

After recording, return to:
Glenhaven Lakes Club, Inc.
P. O. Box 370
Bellingham, WA 98227-0370

Grantor: Glenhaven Lakes Club, Inc., a Washington corporation
Grantee: The Public
Abbreviated Legal Description: Divisions 1-12, Plat of Glenhaven Lakes

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that GLENHAVEN LAKES CLUB, INC. hereinafter referred to as "declarant," does hereby declare as follows:

WHEREAS declarant is the successor in interest to the fee owners and contract purchasers of certain real property located in Whatcom County, State of Washington, to-wit: all lots and tracts within each division of Glenhaven Lakes, according to the plats thereof on record in the office of the County Auditor of Whatcom County, Washington, hereinafter referred to as "said property" or "the property"; and

WHEREAS declarant desires to subject said property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Amended and Restated Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable and suitable in architectural design and use as hereinafter specified; and

WHEREAS the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Glenhaven Lakes Club, Inc. ("GLC"), its successors and assigns, a non-profit corporation organized under the laws of the State of Washington; NOW, THEREFORE,

DECLARANT HEREBY DECLARES that the above-described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarant, or its successors or assigns, may from time to time subject additional real property, contiguous to any of the said property above described, to the restrictions, covenants, conditions, reservations, easements, liens and charges herein set forth by appropriate reference hereto. This Declaration is intended to replace any and all covenants and conditions to which the property has heretofore been subjected, including any prior amendments thereto, and to that end all covenants and conditions heretofore made affecting the property are hereby declared superseded by this Amended and Restated Declaration of Covenants and Conditions. A list of the specific Declarations of Covenants and Restrictions and amendments thereto and their respective recording numbers is attached hereto as Addendum "A".

ARTICLE I

General Purpose of Conditions

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property and thereby to enhance the values of investments made by purchasers of lots thereon.

ARTICLE II

Covenants and Restrictions

1. Land Use. All lots, tracts and parcels of the said property shall be used only as herein set forth and subject to pertinent ordinances of Whatcom County. Such designated usage can be changed only by the approval of GLC, through its Architectural and Zoning Committee, as provided in the Articles of Incorporation and Bylaws of said corporation. No mobile homes or commercial uses are permitted except in designated areas.¹ All lots and blocks of the plat of each division of Glenhaven Lakes shall be used only for single family residences, except for such lots, tracts or parcels as are specifically designated upon the said plats for park or recreational purposes, except as otherwise specifically set forth herein. And further provided that nothing contained in this Declaration shall be construed so as to prevent declarant from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development or sale of any of the property owned by declarant from time to time; and the authority of declarant to erect and maintain structures shall apply, without limitation, to such structures as are for the common benefit of some or all lots or members.

2. Architectural Control. No permanent building, structure, shed or fence shall be placed or erected upon any lot, tract or parcel of the said property which does not conform to Whatcom County building and use regulations and the requirements of the Architectural and Zoning Committee of Glenhaven Lakes Club, Inc., which is hereinafter called "The A&Z Committee". No building shall be erected, placed, expanded, remodeled, or altered upon any lot, tract or parcel of the said property until the construction plans and specifications have been submitted to and approved in writing by the A&Z Committee prior to the commencement of any such construction or

¹ Land Use Exceptions:

Mobile homes are allowed only in designated areas. Division 2, Block 1, Lots 1 through 21, inclusive, shall be used only for single family residences, except that any of them may be used for a commercial purpose upon prior written approval by the A&Z Committee of the specific use and subsequent change therein; and except that Lots 1 through 8, inclusive, may be occupied by mobile homes as hereafter provided.

