

DECLARATION OF COVENANTS AND RESTRICTIONS

IN ACCORDANCE WITH THE MANNER PROVIDED by the Declaration of Covenants and Restrictions of the Plat of Glacier Springs, Division No. 1 and Division No. 2 recorded under Auditor's File No. 1099740, in Volume 146, page 40, et seq., records of Whatcom County, Washington, and the Declaration of Covenants and Restrictions of the Plat of Glacier Springs, Division No. 3, recorded under Auditor's File No. 1128865 in Volume 182, page 320, et seq., records of Whatcom County, Washington, the same are hereby repealed.

In their stead the following Declaration of Covenants and Restrictions are provided by declarants, being the members of Glacier Springs Property Owners Association:

WHEREAS declarants are the fee owners and contract purchasers, respectively, of certain real property located in Whatcom County, State of Washington, to wit: All Lots and Tracts within the Plat of Glacier Springs, Division No. 1, Division No. 2 and Division No. 3, according to the Plat thereof on record in the office of the County Auditor of Whatcom County, Washington, hereinafter referred to as "said property"; and

WHEREAS declarants desire 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 insure 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 Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform 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 Glacier Springs Property Owners Association, its successors and assigns, a nonprofit corporation, organized under the laws of the State of Washington, now, therefore,

DECLARANTS HEREBY DECLARE 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. Declarants, or their successors or assigns, may from time to time subject additional real property owned by them, 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 said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

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 obtain harmonious color schemes; 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 value 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 hereinafter set forth and zoned, and no variance from any such designated usage shall be made except upon written approval of Glacier Springs Property Owners Association, through its Architectural, Planning and Zoning Committee, hereinafter called the "Zoning Committee", as established and provided in the Articles of Incorporation and By-Laws of said Corporation, the Committee to be composed of members of the Board of Directors of the Association.

2. Architectural Control.

No permanent building, structure or fence shall be placed or erected upon any lot or tract or parcel of the said property which does not conform to Whatcom County building regulations and the requirements of the Zoning 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 and color schemes have been submitted to and approved in writing by the said Committee prior to the commencement of any such construction or work. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of the

construction until exteriors of such buildings and structures are completed and painted or otherwise suitably finished and within six (6) months of commencement.

3. Building Size Limitations.

No one-story dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages, shall be less than five hundred (500) square feet. No two-story dwelling shall be permitted on any lot wherein the ground floor area of the structure, exclusive of open porches and garages, shall be less than four hundred and fifty (450) square feet. No dwelling shall exceed a maximum height of twenty-eight (28) feet from the average original grade without written approval of the Zoning Committee.

4. Setbacks.

No building shall be located on any lot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line or interior property lines. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building. Provided, however, that this shall not be construed to permit any portion of any structure or building upon one lot to encroach upon or over another lot not held in the same ownership.

5. Minimum Lot Size.

No dwelling shall be erected or placed on any lot having an area of less than 9,600 square feet.

6. Cuts and Fills and Utility, Sewerage and Drainage Easements.

The right is reserved to construct and maintain public 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 grading of said streets and 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 declarants further reserve perpetual easements under, over and across the rear five (5) feet of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operation, or of authorizing the placement, laying, erecting, constructing, maintaining 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 Zoning Committee.

7. 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.

8. Boat and Trailer Storage.

No boat, boat trailer, travel trailer, camp trailer or any similar property shall be stored on any of said property without prior written approval of the Zoning Committee. The Zoning Committee will not unreasonably withhold permission for use of travel trailers on a temporary basis.

9. Mobile Home Regulations.

(a) As used in this section the following definitions apply:

"Mobile Home" means all trailers of the type designed as facilities for human habitation and which are capable of being moved upon the public streets and highways and which are more than thirty-five (35) feet in length or more than eight (8) feet in width, except as hereinafter specifically excluded, and excluding modular homes as defined below.

"Travel Trailer" means all trailers of the type designed to be used upon the public streets and highways which are capable of being used as facilities for human habitation and which are thirty-five (35) feet or less in length and eight (8) feet or less in width, except as may be herein after specifically excluded.

"Camper" means a structure designed to be mounted upon a motor vehicle which provides facilities for human habitation or for temporary outdoor or recreational lodging and which is five (5) feet or more in overall length and five (5) feet or more in height from it's floor to it's ceiling or when fully extended, but shall not include motor homes as defined in this section.

"Motor Homes" means motor vehicles originally designed, reconstructed, or permanently altered to provide facilities for human habitation.

"Modular Homes" means any factory built housing designed primarily for residential occupancy by human beings.

(b) No Mobile homes, travel trailers, campers, motor homes or modular homes shall be placed or parked on any of said property, except as hereinafter provided.

(c) Travel trailers, campers and motor homes shall be allowed to be parked or placed on any of said property, subject to prior written approval of the Zoning Committee for a temporary time period, and in no way will be allowed for a permanent dwelling. That said temporary occupancy shall be allowed only on issuance of a permit for that purpose.

