



WHEN RECORDED RETURN TO:

West Cedar Park Homeowners Association
c/o Shropshire Law Firm, PLLC
1223 Commercial Street
Bellingham, WA 98225

W-116931 27pgs.

Document Title: Declaration of Covenants, Conditions, Reservations & Restrictions of Plat of West Cedar Park

Declarant: West Cedar Park Homeowners Association, West Cedar Park LLC, Kulshan Community Land Trust, Heidi Marostica, Joseph Curtright and Misty Curtright, Albert A. Warnas Trust, Wayne Weed and Marylynn Weed, David K. Ebenal and Kathy Ebenal, and Randy D. Park

Legal Description: Plat of West Cedar Park (AF# *2130601358*)

Assessor's Tax Parcel ID#: 390208 309096 0000; 390208 316096 0000; 390208 324096 0000
390208 332096 0000; 390208 339096 0000; 390208 346096 0000
390208 354096 0000; 390208 362096 0000; 390208 360085 0000
390208 354085 0000; 390208 360078 0000; 390208 354078 0000
390208 360069 0000; 390208 353069 0000; 390208 360061 0000
390208 354061 0000; 390208 360053 0000; 390208 354053 0000
390208 360046 0000; 390208 354046 0000; 390208 354046 0001
390208 362037 0000; 390208 352037 0000; 390208 345085 0000
390208 340085 0000; 390208 345078 0000; 390208 340078 0000
390208 343070 0000; 390208 345061 0000; 390208 340061 0000
390208 345055 0000; 390208 340055 0000; 390208 331085 0000
390208 325085 0000; 390208 331078 0000; 390208 325078 0000
390208 331069 0000; 390208 325069 0000; 390208 331061 0000
390208 325061 0000; 390208 331055 0000; 390208 325055 0000
390208 316087 0000; 390208 308089 0000; 390208 308082 0000
390208 316081 0000; 390208 317069 0000; 390208 317061 0000
390208 317053 0000

**DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS OF PLAT OF WEST CEDAR PARK**

A. RECITALS

1. The undersigned parties are the Owners in fee simple of the following described real property located in the County of Whatcom, State of Washington:

See attached Exhibit "A"

(hereinafter referred to as the "Subdivision".)

2. The Subdivision was previously established as the Kulshan Commons Condominium. Kulshan Commons Condominium has been terminated and the property has been converted to the Plat of West Cedar Park.

3. At the time of the recording of this Declaration of Covenants, Conditions, Reservations and Restrictions ("Declaration"), there are seven (7) lots within the Subdivision that have single family homes located on them.

4. The undersigned parties desire to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, to provide for necessary maintenance and enhancement to 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.

5. The restrictions on design and development are not intended to prevent or impair innovative or creative design. The restrictions are intended to require uniform quality with flexible design done in a tasteful manner.

B. DECLARATION

The undersigned parties hereby irrevocably appoint West Cedar Park LLC, a Washington limited liability company, as and to be the Declarant for purposes of this Declaration. As such, the Declarant hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall inure 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, 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.

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 Arabic numerals 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.

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: Notwithstanding the list of property Owners set forth on the first page hereof as "Declarant", West Cedar Park LLC, a Washington limited liability company, and its successors in interest, if any, shall and is the true Declarant for purposes of developing the Subdivision other than those homes existing as of the date hereof. In other words, West Cedar Park LLC shall and is the only party to be considered a developer or Declarant with regard to the Subdivision—the other parties being listed and participating herein solely for the purposes of bringing their Lots within the Subdivision.

1.6 Common Properties: All real property conveyed to the Association, shown on the plat map for the Subdivision for the common use, benefit and enjoyment by the Owners and the Association including, but not limited to, stormwater facilities, Tracts A and B and any open space depicted on the face of the Plat of West Cedar Park. Common properties shall be transferred to the Association pursuant to dedication on the Plat of West Cedar Park, paragraph 2.2 of this Declaration and by deed by the undersigned parties.

1.7 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.

1.8 Resident:

1.8.1 Each person lawfully residing on or in any Lot; and

1.8.2 Members of the immediate family of each such person actually living in the same household with such person.

1.9 Board: The Board of Directors or other governing body designated for the Association.

1.10 Association: The community association of all 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.

1.11 Stormwater Facilities: Stormwater Facilities are those facilities used for the conveyance, treatment and detention of storm waters constructed for the West Cedar Park Plat. These improvements are identified on the face of the Plat Map for West Cedar Park.

1.12 Open Space: Open Space is the area designated as Tracts A and B on the face of the Plat of West Cedar Park, and as legally described and shown on the maps attached as Exhibit "B"

2. RESERVATIONS

2.1 Reservation of Easements. For the benefit of the Association, easements for drainage, 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 within the 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 Cablevision, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

2.2 Conveyance of Common Properties. The Common Properties, as identified on the face of the Plat of the Subdivision, are hereby conveyed by the Declarant to the Association. The Association, upon conveyance of Common Properties to it, shall be responsible for the maintenance and upkeep of the Common Properties.

