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1475322

DECLARATION

OF RIGHTS, RESERVATIONS, RESTRICTIONS AND COVENANTS

OF

SEA LINKS AT BIRCH BAY

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THIS INDENTURE AND DEDICATION of rights, reservations, restrictions and covenants is made this 21st day of March, 1984, by and between Earl W. Vogt and Amalia E. Vogt, husband and wife; John R. Kearney and Dorothy Kearney, husband and wife; and Robert A. Hansen and Betty Hansen, husband and wife, hereinafter referred to as "Owners", d.b.a. KVH Holdings, a Washington General Partnership, hereinafter referred to as "Developer".

WITNESSETS:

RECITALS

A. That the Owners have concurrently herewith and as part hereof declared a certain plat, denominated as "Sea Links At Birch Bay", of certain real property in Whatcom County, State of Washington, more particularly described on said Plat, recorded in Volume 15 of Plats, pages 58 through 64, records of Whatcom County, Washington (which Plat is sometimes referred to hereinafter as "said Plat") and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

B. That the parties hereto desire to set forth the rights, reservations, restrictions, covenants, easements, liens and charges that pertain to said land and to which said land is hereby subjected and of which in the future may be made applicable to other plats of real property included within the above described land, each and all of which is and are for the benefit of said land and shall constitute covenants running with the land, for the purpose of maintaining the desirability of said land and to establish suitable use and architectural design and compatibility with the adjacent golf course operation; and

C. That the parties hereto desire to provide the means whereby the residential plat impressed upon the land described herein is compatible and harmonious with the adjacent and contiguous executive Par 3 golf course that is to be separately and privately owned and operated as a public golf course; and

D. That the parties hereto desire to provide the means to enforce said rights, reservations, easements, liens and charges and for necessary maintenance and for the right to establish building restrictions, future use, responsibilities, rights and obligations and to provide for a community organization consisting of a non-profit community association that includes as members those who purchase any lot, tract or parcel of said land.

IN CONSIDERATION of these presents and the execution hereof, the parties hereto do hereby make the following grant of rights and declare that said land is and shall be held and conveyed upon and subject to, and there is hereby established, con-

firmed and impressed upon said land the reservations, restrictions, covenants, easements, liens and charges hereinafter set forth, and the same are hereby made as running with the land and are applicable to all future grantees, assignees and successors of any interest therein, to wit:

#### ARTICLE I - DEFINITIONS

1. "The Association" shall mean the Sea Links Community Association, a Washington non-profit corporation, its successors or assigns.
2. "Developer" shall mean KVE Holdings, a Washington partnership, and any assigns engaged in land development and/or wholesale land sale activities which are the same as, or similar.
3. "Common Properties" shall mean that certain real property owned by the Association or dedicated on the face of the Plat map for common use and enjoyment of the lot owners and members of the Association including all roads, paths and walkways.
4. "Lot" shall mean any plot of land shown upon any recorded plat of the properties with the exception of common properties as heretofore defined, and except the golf course trust.
5. "Owners" shall mean Earl W. Vogt and Amalia E. Vogt, husband and wife; John R. Kearney and Dorothy Kearney, husband and wife; and Robert A. Hansen and Betty Hansen, husband and wife, or their successors or assigns in interest, excluding the contract purchaser of any lot as defined herein.
6. "Member" shall mean all of those who are members of the Community Association as provided herein.
7. "Golf Course" shall mean the executive Par 3 eighteen (18) hole golf course that is a privately and separately owned golf course open to public play.
8. "Sales Office" shall mean the office of the Owners and the Developer situated on a lot on the land described herein and to be used for the sale of lots within this Plat, and the sales office shall continue so long as the Owners or Developer maintains the same for the limited purpose of selling and/or re-selling lots within this Plat.
9. "Annual Charge" shall mean the sum of (1) the yearly assessment against the assessable property; (2) the interest on any delinquent charges imposed; (3) the cost of any maintenance or repair work required to be performed by the owner but not so performed and performed instead by the Association; and (4) the cost of enforcing the lien imposed hereunder upon such assessable property.
10. "Assessable Property" shall mean the entire property, all or any portion of the property, including the common property, owned by the Association or assigns.
11. "Committee" shall mean the Design Control Committee appointed by the Developers, Owners, or Association.
12. "Improvements" shall mean and include, without limitation, buildings, outbuildings, 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 all other structures of landscaping.
13. "Resident" shall mean and include (1) each person lawfully residing on or in any part of the assessable property;

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and (2) members of the immediate family of each such person actually living in the same household with such person.