Division 2, Block 1, Lots 1 through 8 and Lots 33 through 40, inclusive
Division 2, Block 2, Lots 1 through 4 and Lots 18 through 24, inclusive
Division 2, Block 3, Lots 1 through 12, and Lots 26 through 33, inclusive
Division 2, Block 4, Lots 1 through 5 and Lots 23 through 34, inclusive
Division 2, Block 5, Lots 1 through 9, inclusive
Division 2, Block 7, Lots 1 through 5, inclusive

shall be used only for single family residences, except that they may be occupied by mobile homes not more than 5 years old at the time of installation, subject to all other provisions applicable to mobile homes hereafter set forth, including a minimum floor space of 600 square feet.

work. The work of construction of all buildings and structures must commence within six (6) months from the date of plan approval by the A&Z Committee and shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted or otherwise suitably finished and within six months of commencement. All buildings and structures shall be all new construction and no imitations of any material shall be used for exterior finish, which shall be of wood, stone, brick, glass, steel, concrete, aluminum, vinyl, fiberglass or a like material.

3. Building Size Limitations. No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than six hundred (600) square feet. No dwelling shall exceed a maximum height of eighteen (18) feet from the highest point of the original grade of the lot without written approval from the A&Z Committee.

4. Trees, Shrubbery and Plantings. Trees, hedges, shrubbery or plantings of any kind must comply with Whatcom County ordinances and regulations. Trees may not be removed from tracts and right-of-ways.

5. Setbacks. All setbacks shall be in accordance with Whatcom County Building Codes. Sheds must comply with the setbacks relating to residences. Driveways, fences, shrubs, sheds, and other obstructions must be five (5) feet from any water service installation unless a variance is approved by the A&Z Committee and the Water Distribution Manager.

6. Minimum Lot Size. No dwelling shall be erected or placed on any lot having an area of less than 7,200 square feet.

7. Cuts and Fills and Utility, Sewerage and Drainage Easements. The right is reserved to construct and maintain public or GLC utilities on the streets and roads of the plats either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plats in the original or subsequent grading of said streets or roads, together with the right to drain the streets or roads over or across any lot or lots where water may take a natural course; and declarant further reserves perpetual easements under, over and across the rear five (5) feet of each lot, as well as over any other portion of any lot where such an easement presently exists by virtue of express grant, implication, or user, for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems. No change in the natural drainage shall be made by any lot owner without prior approval from the A&Z Committee².

8. Restriction on Boat and Trailer Storage. The storage of boats, boat trailers, travel trailers, camp trailers, or any similar property is not permitted on any vacant lot. Exceptions may only be made with the written permission of the A&Z Committee. Storage of any of the above shall be permitted on any lot with a permanent residential structure.

9. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Habitation of Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a permanent or seasonal residence or dwelling, except under a temporary written permit which may be granted, upon specific time limitations of such use, at the discretion of the A&Z Committee.

11. Signs. No sign shall be displayed to the public view on any lot, without written approval of the A&Z Committee, excluding "for sale" and "for rent" signs.

12. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said property, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Animals of any kind, including dogs or cats, are not allowed on any property owned by Glenhaven Lakes Club.

13. Refuse. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the A&Z Committee.

14. Radio and TV Antennae. No television or radio transmitting antennas or

²Cuts and Fills and Utility, Sewerage and Drainage Easement Exceptions:

DIVISION 4: The right is reserved over, under and across the northerly 5 feet of Lot 18, and/or the northerly or southerly 5 feet of Lots 19 through 30, inclusive, in Block 2, Glenhaven Lakes Club, Division No. 4, for the location, laying, operation and maintenance at the discretion of Declarant of a water main along a single mutual easterly-westerly side lot line between two or four of the said lots and those adjoining them on the north in a subsequent plat.

DIVISION 10, 11, 12: Declarant further reserves a perpetual easement under, over and across the side and rear 5 feet of each lot for the purpose of placing, laying erecting, constructing, maintaining and operation of or authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems.

towers are permitted on lots/property in Glenhaven.

15. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Whatcom County Public Health Authorities and the A&Z Committee. Approval of such system as installed shall be obtained from such Authorities and the A&Z Committee.

16. Water Well Drilling. No water well drilling is permitted on any lot in Glenhaven. GLC may carry on such restricted activity at its discretion.

17. Oil Drilling. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, in or under any of the lots, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any of the lots. GLC may carry on such restricted activities at its discretion.

ARTICLE III

Glenhaven Lakes Club, Inc.

1. Membership. The owner of each lot of the said property shall be a member of GLC. Each member shall be entitled to one vote only regardless of the number of lots owned or held under contract of sale to him, and no more than one vote per membership shall be cast regardless of the number of owners of the property to which it is appurtenant.