2.3 Reservation of Drainage Easement and the Right to Drain. The Declarant hereby reserves the right to drain all roadways, walkways, easement ways and areas over and across any Lot or Parcel within the Subdivision where water might take a natural course after the grading of such Lot or Parcel. These easements shall be and hereby are conveyed to the Association concurrent with the conveyance as set forth in paragraph 2.2 above, and the Association shall be responsible for the maintenance and upkeep thereof.

2.4 Private Roads. The private roads (Destiny Street, Challenger Street, Pathfinder Street, Palomar Street, Endeavor Street, Atlantis Street, and Quest Street) are part of the common properties conveyed to the Association pursuant to Paragraph 2.2 above. To the extent required and necessary, a non-exclusive easement for ingress and egress is hereby granted, reserved, and conveyed over and across the private roads for each of the lots within the Subdivision as shown on the Plat of West Cedar Park. The private roads shall be maintained by the Declarant until such time as control is turned over to the Association pursuant to section 6.2, below, at which time the Association shall maintain the private roads.

2.5 Stormwater Facilities. The stormwater facilities are part of the common properties conveyed to the Association pursuant to Paragraph 2.2 above. Notwithstanding the foregoing, the Declarant shall maintain the stormwater facilities until such time as control is turned over to the Association pursuant to section 6.2, below. The stormwater facilities shall be maintained by the Association pursuant to this Declaration.

2.6 Special Declarant Rights. Declarant shall have Special Declarant Rights, including but not limited to: (a) complete improvements indicated on the Plat of West Cedar Park; (b) exercise any and all reasonable development rights to accomplish the intended development of West Cedar Park; (c) maintain sales offices, management offices, signs advertising West Cedar Park; (d) use easements through the Association properties; and (e) appoint or remove officers of the Association or members of the board of directors for the Association until such time as control of the Association is turned over to the members pursuant to Paragraph 6.2 below. The Declarant shall also have development rights that shall be personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant. These include the rights to construct improvements within West Cedar Park. Such improvements may be constructed in phases and subject to market conditions in consultation with Declarant's lenders.

3. GENERAL USE RESTRICTIONS AND REQUIREMENTS

3.1 Permanent Residential Use. The Lots shall be used for permanent residential purposes only, whether on an ownership or rental basis, and for common social, recreational or other reasonable uses normally incident to such purposes. For purposes herein, "permanent residential purposes" shall mean stick built homes, which shall be interpreted to disallow any trailers or modular homes other than those in existence within the Subdivision as of the date of recording of this Declaration. The Committee (as defined below) may also permit the use of portions of a Lot for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other members of the Subdivision community.

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

by Rules and Regulations adopted by the Association. Any designated visitors parking areas shall be left open for use by visitors, guests, invitees and licensees of Lot Owners and their tenants. Any handicapped parking spaces shall remain open for use by vehicles properly designated for handicapped use. Use of garage parking areas is further governed by Section 8.4 hereof. The Board may regulate other aspects of vehicle use, including the speed of vehicles on the private roads of the Subdivision. On-street parking in front of the Lots is permitted on only one side of each street. The Board shall develop a signage plan which addresses this issue in a site-specific fashion.

3.3 Parking of RV's and Other Vehicles. Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles, (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including with limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 6,000 lbs. in gross vehicle weight) or any other type of vehicle or equipment which exceeds 25 feet in length may not be stored, kept or maintained anywhere within the Subdivision. Recreational Vehicles may be parked in driveway areas for a maximum of 24 hours to facilitate loading and unloading thereof. The Board may require removal of any vehicle or equipment not authorized by this Section; if it is not removed from the Property, the Board may cause its removal at the risk and expense of the owner thereof, under such reasonable procedures as may be consistent with the provisions of RCW 46.55. Failure of an Owner or other occupant to remove such a vehicle or equipment from a Lot or the Common Areas may result in any or all remedies available to the Association hereunder.

3.4 Signs. No sign of any kind shall be displayed to the public view on or from any Lot or Common Areas without the prior consent of the Board; provided that this section shall not apply to Declarant or Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign for a period of time in which the Owner's Lot is for sale or rent. The Board may by resolution establish further policies regarding signs, to reflect the sentiments of the Subdivision while giving due regard to traditional democratic rights of free speech, religion and expression of Persons owning or occupying Lots in the Subdivision, in a manner compatible with State or Federal law governing such issues.