14. "Board" shall mean the Board of Trustees, Board of Directors, or other governing body of the Association.

## ARTICLE II - RESERVATIONS

1. Reservation of Easements. Easements for drainage, sewers, water pipes and utilities, facilities and service (including but not limited to water supply, electricity, gas, telephone, television) are hereby reserved over, under, upon, in and through all roadways and walkways, and over, under, upon and through a two and one-half (2½) foot wide strip along each side of the interior lot lines and the front seven (7) and rear five (5) feet of each lot, tract or parcel of said Plat in which to install, lay, construct, repair, renew, operate, maintain and inspect underground pipes, sewers, conduits, cables, wires and all necessary facilities and equipment for the purpose of serving said Plat and the adjacent and contiguous golf course as defined herein, together with the right to enter upon said easement areas, lots, tracts, parcels, roads and walkways for or pertaining to the aforesaid. This reservation of easement is for the benefit of the Owners and Developer described herein and the owner or owners of the adjacent and contiguous Par 3 golf course as shown on the face of the plat map.

2. Reservation of Roads. All roadways, walkways and easements, whether shown on said Plat or not, that the Owners may construct or cause to be constructed upon said land shall be conveyed by the Owners to the Community Association and held by the Community Association at such time as the roadways have been completed in accordance with Whatcom County Engineering requirements and accepted as completed by the Whatcom County Engineering Department, and upon conveyance of the roadways to the Community Association as provided herein, the Community Association shall thereafter be responsible for the maintenance and upkeep of the roadways and related drainage systems. The Owners and Developers hereby reserve the right at all times to use all roadways, walkways and easements and other common property as referred to herein for all purposes without restrictions, including but not limited to, the right to conduct and engage in sale and resale activities throughout the subdivision. The Community Association shall have the responsibility and right to collect assessments from the owners of any lot within said Plat (except the tract or parcel designated as the executive Par 3 golf course) for road maintenance costs as hereinafter provided.

3. Reservation of Right to Drain, to Clear Brush, etc. There is hereby reserved to the Owners the right to drain all roadways, walkways, easement ways and areas over and across any lot or lots, blocks, tracts and parcels where water might take a natural course after the grading thereof and the right (but without the obligation to do so) to enter upon any lot, block, tract or parcel of said Plat to trim, cut and remove brush, trees, stumps, noxious weeds or growths, and the Owners grant said rights to the Community association.

4. Sales Office. The Owners and Developer reserve the right to maintain a sales office on a lot to be designated by the Owners or Developer within said Plat for the purpose of selling and re-selling lots within said Plat; provided, that the sales activity shall be limited to the sale or resale of lots within said Plat; and the Owners and Developer reserve the right to place and maintain "for sale" signs on any lot within said Plat as may be prepared and erected by the Owners or Developer.

5. No Protest Agreement. The owners and developers and their successors and assigns shall not protest the future formation of any municipality, local improvement district or spe-

cial district created for the purpose of upgrading Birch Bay Drive, including the development of a trail system; the public acquisition of beach access; the construction and maintenance of storm water drainage facilities within the watershed wherein Sea Links Subdivision is located and the upgrading of fire protection facilities.

### ARTICLE III - GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

1. Residential Character of Property. Unless otherwise stated on the face of the Plat or designated by the Owners, each lot, tract or parcel shall be used only for single family residential purposes, and no structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot or building site within said Plat other than one (1) detached single family dwelling for single family occupancy, except as may otherwise be approved by the Committee.