2. Dues and Assessments. For the purpose of financing the activities of GLC, it is hereby declared that all the lots within the said property may be annually charged, which ordinary annual charge may be referred to as "annual dues". Dues for each lot shall be assessed equally. The annual dues shall be imposed only by the affirmative vote of a majority of the Board of Directors of GLC, for each year after the initial year ending December 31, 1963, for which initial year the said rate has been fixed hereby, and in the Bylaws of GLC. Such annual dues, and the rate thereof, shall be fixed by the Board of Directors at its meeting held in conjunction with the annual meeting of the members of GLC to be held each year in February, and shall be due and payable on or before the 31st day of May succeeding, and if not then paid shall thereafter be delinquent and bear interest at the rate provided in the Bylaws; provided: that the annual dues can be increased to an amount in excess of Ten Dollars (\$10.00) only by amendment of the Bylaws of GLC in the manner prescribed therein. Upon becoming delinquent such dues shall constitute a lien upon the property against which the same was levied, and GLC may file within one hundred twenty (120) days after said delinquency a lien to that effect with the Auditor of Whatcom County. A release of said

lien shall be filed by GLC upon payment in full of said dues with interest and costs, disbursements and attorneys fees incurred by GLC. Said lien may be enforced by GLC as may any lien on real property under the law and may be foreclosed in the manner provided for foreclosure of mortgages; and if said lien is foreclosed, the lot owner shall be liable for the costs and disbursements, including reasonable attorney's fees, of GLC therein all of which costs, disbursements and fees shall be secured by such lien. The purchasers of lots within the said property, by the acceptance of deeds therefor, whether from declarants or subsequent owners of any of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues, including interest, and other authorized charges upon the lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.

3. Unkempt Lots. GLC shall have the right at all times to enter upon any lot of said property that is vacant or then unoccupied and after reasonable notice to the owner thereof do whatever is reasonably necessary to return and maintain the appearance thereof to a condition consistent with that of the other lots within the said property at the expense of the lot owners.

ARTICLE IV

Definitions

Wherever used in this Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said Property" shall mean all the land encompassed within all the plats of Glenhaven Lakes, Whatcom County, Washington.

2. "Declarants" originally meant and referred to the owners of the real property platted as the various divisions of Glenhaven Lakes, namely, Allan M. Thomson and Mattie V. Thomson, husband and wife, and Glen E. Corning and Elizabeth Corning, husband and wife. Reference to such Declarants has in general been superseded by these Amended and Restated Declaration of Covenants and Restrictions.

3. "GLC" shall mean Glenhaven Lakes Club, Inc., a Washington non-profit corporation.

ARTICLE V

General Provisions

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date this Declaration was originally recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of all lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.

2. Inspection. Authorized representatives of GLC are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon at least 24 hours' notice to the owner or occupant thereof.

3. Enforcement. GLC is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that GLC fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in such enforcement proceeding whether in law or equity shall have from his opponent such attorney's fees as the court may deem reasonable.

4. Severability. Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Transfer of Rights. All the original declarants herein were granted the right to transfer at any time or from time to time all or any of the rights, privileges and options of such original declarants to GLC. Such transfer or transfers were to be in writing, and could have been made conditional or revocable by their terms. Declarant deems that it is the grantee and successor of all such rights, privileges and options at any time previously held or enjoyed by such original declarants.

6. Amendment of Declaration. This Declaration may be amended at any time by the affirmative vote of a two-thirds (2/3) majority of the voting power of GLC at any annual meeting or at any special meeting specifically called for that purpose.

7. Insertion in Deeds. The declarant, its assigns and successors in interest hereby agree to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the covenants and restrictions herein contained; and further agree that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a Declaration of Covenants and Restrictions dated [see Addendum "B" attached hereto], and recorded upon the records of Whatcom County, Washington, as amended by that certain Amended and Restated Declaration of Covenants and Restrictions dated _____, 1999, and recorded upon the records of Whatcom County, Washington."