3.5 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the Common Areas, except that the keeping of small birds, aquarium fish, well-behaved dogs and/or cats and other well-behaved animals which do not normally leave the Lot is permitted, subject to Rules and Regulations adopted by the Board. The owner of any animal maintained on the Property shall exercise appropriate control over the animal, including but not limited to maintaining the animals on leash when not otherwise controlled within the Owner's Lot, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to remain anywhere on the Common Areas. Any

Lot Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Lot Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Subdivision. All animals shall be registered and inoculated as required by law. The Board may establish reasonable fees not to exceed the additional costs incurred by the Association resulting from the presence of such animals. The Board may at any time require the removal of any animal which it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain. Such determination of the Board may only be made following proper notice to the Owner and an opportunity to be heard. Notwithstanding any of the foregoing, any dog perceived by the Board as hostile, threatening or destructive shall be evaluated at its Owner's sole cost and expense immediately after its Owner is notified of such behavior. Such evaluation shall be conducted by a certified animal behaviorist who will make recommendations to the Board. If such behavior is not corrected, that dog must be confined to its Owner's Lot or, in extreme cases, may be required to be removed from the Property completely. Disputes under this provision shall be first mediated with assistance from a representative of the Whatcom County Humane Society or a certified dog trainer.

3.6 Offensive or Illegal Activity. No noxious, offensive, smelly, or illegal activity shall be carried on in any Lot or the Common Areas, nor shall anything be done therein which is or may become a nuisance or an unreasonable source of annoyance to other Owners or other lawful occupants of the Property. Additionally, all vehicle traffic shall be limited to 15 miles per hour within the Subdivision.

3.7 Noise. No person shall cause any unreasonably loud noise anywhere in the Subdivision and all persons shall observe "Quiet Hours", i.e., times of day or night during which only minimal noise shall be permitted to emanate from any Lot, between the times of 10:00pm and 7:00am. The Board may by resolution establish additional Quiet Hours.

3.8 Television and Radio Antennas, Dishes. Under current FCC guidelines, satellite TV antennas/dishes 1 meter or less (approximately 36") in diameter may be installed within a Lot. Larger satellite dishes and other types of reception or transmission antennas may be installed within a Lot only if reasonably screened from view from other Lots and the Common Areas. Ham radio and "citizens band" antennas may be used for transmission purposes only so long as they do not cause interference with electronic equipment of neighboring property owners. No reception or transmission devices may be located within the Common Areas unless expressly permitted by the Board.

3.9 Hazardous Substances. A person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such person. No person shall improperly store within or release from a Lot or into the Common Areas any petroleum

distillates, liquid or aromatic hydrocarbons, medical wastes or infection biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Property or to the public health or safety, or the health or safety of any lawful occupants of the community, any and all such substances being known herein as Hazardous Substances.

3.10 Lease Restrictions. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provision of these Covenants, and that any failure by the Lessee to comply with such provision shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing. A lease, as defined herein, shall include month-to-month rentals, but transient occupancy for terms of less than 30 days are prohibited. Other than the foregoing, there is no restriction on the right of any Lot Owner to lease his or her Lot.

3.11 Assignment or Subletting. The assignment or subleasing of a Lot shall be subject to the same limitations as are applicable to the leasing or renting thereof. An Owner or tenant may not exempt himself or herself from any liability under the covenants by assigning or subleasing the occupancy rights to his or her Lot.

3.12 Explosives. No firearms or explosives shall be discharged within the boundaries of the Subdivision; provided, this shall not in any way limit the lawful discharge of firearms for self-defense or the defense of others, nor the lawful use of fireworks.

3.13 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.

3.14 Fencing.

3.14.1 No fencing shall be erected in the front yard street side of the building set back line of a Lot or within the flanking side yard of a Lot, except for decorative purposes such as a picket, split rail or decorative screening or background fence approved by the Committee. In no case may fencing be constructed or placed in a manner inconsistent with City of Ferndale requirements.

3.14.2 Fencing or landscaping shall be installed on a Lot to visually screen areas that serve as service yards in which garbage receptacles, fuel tanks, gas and electric meters, mechanical equipment, vehicles, materials, supplies and equipment are stored outside. The screening shall substantially conceal such service yards from view from the road and adjacent properties. Fencing to accomplish this purpose shall be approved by the Committee.

3.15 Wire / Chain Link Fences. All wire and/or chain link fences are prohibited, except in common areas, and except those fences that are entirely colored black or green and are substantially screened by landscaping.

3.16 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 such four month period and shall be completed in accordance with the provisions of paragraph 4.1 hereof; provided, however, that 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.

4. CONSTRUCTION

4.1 Time For Completion. Construction of all improvements shall be prosecuted diligently from the date of commencement of work 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 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 Lots shall be restricted pursuant to the terms of any applicable ordinance of the City of Ferndale in effect at the time of application for a building permit thereof.

4.3 Minimum Building Size. The minimum building size for a rambler shall be 1,000 square feet, excluding garages. The minimum building size for two-story buildings shall be 1,200 square feet, excluding garages.

4.4 Color. Colors for Improvements on Lots shall be limited to whites, grays and earth tones approved by the Committee. The Committee may also grant variances from this restriction for trim or accent colors.