2. Design Control. In order to preserve and protect against improper use of building sites; to preserve and protect the value of property to the extent possible; to guard against the construction of buildings using improper or unsuitable materials; to insure the reasonable development of the property; to encourage the erection of attractive buildings thereon; to insure that buildings on fairway lots are harmonious and compatible with the golf course usage; and in general to provide adequately for a high type and quality of improvement on said property, there is hereby created a Design Control Committee. These covenants shall and do hereby provide that no improvements shall be erected, placed or altered on any building site or lot in the Plat until the buildings, landscape or other improvement plans, specifications, and plot plans showing the location of such improvement on the particular building site have been submitted to and approved in writing by the Committee as to conformity and harmony of external design with these covenants and with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as the same may affect adjoining structures, uses and operation, and as to location of the improvements with regard to topography, grade and finish ground elevations and as to submitted landscape plan, part of which shall be design layout, grading plan showing contour elevations, planting plan, construction detail drawings and specifications, all of which shall be approved by the Committee. The Committee and/or its successors or assigns, shall not be liable for damages to anyone so submitting plans for approval or to any of any mistake in judgment, non-action on its part or of its agents or employees, or any action arising out of or in connection with the approval or disapproval or failure to approve any such plans and anyone so submitting plans to the Committee or otherwise acquiring title to any of the property covered hereby agrees that he or it will not bring any action or suit to recover for any such damages against the Committee. In the event the Committee fails to approve or disapprove in writing such design as provided herein within forty-five (45) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with; and if the construction or alteration of improvements is begun in violation of the terms and conditions of this section, or without the written approval as required in this section, and no suit to enjoin the erection, establishment or alteration of such improvement has commenced prior to the completion hereof, this covenant will be deemed to have been fully complied with. For purposes of enforcement of this covenant, the Committee, any lot owner or purchaser, the Board of Directors of the Community Association or the owners of the golf course may bring any action or suit to enjoin the erection, establishment or alteration of any improvement inconsistent or in violation of these restrictive covenants. The Committee shall initially consist of three (3) members to be appointed by the Developer; provided that one (1) member of the Committee shall consist of a lot

owner other than the Owners or Developer named herein and one (1) member of the Committee shall be an architect or professional designer and the third member may be a representative of the Owners or Developer as the case may be with all three (3) members to serve at the pleasure of the Developer until such time as all of the lots which are to be platted as part of Sea Links at Birch Bay have been platted and sold at which time the members of the Committee shall be appointed by the Board of Directors of the Community Association.

" 3. Requirement of Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the property from its theretofore natural or improved state (and no change, alteration or other indication of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder), shall be commenced and continued until the same shall have first been approved in writing by the Committee in accordance with Sea Links design standards. Approval shall be requested by submission to the Committee of plans and specifications, in duplicate, showing the following:

- (a) Existing and proposed land contours and grades;
- (b) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (c) Plans for all floors, cross sections, and elevations, including projections and wing walls;
- (d) All landscaping, including existing and proposed tree locations and planting areas (and species thereof), mail boxes and exterior ornamentation;
- (e) Exterior lighting plans;
- (f) Walls, fencing and screening;
- (g) Patios, decks, pools and porches;
- (h) Signs and parking areas;
- (i) Samples of materials to be used as may be reasonably requested by the Committee;
- (j) Such other information, data, and drawings as may be reasonably requested by the Committee. Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacture thereof, and shall otherwise be prepared according to the Sea Links Design and Material Standards.
- (k) Reasonable compensation shall be paid to the Committee at the time of submission of said plans and specifications by the individual lot owner with said compensation to be determined by the Committee. Said compensation may be used to reimburse the designer who shall be a member of the Committee.

4. Cash Bond. The Design Control Committee may, at the discretion of said committee, require prior to commencement of the construction, addition, excavation, or improvement of any structure or building on any lot, the posting of a cash bond in an amount not to exceed \$300 to be held by the Design Control Committee in lieu of a bond to cover the cost of any repairs or damages to the curbs, gutters, storm drainage system or roadways as may result from said construction, alteration or improvement.

In the event that such lot owner does not cause any such damage or shall repair the same upon completion of the contemplated construction, the Design Control Committee shall thereupon return to the lot owner any such funds held in lieu of bond as provided herein.

5. Building Limitations. No building shall be erected, altered, placed or permitted on any residential lot in said Plat that exceeds twenty-five (25) feet in height as provided herein nor at a distance closer than twenty-five (25) feet from the front line of any lot, tract or parcel, or from any road line which borders it or by which it is bounded nor nearer than five (5) feet from an interior lot line. All buildings and structures shall be completed on the exterior, including paint or other suitable finish, within six (6) months of commencement. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or placed on any lot, tract or parcel of said Plat at any time as a residence. The Committee shall have the absolute right to restrict or prohibit the construction of a building or other structure even though such a building or structure is not otherwise restricted or prohibited herein, if in said Board's sole discretion such building or structure would be detrimental to the development of said land and said Plat. Mobile homes, of any nature, and modular pre-manufactured homes, of any nature, are hereby specifically prohibited and shall not be placed, installed, erected or otherwise moved onto any lot in said Plat. If these covenants conflict with Whatcom County regulations, the more restrictive covenant shall apply.