8. Incorporation by Reference. Notice is hereby provided that GLC, acting through its board of directors, has adopted certain resolutions for the purpose of implementing, interpreting, clarifying and providing procedures with regard to the covenants and restrictions set forth herein. Such resolutions shall be construed as incorporated within this Amended and Restated Declaration of Covenants and Restrictions and enforceable as if specifically set forth herein. Any future resolutions adopted by the board of directors shall be similarly applicable and enforceable.

ARTICLE VI

Glenroad, Inc.

1. The owner (which term includes the contract purchaser) of each lot within Divisions 10 and 11, shall be a member of Glenroad, Inc., as well as of Glenhaven Lakes Club, Inc. Glenroad, Inc. is a Washington nonprofit corporation which will maintain and control the private roads in Glenhaven Lakes, Divisions 10 and 11, making such charges for its members as may be reasonably necessary therefor according to its Articles of Incorporation and Bylaws. Any assessment or charge levied by Glenroad, Inc. upon the members shall constitute a lien upon the Glenhaven property of such member if not paid within ninety (90) days after the due date thereof, and may be collected by Glenroad, Inc. by the same procedure as is provided for the collection of dues and assessments of Glenhaven Lakes Club, Inc., in Article III, paragraph 2 of these covenants and restrictions. Notwithstanding the availability of recourse to enforcement and foreclosure of liens, as set forth above, the purchasers of lots within the said property, by the acceptance of deeds therefor, whether from declarant or subsequent owners of any of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such charges, including interest thereon, imposed upon the lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions specified above.

2. Glenroad, Inc. shall establish and enforce according to its Articles of

Incorporation and Bylaws rules, regulations and limitations as to the use of all private roads within Glenhaven Lakes, Division Nos. 10 and 11.

3. Glenroad, Inc. hereby appoints Glenhaven Lakes Club, Inc. as its agent, and in its name, to enforce the provisions of this Article VI in the manner provided for dues and assessments set forth in Article III, subsection 2 hereof.

DATED this _____ day of _____, 1999.

GLENHAVEN LAKES CLUB, INC.

By: _____
Its President

By: _____
Its Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that SUSAN MORRIS signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the PRESIDENT of GLENHAVEN LAKES CLUB, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 1999.

Notary Public in and for the State of Washington
Print name: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that BRIAN K. ODELL signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the SECRETARY of GLENHAVEN LAKES CLUB, INC. to be the free

and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 1999.

Notary Public in and for the State of Washington
Print name: _____
My appointment expires: _____

ADDENDUM "A"

Original Recorded Declarations of Covenants and Retrictions

<u>Division</u>	<u>Date of Recording or Date Signed</u>	<u>Auditor's File No.</u>
1	November 14, 1962	939623
2	March 1963 (date signed)	Unknown
3	July 1963 (date signed)	Unknown
4	Nov. 1963 (date signed)	959724
5	March 21, 1964 (date signed)	964743
6	August 14, 1964	972978
7	September 4, 1964	974209
8	October 30, 1964 (date signed)	978060
9	April 8, 1965 (date signed)	984847
10	June 1965 (date signed)	990114
11	July 12, 1965	993131
12	July 30, 1965	991186

**Admenents to
Declaration of Covenants, Conditions and Restrictions**

<u>Division</u>	<u>Date of Recording or Date Signed</u>	<u>Auditor's File No.</u>
1	Unknown	1247626 Vol. 329, pg. 12
1, 3, 4, 5, 6, 7, 8, 9, 12	June 16, 1988	1605282
1, 3, 4, 5, 6, 7, 8, 9, 12	January 23, 1991	910123001
1	January 18, 1994	940118214
2	January 23, 1991	910123002
10, 11	January 23, 1991	910123003

ADDENDUM "B"

<u>Division No.</u>	<u>Date</u>
1	November 14, 1962
2	March 1963
3	July 1963
4	November 1963
5	March 21, 1964
6	August 14, 1964*
7	September 4, 1964*
8	October 30, 1964*
9	April 8, 1965
10	June 1965
11	July 12, 1965
12	July 28, 1965

*The date signed is unavailable. Date set forth is the recording date of the Declaration of Covenants and Restrictions.