4.5 Parking Spaces. Each lot contains at least two (2) off-street areas in or adjacent to the driveway serving the lot that are designed for use as vehicle parking, in addition to the garage associated with the dwelling. Use of all parking areas shall be governed by the provisions of Section 3.3 hereof.

4.6 Driveways. Driveways must be constructed of concrete, smooth asphalt or exposed aggregate.

4.7 Accessory Buildings. Any accessory building structures constructed within any lot, such as detached garages or tool or storage sheds, shall conform to the same themes contained in these covenants, and shall be of such size, and constructed of such materials and colors as to present a harmonious appearance in relation to the dwelling within the lot. No such building may be constructed at any time within a lot by any person without the advance written approval of the Committee.

4.6 Foundation. Exposed concrete foundation walls on any dwelling on a Lot shall not exceed two (2) feet in height, except as approved by the Committee.

4.7 Landscaping. Each owner of a lot is responsible for completing landscaping within such lot to the standards for landscaping established by the Board.

4.8 Maintenance and Repair. Landscaping within each lot shall at all times be kept and maintained in good order, repair, condition and free of debris. Subject to the procedures in the Association bylaws, if an Owner fails to comply with this requirement, then the Association may do such maintenance, repair or cleaning and utilize the authority set forth in paragraph 6.4 to assess the Lot and Owner for the cost of such work. The Owner shall reimburse the Association as is appropriate within fourteen (14) days after receipt of a billing for the above described work. The Association has an easement over and within the Owner's lot for the purposes described herein.

4.9 Vacant Lots. Vacant lots shall be kept free of unsightly debris and should not be used for storage or parking or any other purpose until commencement of construction on the Lot. The Lot should be regularly mowed, and all young trees, shrubs, grasses and weeds shall be kept at a height of 18 inches or less.

5. DESIGN REVIEW COMMITTEE

5.1 General. Construction of Improvements, except as specifically required in this Declaration, on any Lot within the Subdivision shall be subject to the prior approval of a Design Review Committee (herein "Committee"), which shall be composed of two (2) representatives of, and chosen by, the Declarant. No fees for participation shall be charged by the members of the Committee. No improvements shall be erected, placed or altered on any Lot until the construction plans, specifications and a site plan showing the location of all proposed improvements on the Lot have been approved by the Committee. The approval or disapproval of the Committee as to such construction plans, specifications and site plan shall be based upon the quality of materials to be utilized in construction, the harmony of the external design and color scheme of the proposed improvements with other existing improvements within the Subdivision and the location and bulk of the improvements with respect to topography, finished grade elevation.

5.2 Approval / Disapproval. The Committee shall approve or disapprove the construction plans, specifications and site plan, including specified color finish, within fifteen

(15) days following receipt of a complete duplicate set thereof from the submitting Owner or prospective Owner. Any complete submission of construction plans, specifications and site plan on which no action is taken by the Committee for fifteen (15) days following the date of receipt thereof shall be deemed approved as submitted, unless within such fifteen (15) day period the Committee has sought, in writing, clarifying information concerning the same. Two sets of construction plans, specifications (including exterior color finish detail), site plan and a fifty dollar (\$50.00) processing fee must be submitted to the Committee. One such complete set shall be returned to the submitting Owner or prospective Owner with the approval or disapproval endorsed upon such complete set by the Committee. The other complete set shall be retained by the Committee for its permanent files.

The Committee shall have the right to disapprove any construction plans, specifications and/or site plan in the event the same are not in accordance with the provisions of this Declaration, if the design or exterior color scheme of the proposed Improvements is not in harmony with the general surroundings of the Subdivision or with the adjacent Improvements, if the construction plans, specifications and site plan are incomplete, or if the Committee determines that the construction plans, specifications and site plan, or any portion of them, are contrary to the interest, welfare and/or rights of the Owners of other Lots within the Subdivision. Any such decision reached by the Committee or either member shall be final and non-appealable to any forum, body or court.

The Declarant or LLC members of the Declarant shall not be required to comply with the requirements of this section 5 until control has been turned over to the Association pursuant to section 6.2, below. All Improvements made by the Declarant or entities controlled by the Declarant shall comply with all requirements set forth in section 4 of this Declaration.

5.3 Conditional Approval. Any approval given by the Committee may be conditioned upon compliance by the applicant with any reasonable condition which the Committee deems appropriate, including, without limitation, the posting of bonds or other acceptable security in order to ensure performance by the applicant in accordance with the construction plans, specifications and site plan being approved.

5.4 No Liability. Neither the Committee, nor any member thereof nor any successor thereto, shall be liable to any person for any action taken by the Committee or for any failure to act by it under or pursuant to the provisions of this Declaration, so long as the Committee, the members thereof and any successors thereto act in good faith and without malice.