6. Requirement of Completion; Notice of Completion, Non-Completion or Non-Compliance. An owner shall cause any improvement in the property to be diligently pursued to completion as stated in Article III-5. Upon the completion of any improvement in the property, the person or entity who completed the same may file with the Committee a notice of completion and compliance which shall give rise to a conclusive presumption in favor of such person or entity and any owner of the assessable lot on which the improvement is located and any encumbrances acting in good faith and for value that said improvement is completed and in compliance with all provisions of this Article III, unless within thirty (30) days of said filing the Committee gives actual notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the improvement in question.

7. Grading and Fill Limitations. All lots may be graded or filled so as to best utilize said lot as it relates to contours, building and environment, however, any grading or filling must be first approved by the Design Control Committee.

8. Minimum Dwelling Size. The ground floor of the main structure, exclusive of open porches or garages, shall not be less than one thousand (1,000) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for the ground floor area of a dwelling of more than one story. For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story. In addition to minimum dwelling size, it is required that all dwellings have a carport or garage with sufficient parking for two (2) standard sized automobiles.

9. Engineered Foundation Plans. Engineered foundation plans may be required for all lots with fill exceeding three (3) feet and for all lots with average slopes exceeding twenty percent (20%). The following lots may require engineered foundation plans: 8, 9, 15, 18, 19, 21, 22, 23, 84, 108, 109, 110, 111, 112, 113, 114, 119, 120, 121, 122, 123.

10. Driveway Grades. Driveway grades on all lots in the Plat shall not exceed fifteen percent (15%).

11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats,

dogs or birds may be kept if they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under any conditions reasonably objectionable in a closely built-up residential community. Dogs shall not be allowed to roam loose outside the limits of the residential lot or building site on which they are kept.

12. Signs. No signs shall be erected or maintained on any residential lot in the Plat except that not more than one (1) Design Standards Board-approved "for sale" or "for rent" sign may be displayed on any lot, but excluding from the aforesaid signs used by the Developer or their exclusive sales agent or a builder to advertise the property during construction and sales period.

13. Firearms. There shall be no discharging of firearms or hunting on said land.

14. Nuisances. No noxious or offensive activities shall be carried on or upon any lot, tract or parcel of said land, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

15. Trees and Shrubs. No trees or natural shrubbery shall be removed unless approved in writing by the Design Standards Board; it being the intention to preserve natural growth, in accordance with the Owners' plan of development and the landscape theme and plan of the golf course.

16. Fires and Common Refuse. No outdoor fires for the burning of wood, trash or debris shall be started without first obtaining a valid permit during seasons when required, and no lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other wastes shall not be kept excepting 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 Design Standards Board.

17. Storage. Vehicles that are not in operable condition and driven on a regular basis, appliances and unused building materials of any nature, and any tools, equipment or recreational vehicles including boats, travel trailers and motor homes shall not be kept, maintained or stored on any lot in said Plat unless the same are enclosed in a garage or carport or other screened area as shall be first approved by the Design Standards Board.

18. Maintenance of Lots. All lots within the Plat shall be maintained in a neat condition, free of litter, debris and brush. Each lot owner having an unimproved vacant lot shall cause the grass, weeds and any brush thereon to be cut at least once a month during the months of May through October, and remove any grass trimmings and brush from the lot so that each lot is kept and maintained in a neat and safe condition. In the event the owner of any lot shall fail to maintain the same as provided herein, the Community Association, the Developer or the Owners of the golf course may so maintain the same at the cost and expense of the owner.

19. Storage Tanks. No storage tanks, including but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on the property outside of building except as approved by the Committee.

20. Antennas. No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the property outside any building, whether attached to an improvement or otherwise, without the prior written approval of the Committee.

21. Parking. Parking for at least, but not limited to, two standard sized automobiles in an enclosed garage or carport

and driveway space for an additional two standard sized automobiles. Curbside parking shall be permitted; however, curbside parking shall not be permitted for any boat, trailer, recreational vehicle of any type, inoperable vehicles, nor shall curbside parking be allowed for more than 24 consecutive hours.

22. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers which shall be concealed and contained within the buildings or shall be concealed by means of a screening wall of material similar to and compatible with that of the building or buildings on the lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as to not attract attention, and shall be located in as reasonably an inconspicuous manner as possible.

23. Fencing of Lots. Fencing between lots and in front and in back of each lot shall be no higher than four (4) feet and built with materials similar to and compatible with that of the building or buildings on the lot and must be approved by the Design Committee except that no lot adjacent to the golf course shall have a fence bordering said course.

