Any such amendment shall take effect upon being recorded with the Whatcom County Auditor.

Amendments to or termination of this Declaration will in no way affect:

- (1) The on going obligation of the lot Owners, in common to care for and maintain all improvements located in the Common Properties as identified on the face of the Plats of the Subdivision, and all landscaping and all above ground landscaping related improvements located within the public right of way;
- (2) Any of the easements described in Paragraphs 2.1 and 2.3 herein.

10. 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.

11. PARAGRAPH HEADINGS

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

12. 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 2 day of JUNE, 2008.

TRIGG DEVELOPMENT LLC

Mark Bratt AGENT
 Name Title

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Mark Bratt signed this instrument, and on oath stated that they are authorized to execute the instrument as the Agent of Trigg Development LLC, and acknowledged such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 2, 2008

Signature of Notary Public Brett W. De Vries

My appointment expires 11/14/08