5.5 Expiration. Neither the Committee nor any members appointed to it shall have any responsibility with regard to this Declaration after seven (7) years from the date hereof or upon the sale by the Declarant of the last Lot owned by it, or by its successor in interest, in the Subdivision, whichever event occurs later. Notwithstanding the foregoing, in the event that the Association determines by an affirmative vote of seventy-five (75%) percent of the Owners thereof then or at any time thereafter that the Committee or any successor thereto shall remain in existence following the expiration of the term of the Committee as herein before set forth, then the Association may constitute such Committee or successor organization as it deems necessary

in order to continue the function of the Committee as set forth in this section or as then modified.

6. COMMUNITY ASSOCIATION

The Declarant shall form a Community Association, designated herein as the Association, to include as its members all Owners of any Lot within the Subdivision. This organization shall be a non-profit corporation pursuant to Title 24 of the Revised Code of Washington and shall be known as "West Cedar Park Community Association".

6.1 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 (for which the Association shall acquire and maintain liability insurance to protect the interests of all the members in an amount not less than \$1,000,000 per occurrence); enforcement of this Declaration including Lot maintenance, construction requirements and building restrictions imposed on the Lots; payment of taxes, if imposed, on Common Properties and improvements; and the furnishing of protection and preservation of the interests of the Owners for the common good.

6.2 Creation and Transfer of Control. The Association shall be organized at the instance of the Declarant, and each Owner shall be a member of the Association. The Declarant shall have the exclusive right to designate and appoint a governing Board of the Association until such time as the Declarant has sold twenty-six (26) Lots within the Subdivision, seven (7) years from the date of this Declaration or when required by law, whichever is sooner. When control of the Association has been 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 to transfer control of the Association to the members thereof.

6.3 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. 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 plat of the Subdivision. Specifically, and also without limiting the foregoing, the Association shall be responsible for the operation and maintenance of, and for

potential liability arising from, all Common Properties.

6.4 Assessments and Liens.

6.4.1 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.

6.4.2 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, enforcement of this Declaration, 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.

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

6.4.4 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.

6.4.5 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.

6.5 Establishment of Assessment of Charges. When the Board deems it appropriate, it shall adopt a regular or special budget for the Association. The Board shall set a date for a meeting of the Owners to consider ratification of the budget. The meeting shall be not less than fourteen (14) days nor more than sixty (60) days after the budget has been mailed to all of the Owners. Unless at the meeting of the Owners a majority of the Owners vote to reject to the budget, the budget shall be ratified, whether or not a quorum is present. If the proposed budget is rejected, or the required notice is not given, the budget last ratified by the Owners shall continue until the Owners ratify a subsequent budget proposed by the Board.

6.6 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.

6.7 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.

6.8 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 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 6.5 and 6.4.4, plus any penalty imposed under paragraph 6.7 hereof.

6.9 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 Owners.

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

6.10.1 Administrative costs and expenses incurred by the Association in the exercise of its powers under this Declaration;

6.10.2 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 therefor, including, if not otherwise paid by the County of Whatcom, the charge for electricity supplied for street lighting within the Subdivision.

6.10.3 The service, repair, maintenance and/or replacement of any and all common Improvements, including, but not limited to, fences, roads, paths, drainage facilities and lighting belonging to the Association.

6.11 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.

6.12 Maintenance of Open Spaces, Stormwater Facilities, Private Roads, and Playground. The Open Spaces, Stormwater Facilities, Private Roads and Playground shall be maintained by the Declarant until control is turned over to the Association pursuant to section 6.2, above. Once control has been turned over to the Association, the Association shall be responsible for conducting inspections of the Stormwater Facilities pursuant to the requirements of the City of Ferndale, which may include a necessity of a registered engineer reporting the adequacy of the stormwater treatment and conveyance systems. No construction, clearing, grading, filling, landscaping, mowing, burning, or chemical maintenance of plants shall occur within any areas identified on the mylar for use in stormwater detention or transport. The Association is charged with the responsibility to maintain such areas in a condition suitable for such purposes. The engineered portions of the stormwater detention and transport system shall be maintained by the Association in accordance with any manual or guidelines prepared for such facilities for the Declarant by Declarant's engineers, and otherwise in accordance with the provisions of the DOE Stormwater Management Manual for Western Washington ("DOE Stormwater Manual") as the same may be updated from time to time. The Association shall maintain the stormwater system using experienced, appropriately licensed contractors and other professionals. The fencing and landscape buffer areas along the Subdivision perimeter need to be maintained by the Association in a suitable manner. The installations of services for common use such as main power lines, exterior lighting, main water or sewer lines, pipes, conduits, and wires, wherever they may be located, any common mailbox facilities, and any and all apparatus and installations existing for common use rather than for any one lot shall be maintained by the Association.

9. 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, 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.

10. 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, public roads, power lines, and wetlands.

11. TENANTS AND INVITEES

Tenants and invitees of the Owners or residents of the Property shall be bound by the terms and conditions of this Declaration.