23. Fencing of Lots and Boundary Line. Fencing between lots and in front and in back of each lot shall be no higher than four (4) feet and built with materials similar to and compatible with that of building or buildings on the lot and must be approved by the Design Control Committee, except no lot adjacent to the golf course shall have a fence bordering said course.

In addition, the Owners reserve the right to construct and erect a fence along the northern boundary line of the entire subdivision approximately six (6) feet in height and to be of one design and paid for by the Developer. Further, the Owners reserve the right to construct a four (4) foot chain-link fence along the westerly boundary line of the subdivision as may be required by Whatcom County. The maintenance of any such fences as constructed along the northerly boundary line, the westerly boundary line and any lighting connecting with said fences shall be at the Community Associate's expense, except as to that portion of the fence constructed along the easterly boundary line of the subdivision bordering on the golf course tract, which portion of fence shall be maintained by the Owners of the golf course.

The interior of the fences contiguous with each individual lot shall be maintained and paid for by the individual lot owners, however, the stain to be used shall be specified solely by the Design Control Committee.

However, the owners reserve the right to construct and erect a fence along the Northern boundary of the entire subdivision approximately six (6) feet in height and to be of one design and to be paid for by the Developer. The exterior maintenance of said fence and any lighting connected with said fence shall be at the Community Association's expense. The interior of said fence contiguous with each individual lot shall be maintained and paid for by the individual lot owners, however, the stain to be used shall be specified solely by the Design Control Committee.

24. Sea Links Material and Color Standards. In order to preserve and protect the integrity and value of the Sea Links subdivision, its lots and common areas, all external siding materials including, but not limited to, wood siding, brick, stone, or stucco, and all roofing materials including, but not limited to, tile, cedar shake, and cedar shingle, except that no composition roofing shall be permitted, and all coverings including, but not limited to, semi-transparent stain, solid color stain tint colors, paint and paint colors, must be approved by the Committee.

25. Curb Cuts. Curb cuts, in order to install drive-ways from the paved roadway, shall be restored in accordance with those specifications as shall be required by the Design Control Committee.

#### ARTICLE IV - GOLF COURSE

1. Golf Course. That parcel and tract of property designated as "Golf Course" on the face of the Plat is a privately owned golf course to be operated and maintained as a public golf course, separate, independent and exclusive of the control of the Community Association or any lot owner or any rules or regulations they may adopt or approve. The owners of the golf course, their assigns or successors in interest shall be entitled to maintain an open public golf course on the property designated as such on the face of the Plat free of restriction, interference or control of any lot owner or the Community Association. In the event for any reason that the owners or their assigns or successors in interest determine that it is not economically reasonable or feasible to maintain an executive Par 3 golf course on the tracts and parcels designated as such on the face of the Plat, they may alter or change the golf course in any manner or discontinue use of the property as a golf course; provided, that the parcels designated as the golf course tract shall be kept as open, natural greenbelt space and shall not be used for any other commercial or residential purpose of any nature.

2. Access. No lot owner, guest or other person shall enter upon the golf course for any reason from any lot, tract or parcel surrounding the golf course except in the public entry areas as designated by the golf course owners. Each lot owner, their guest or other person hereby agree to follow and obey all rules and regulations as may be established by the golf course owners for the use and enjoyment of said golf course.

3. Fencing. The owners of the golf course, their assigns or successors reserve the right to place some form of physical boundary between the golf course and individual lots bordering upon the golf course, now, or at some future date, at the golf course owners' sole expense and in no way encumbering individual lot owners or the Association, their assigns or successors provided that (1) the boundary will be built or grown with the integrity and well-being of the subdivision in mind and that the height of the boundary will not exceed three (3) feet in height and be of one design; and (2) the cost of maintenance, upkeep, repair or replacement of said boundary shall be born totally by the golf course owners.

4. Enforcement of Reservations and Covenants. The owners of the golf course shall be entitled to enforce any of the covenants, reservations and restrictions contained herein to the same extent and degree as the Community Association or any lot owner may otherwise enforce the same.

5. Changes or Amendments. Notwithstanding any provision pertaining to amendment of these declaration of rights, reservations, restrictions and covenants to the contrary as provided herein, the provisions relating to the operation, maintenance and control of the golf course shall not otherwise be altered or changed in any manner nor shall this declaration of rights, reservations, restrictions and covenants be changed or any provision amended herein that would alter the independent and separate operation and maintenance of the golf course as contemplated and provided herein.