11. AMENDMENT TO DECLARATION

This Declaration may be amended or terminated by an instrument signed by Owners who own at least seventy-five percent (75%) of lots within the Subdivision. Such amendment shall take effect upon recording with the Whatcom County Auditor.

Amendments to or termination of this Declaration without approval from the City of Ferndale shall in no way affect:

- (a) the ongoing obligation of the Owners, in common to care for and maintain all improvements located in the Common Properties as identified on the face of the Plat of the Subdivision, and all landscaping and all above ground landscaping related improvements located within the public right of way;
- (b) any of the easements described in section 2 herein; and
- (c) the Association's duty to maintain and preserve landscaping, buffering, Stormwater Facilities, wetlands and open space shall not be subject to amendment or termination without the prior written consent of the City of Ferndale.

12. DECLARANT ASSIGNMENT

The Declarant reserves the right to assign the status of Declarant under this Declaration.

13. 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.

14. PARAGRAPH HEADINGS

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

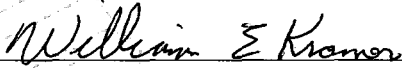
15. NO WAIVER

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 12th day of June, 2013.

[SIGNATURES ON FOLLOWING PAGE]

WEST CEDAR PARK LLC



By: William E. Kramer, Manager

WEST CEDAR PARK HOMEOWNERS
ASSOCIATION:



By: William E. Kramer, President

KULSHAN COMMUNITY LAND TRUST



By: Dean Fearing

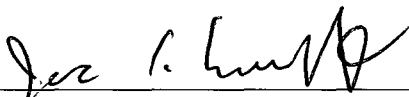
Its: Executive Director

MAROSTICA

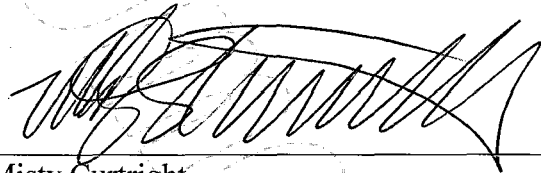


Heidi Marostica

CURTRIGHT



Joseph Curtright



Misty Curtright

ALBERT A. WARNAS TRUST



By: Albert A. Warnas, Trustee

WEED

Wayne Weed

Marylynn Weed

EBENAL

David K. Ebenal

Kathy Ebenal

PARK

Randy D. Park

STATE OF WASHINGTON)

) ss:

COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that William E. Kramer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager of West Cedar Park LLC, a Washington limited liability company pursuant to the provisions of the Operating Agreement of said company, and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in said instrument.

Dated this 7th day of June 2013.

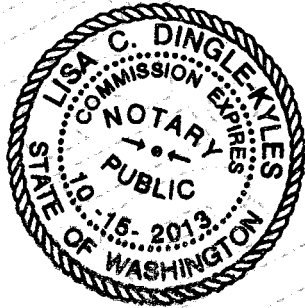


Lisa C. Dingle-Kyles
Notary Public in and for the state of Washington
Residing at: Bellingham
My commission expires: 10-15-2013

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that William E. Kramer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the President of West Cedar Park Homeowners Association, a Washington nonprofit corporation pursuant to the provisions of the Bylaws of said corporation, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated this 7th day of June 2013.



Lisa C. Dingle-Kyles
Notary Public in and for the state of Washington
Residing at: Bellingham
My commission expires: 10-15-2013

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Dean Fearing is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Executive Director of Kulshan Community Land Trust, a Washington nonprofit corporation pursuant to the provisions of the Bylaws of said corporation, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

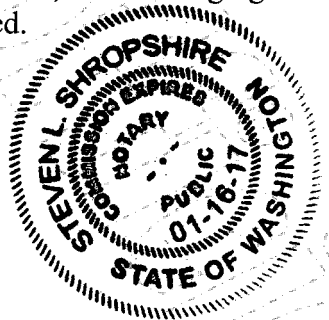
Dated this 5th day of June 2013.



Steven L. Shropshire
Notary Public in and for the state of Washington
Residing at: Whatcom County
My commission expires: 1-16-17

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

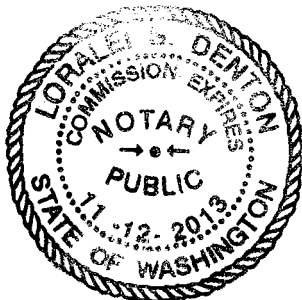
On this 4th day of June 2013, before me personally appeared Heidi Marostica, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act, acknowledging due authority for same, for the uses and purposes therein mentioned.



Steven L. Shropshire
Notary Public in and for the state of Washington
Residing at: Whatcom County
My commission expires: 1-16-17

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 5th day of June 2013, before me personally appeared Joseph Curtright and Misty Curtright, to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act, acknowledging due authority for same, for the uses and purposes therein mentioned.

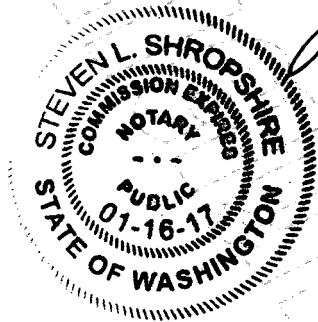


Loralee Denton
Notary Public in and for the state of Washington
Residing at: Blaine
My commission expires: 11-12-13

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Albert A. Warnas is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as the Settlor/Trustee of the Albert A. Warnas Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4th day of June 2013.



Shropshire
Notary Public in and for the state of Washington
Residing at: Whatcom County
My commission expires: 1.16.17

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

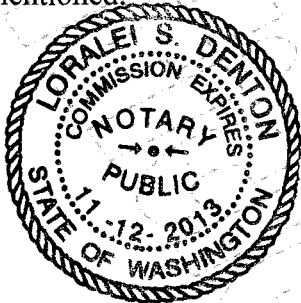
On this 4th day of June 2013, before me personally appeared Wayne Weed and Marylynn Weed, to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act, acknowledging due authority for same, for the uses and purposes therein mentioned.



Lorelei S. Denton
Notary Public in and for the state of Washington
Residing at: Blaine
My commission expires: 11-12-13

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 7th day of June 2013, before me personally appeared David K. Ebenal and Kathy Ebenal, to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act, acknowledging due authority for same, for the uses and purposes therein mentioned.



A handwritten signature in cursive script, appearing to read "Lorelei S. Denton".

Notary Public in and for the state of Washington
Residing at: Blaine
My commission expires: 11-2-13

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 5th day of June 2013, before me personally appeared Randy D. Park, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act, acknowledging due authority for same, for the uses and purposes therein mentioned.



A handwritten signature in cursive script, appearing to read "Steven L. Shropshire".

Notary Public in and for the state of Washington
Residing at: Whatcom County
My commission expires: 1-16-17

EXHIBIT A
(Legal Description)

The entire Plat of West Cedar Park, according to the plat thereof recorded June 12,
2013, under Whatcom County Auditor's File Number 2130601358. Situate in
Whatcom County, Washington.

EXHIBIT B
(Plat Maps)

A PORTION OF THE SE 1/4 OF SECTION 8
TOWNSHIP 39 N., RANGE 2 E. OF THE W.M.
CITY OF FERRDALE, WATCOM COUNTY, WASHINGTON
WEST CEDAR PARK
(A PLANNED UNIT DEVELOPMENT)
PRELIMINARY PLAT DRAWINGS

- 1. COVER SHEET
- 2. PRELIMINARY PLAT

LEGAL DESCRIPTION

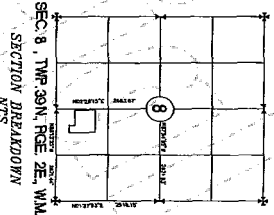
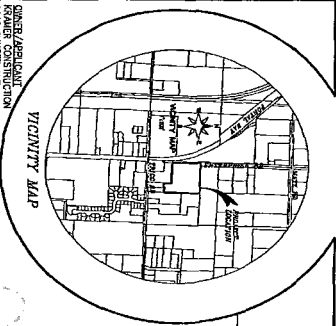
SECTION 8, TWP. 39N., R2E. 2E., WM. SECTION 8, TWP. 39N., R2E. 2E., WM. SECTION 8, TWP. 39N., R2E. 2E., WM. SECTION 8, TWP. 39N., R2E. 2E., WM.

PRELIMINARY PLAT NOTES

1. THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN TO SHOW THE GENERAL LAYOUT OF THE PROPOSED DEVELOPMENT. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN TO SHOW THE GENERAL LAYOUT OF THE PROPOSED DEVELOPMENT. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN TO SHOW THE GENERAL LAYOUT OF THE PROPOSED DEVELOPMENT.

SURVEYOR'S NOTES

- 1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT.
- 2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT.
- 3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT.
- 4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT.



<p>DESIGNED BY: J.R. SMITH, CIVIL ENGINEER CHECKED BY: J.R. SMITH, CIVIL ENGINEER JOB # 13014</p>	<p>WEST CEDAR PARK</p>	<p>FOR: KRAMER CONSTRUCTION INC</p>	<p>WEST CEDAR PARK COVER SHEET</p>	<p>DATE: 1 OF: 3</p>
---	-------------------------------	--	---	--

LIERS, INC.
5189 INDUSTRIAL BL. #108
FERRDALE, VA 22648
PHONE: 540-383-0820
FAX: 540-383-0830

LIERS, INC.
5189 INDUSTRIAL BL. #108
FERRDALE, VA 22648
PHONE: 540-383-0820
FAX: 540-383-0830

DATE: **1**
OF: **3**

ENGINEER
LIERS, INC.
5189 INDUSTRIAL BL. #108
FERRDALE, VA 22648
CONTRACT: HAZARD LUMBER, PE.
(540) 383-0820

SUBRECTOR
LIERS, INC.
5189 INDUSTRIAL BL. #108
FERRDALE, VA 22648
CONTRACT: HAZARD LUMBER, PE.
(540) 383-0820

FOR: **KRAMER CONSTRUCTION INC**

JOB # 13014

WEST CEDAR PARK

COVER SHEET

DATE: 1 OF 3

LIERS, INC.