6. Risks Assumed by Owner. The owner of any lot in the Plat and their guests and invitees assume the risks that are incidental and inherent with the lots situated near or adjacent to the golf course and fairways. The owners and their guests and invitees agree to hold harmless, waive and release any claim as

against the owners of the golf course arising out of the operation and maintenance of the golf course or any claims or actions that might arise as a result of any owner or their guest or invitee being on or about the golf course in violation of any rules, regulations, or these covenants or any claim or damages that might arise from any injuries or destruction of property caused by golf balls.

7. Non-Assessment and Drainage. The golf course tract or parcel shall not be obligated in any manner to pay any dues or assessment for the maintenance of common areas as provided in Article V herein; provided, the golf course and owners thereof shall maintain the storm water drainage, ponds, ditches and culverts as constructed within the golf course, except that portion of the drainage system to be maintained by the Community Association as provided in Article V, Paragraph 1 herein, and further provided, that the maintenance and operation of the storm water tide gates located adjacent to the golf course shall be the responsibility of the owners of the golf course.

#### ARTICLE V - COMMUNITY ASSOCIATION

1. Community Association. The owners shall cause to be formed a community organization to include as members all purchasers of any lot within said Plat, which organization shall be a non-profit corporation under Title 24 of the Revised Code of Washington, to be know as "Sea Links Community Association".

Among the objectives and purposes of said Community Association shall be the furtherance and promotion of the community welfare of the purchasers of any lot, tract or parcel of said land including the holding of title to all roads, walks, walkways, common areas and easements in said platted land (except the tract designated as golf course); the regulation, use, care, construction, operation, repair, and maintenance and preservation thereof and the facilities thereon, and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being and protection and benefit of the members and their property in said platted lands, including but not limited to the operation and maintenance of roadways, drainage facilities and drainage equipment and use of property held by or controlled by the Community Association; payment of taxes; the setting of standards of care and maintenance of lots, parcels or tracts; and furnishing of protection, drainage, water distribution, and the like for the common good. The Community Association shall be organized at the instance of the Owners, and each purchaser of a lot shall be a member in the Community Association. The Owners shall designate and appoint the Board of Directors of the Community Association until such time as the Owners have sold one hundred percent (100%) of the lots in said platted land at which time the control of the Community Association shall be turned over to the members, and the members may elect from its number at large as provided in the Articles of Incorporation and Bylaws the Board of Directors. The Owners may at any time sooner turn over control of the Community Association at the option and election of the Owners. The Owners shall transfer and convey by way of deeds all common areas and roads, paths and walkways (the same shall not include the area designated as "golf course") to the Community Association subject to the reservations impressed by the Owners upon said common areas with this declaration of rights, reservations, restrictions and covenants, at such time as the owners have constructed and completed the same. At such time as the owners and developers convey the roadways, paths and walkways to the Community Association, the Community Association shall thereafter be responsible for the maintenance and upkeep of the roadways, paths, walkways and other common areas. In addition, the Community Association shall be responsible for maintaining all of the storm drainage system within all roadways, including emergency access road and the entrance roadway easement from

Lynden-Birch Bay Road; and the Association shall be responsible and maintain the storm drainage system as constructed between lots 6 and 7, 23 and 24, 51 and 52, 101 and 102, 93 and 94, 110 and 111, 119 and 120, and 105 and 106.

The Association shall further be responsible for and maintain the storm water drainage open ditches as constructed over and across Lots 3, 4, 5, 6, and 7. The above maintenance of the storm water apparatuses of the storm water drainage system shall have continued maintenance to insure that the system functions as originally designed, constructed and engineered.

2. Assessments and Liens. The Community Association shall be empowered to establish and collect dues and assessments upon lots in said platted land subject hereto for the common benefit of such lots as to utilities, roadways, drainage, property protection, landscaping, insurance, improvements and payment of taxes upon common property and the holding of ownership or leasehold interest therein or otherwise for common purposes, all as determined pursuant to the Articles and Bylaws of the Community Association. Such assessments shall constitute a personal obligation of the due date thereof, and such lien may be foreclosed by the Community Association in the same form and manner of procedure as the foreclosure of real property mortgage liens under the laws of the State of Washington. Each owner and each party hereinafter owning or claiming an interest in one or more lots agrees to pay in the event of such foreclosure action the expenses of title examination and insurance, cost of attorney's fees incurred by the Community Association, court costs and interest at twelve percent (12%) per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien. Assessments shall be assessed and collected on a fair and uniform basis as among lots, tracts or parcels subject thereto, by the Bylaws of the Community Association between improved lots and unimproved lots. The method and manner provided for foreclosure of liens in this paragraph shall pertain to all liens referred to in these covenants. First mortgage liens placed upon any of said lots for the purpose of constructing a residence or other laws of the State of Washington, shall be, from the date of recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this declaration.

3. Establishment and Assessment. The purpose of providing funds for uses specified in Article VI - 1 & 2, the Board shall for each year, commencing with the year 1983, fix and assess the yearly assessment referred to in Article I Paragraph 9 against the assessable property, which assessment shall be equal to a specified number of dollars and cents per individual lot as specified on the filed plat except that any unsold lot in the Developer's initial inventory of lots shall not be assessed the annual assessment for a period of four (4) calendar years beginning January 1, 1984 or until the individual lot is sold, and each such assessable lot shall be charged with and be subject to a lien for the amount of the annual charge on such lot.

4. Annual Statement. As soon as shall be practicable in each year, the Association shall send a written statement to each Owner providing the number of dollars and cents assessed by the Board as the yearly assessment for the year in question, stated in terms of the total sum due and owing as the annual charge. The annual charge may be billed, however, in monthly installments, as the Association shall in its sole discretion determine.

5. Penalty on Delinquent Assessment. If an Owner shall fail to pay any installment of the annual charge within thirty (30) days following the date of issuance of the statement therefor, the same shall be deemed delinquent and will bear a penalty to be determined by the Community Association.

6. Delinquency For More Than Ninety (90) Days. If the Owner of any assessable lot shall fail to pay the annual charge

or any installment therefor within ninety (90) days following the date of issuance of the statement therefor, the Association shall have the right to sue such Owner for a personal judgment and, in addition, shall have the right to enforce the lien, hereinafter imposed. The amount due by such Owner shall include the unpaid annual charge or installment thereof as well as the cost of such proceedings, including reasonable attorney's fees, and the afore-said penalty.

7. Rules and Procedure for Billing and Collecting Assessments. The Board shall have the power and authority to adopt rules and procedures respecting the billing and collection of the annual charges, which shall be binding on all the Owners.

8. Increase in Assessments. At any time after December 31, 1984, the amount of the assessment against each lot may be increased for a period of one (1) or more years by the affirmative vote of at least fifty-one percent (51%) of the voting members of the Association represented in person or by proxy and entitled to vote at a meeting (annual or special) called for such purpose.

#### ARTICLE VI - USE OF FUNDS

1. Application of Assessments. The Association shall apply all funds received by if pursuant to these restrictions in the order stated:

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

(b) The promotion of the recreation, health, safety, enjoyment and welfare of the users of the common property, and the enhancement of the values of the property by means of construction, repair, maintenance, operation and administration of the common property, including, but not limited to, the payment of taxes and insurance premiums on the common property, the cost of purchase, construction, improvement, repair, beautification, alteration, operation, replacement of and additions to the common property, roads and drainage system, and the cost of labor, equipment, materials, utility services, management and supervision with respect hereto;

(c) To service, repair, maintain or replace any and all but not limited to fences, security gates and lighting belonging to the Association.

2. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or any other time period and may carry forward, as surplus, any balances remaining nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the annual charge in any year.

#### ARTICLE VII - GENERAL PROVISIONS

1. Enforcement. The Association, the Developer, the Owners, each lot purchaser, and the Owners of the golf course shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this declaration. Failure of the Association, the Developer, the Owners or any lot owner or contract purchaser or the golf course

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing parties in any litigation involving the enforcement of these covenants shall be allowed reasonable attorney's fees and court costs.

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

3. Amendment. The covenants and restrictions of this declaration shall run with and bind with the land and shall inure to the benefit and be enforced by the Association, the Owners or contract purchasers of any lots subject to any declaration including the Developer and the Owners of the golf course, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date of this declaration as recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than seventy-five percent (75%) of the property owners or contract purchasers, and including and in addition to the seventy-five percent (75%) of the property owners, the signature of the Developer and the signatures of the Owners of the golf course, which instrument shall then be filed with the Whatcom Auditor's office. These covenants and restrictions may be amended during the first thirty (30) year period by an instrument signed by not less than the Owners or contract purchasers, including the Developer, then owning ninety percent (90%) of the property subject to this declaration, and in addition to the ninety percent (90%) of the property Owners, the Owner of the golf course; provided, Paragraph 5, Article II, No Protest Agreement; Paragraph 9, Article III, Engineered Foundation Plans; and Paragraph 10, Article III, Driveway Grades, may not be altered or amended as provided herein without the express written consent of Whatcom County. The approval and consent in writing by the Owners of the golf course is a condition precedent to the change or amendment of this declaration of rights, reservations, restrictions and covenants, and no such change or amendment shall be valid until the same has been first approved by the owners of the golf course as provided herein. Amendment shall take effect upon approval as provided herein and when they have been recorded with the Whatcom County Auditor's office.