5189 INDUSTRIAL BL. #108

FERRDALE, VA 22648

PHONE: 540-383-0820

FAX: 540-383-0830

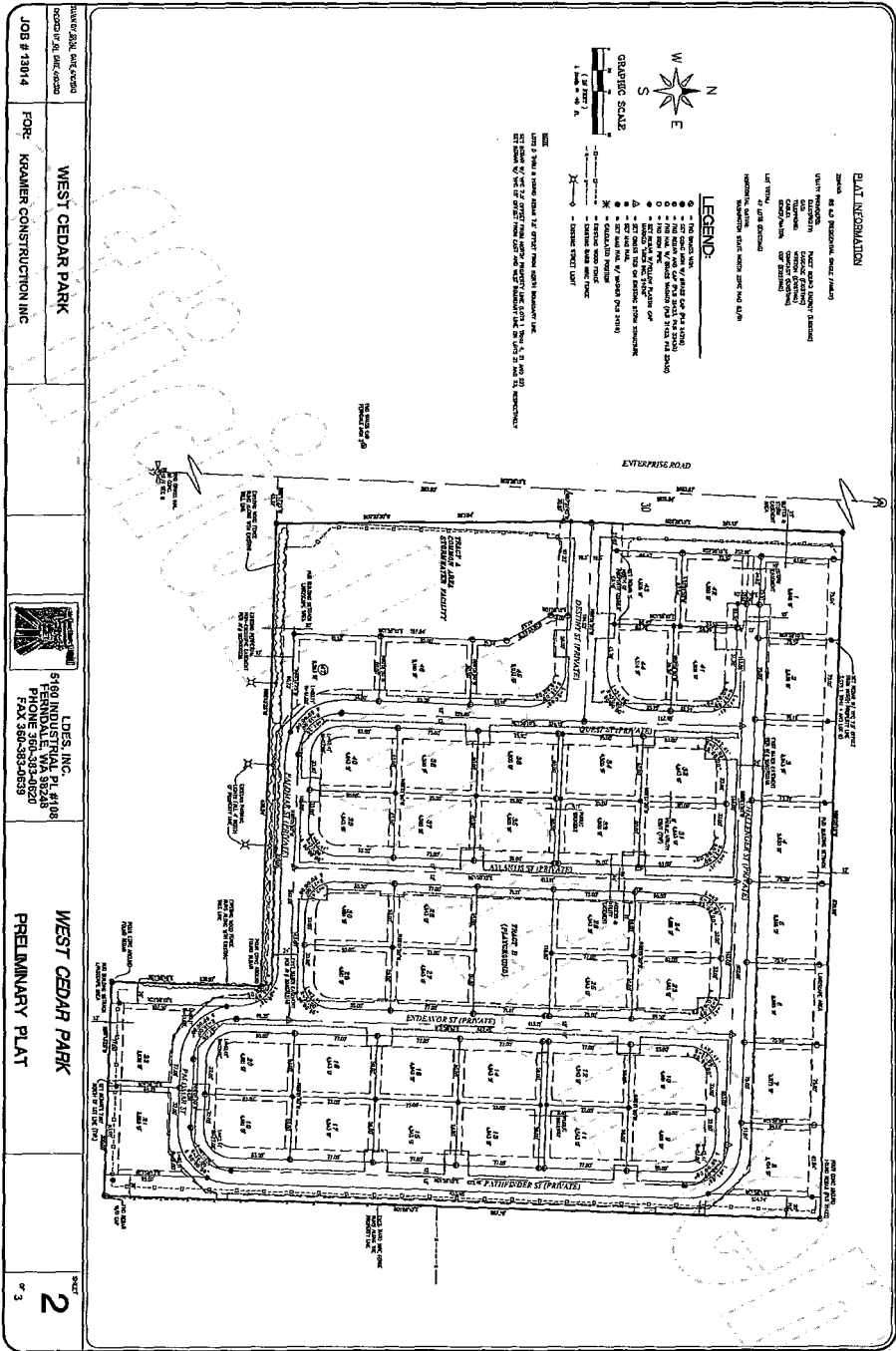
CONTRACT: HAZARD LUMBER, PE.

(540) 383-0820

CONTRACT: HAZARD LUMBER, PE.

(540) 383-0820

UNAPPROVED



WEST CEDAR PARK
FOR: KRAMER CONSTRUCTION INC

LBS, INC.
1680 INDUSTRIAL PL #108
FERRISDALE, VA 22048
PHONE 570-333-2820
FAX 570-333-2829

WEST CEDAR PARK
PRELIMINARY PLAT

2
OF 3