IN WITNESS WHEREOF, the undersigned, being the Owners and Developer herein, have hereunto set their hands and seals this 21<sup>st</sup> day of March, 1984.

OWNERS

Earl W. Vogt  
Earl W. Vogt  
John B. Kearney  
John B. Kearney  
Robert A. Hansen  
Robert A. Hansen

Amalia Vogt  
Amalia Vogt  
Dorothy Kearney  
Dorothy Kearney  
Betty Hansen  
Betty Hansen

STATE OF WASHINGTON )  
County of Whatcom ) ss.

On this 7<sup>th</sup> day of March, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EARL W. VOGT, to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact for AMALIA VOGT, also therein described, and acknowledged to me that he signed the same as his voluntary act and deed and as the free and voluntary act and deed of the said AMALIA VOGT, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said AMALIA VOGT is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Richard D. [Signature]  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Ferrisdale

STATE OF WASHINGTON )  
County of Whatcom ) ss.

On this 19<sup>th</sup> day of MARCH, 1984, personally appeared before me JOHN R. KEARNEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.



Maria Ann Patterson  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellingham

STATE OF WASHINGTON )  
County of Whatcom ) ss.

On this 19<sup>th</sup> day of March, 1984, personally appeared before me DOROTHY KEARNEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Richard D. [Signature]  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Ferrisdale

STATE OF WASHINGTON )  
County of Whatcom ) ss.

On this 23<sup>rd</sup> day of MARCH, 1984, personally appeared before me ROBERT A. HANSEN and BETTY HANSEN, to me known to be the individuals described in and who executed the within and



EXHIBIT A

That portion of the northwest quarter and the north half of the southwest quarter and the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter all situate in Section 30, Township 40 North, Range 1 East of W.M., Whatcom County, Washington, more particularly described as follows:

Beginning at a point on the north line of Government Lot 2, Section 30, Township 40 North, Range 1 East of W.M., 1935.20 feet, north 87°51'04" west of the northeast corner of the southeast quarter of said northwest quarter; thence south 18°53'04" East, 1043.00 feet; thence south 73°36'56" west, 80.00 feet; thence south 18°53'04" east, 253.00 feet; thence south 88°31'04" East, 158.92 feet; thence south 02°03'14" west, 766.46 feet to intersect the north line of the Helen Snow Tract as surveyed under record of survey recorded under Whatcom County Auditor's File Number 1399584; thence south 87°56'46" east along said north line 1390.39 feet to intersect the north-south centerline of said Section 30; thence north 02°00'53" east along said north-south centerline, 1.80 feet; thence south 87°58'45" east along the north line of the south half of the north half of the southeast quarter of said Section 30, 99.00 feet; thence north 02°00'53" east parallel to said north-south centerline, 1172.13 feet; thence north 64°32'53" west, 125.63 feet to a point on a curve, the center of which bears north 64°32'53" west; thence along the arc of a curve to the left having a radius of 45.00 feet through a central angle of 75°06'23" for an arc distance of 58.99 feet; thence south 83°33'55" west 84.29 feet; thence north 64°18'20" west, 133.52 feet; thence north 38°36'41" east, 71.09 feet; thence north 02°51'12" west, 350.50 feet; thence north 68°15'44" west, 84.28 feet; thence north 87°51'04" west parallel to the north line of the southeast quarter of the northwest quarter of said Section 30; 335.00 feet; thence north 02°08'56" east, 5.00 feet; thence north 87°51'04" west parallel to said north line, 142.00 feet; thence north 02°08'56" east, 85.00 feet; thence north 26°03'27" west, 68.08 feet; thence north 02°08'56" east, 95.00 feet to intersect the north line of the southeast quarter of the northwest quarter of said Section 30, thence north 87°51'04" west, 1124.60 feet to the point of beginning. Situate in Whatcom County, Washington; containing 68.95 acres.

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