(d) Modular homes shall be allowed as permanent residences on any of said property, provided however, that they must be mounted on a permanent foundation.

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, in the discretion of the Zoning Committee.

11. Signs.

No sign of any kind shall be displayed to the public view on any lot, including "For Sale" and "For Rent" signs without approval of the Zoning Committee.

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 that they are not kept, bred or maintained for any commercial purpose.

13. Laundry.

All drying of wash must be done in an area provided for that purpose as prescribed by the Zoning Committee, except that a folding drying rack not more than four feet in height may be placed at the rear of any lot and shall be stored when not in use.

14. 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 excepting in sanitary containers. All incinerators or other equipment for the disposal of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the Zoning Committee.

15. 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, exposed oil or gas tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots.

ARTICLE III

Glacier Springs Property Owners Association

1. Membership.

The owner of each lot of said property shall be a member of Glacier Springs Property Owners Association. Each member shall be entitled to one vote only regardless of the number of lots owned by 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 the Association, it is hereby declared that all the lots within the said property shall be annually charged at a rate of \$24.00 per lot, which ordinary annual charge may be referred to as annual dues. Any resolution for an

increase of annual dues shall be made by the Board of Directors at a meeting held prior to the annual meeting of the members of the Association, to be held each year in October, and shall be due and payable on or before the 31st day of May succeeding, and if not so paid, shall thereafter be delinquent and bear interest at the rate of twelve percent per annum; provided that the annual dues can be increased to an amount in excess of \$24.00 only by amendment of the By-Laws of Glacier Springs Property Owners Association in the manner prescribed therein. Should it be deemed necessary or desirable to undertake a specific community improvement, a special assessment may be charged the membership in accordance with the manner provided for increasing the annual dues as prescribed in the By-Laws of the Association. Upon becoming delinquent, such dues, as well as any special assessments, shall constitute a lien upon the property against which the same was levied, and the Association may record a lien at the office of the Whatcom County Auditor one-hundred and twenty (120) days after the due date of any such dues and assessments. A release of said lien shall be filed by the Association upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the Association. For the purposes of recording and releasing such liens, a \$10.00 fee shall be charged delinquent member. Such lien may be enforced by the Association as may any lien on real property under the law, free of any right of redemption: and if said lien is foreclosed, the lot owner shall be liable for the costs and disbursements, including reasonable attorney's fees of the Association therein, all of which costs, disbursements, and fees shall be secured by such lien. Should at any time the Board of Directors, in its discretion, deem it advisable to incur attorney's fees in regard to members with delinquent accounts, other than as heretofore provided, the member shall likewise be liable therefor and such charge shall also constitute a lien upon the property of the member.

The purchasers of lots within the said property, by the acceptance of deeds therefore, 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, 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.

The Association shall have the right at all times, but shall not be under obligation, to enter upon all lots, tracts or parcels of said property to care for, cut the grass upon and destroy or remove weeds and rubbish from any such lot, tract or parcel, if the owner thereof shall not have corrected any such condition after reasonable notice, for the purpose of maintaining an attractive overall appearance for said property; and to charge the owner of said lot, tract or parcel the actual cost plus ten (10) percent for services rendered in alleviating any such unsightly condition, which charge shall constitute a lien against the property enforceable as provided in the case of dues and assessments.

ARTICLE IV

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 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically extend for successive periods of ten (10) 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 part.

2. Inspection.

Authorized representatives of the Association 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 the occupant thereof.

3. Enforcement.

The Association 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 the Association fails to take appropriate action for the enforcement of the covenants and restrictions 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 insure to the benefit of the person or persons damaged by the violation involved. The party prevailing in such enforcement proceeding whether in law or in equity shall have from his opponents such attorney's fees as the Court may deem reasonable.

4. Non-Waiver of Breach or Right.

The failure of any land owner or of the Association or any of Declarants to enforce any of these covenants and restrictions or any particular term or condition hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against such land owner, or Declarant, or the Association.

5. Severability.

Invalidation of anyone of these covenants and restrictions or any part thereof or any application thereof to any person or circumstances by judgment or Court order shall in no wise affect any of the other covenants or restrictions or remaining parts thereof nor their application to other persons or circumstances, all of which shall remain in full force and effect.

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 the Association at any annual meeting or at any special meeting

specifically called for that purpose, or by written instrument signed by two-thirds (2/3) of the members of the Association. For the purpose of voting with regard to this Declaration of Covenants and Restrictions 50 voting members shall constitute a quorum.

7. Insertion of Deeds.

The declarants, their heirs, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 1976, and recorded upon the records of Whatcom County, Washington."

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 19<sup>th</sup> day of June, 1976.

GLACIER SPRINGS PROPERTY OWNERS ASSOC.

\_\_\_\_\_  
V.B. Rivers, President

\_\_\_\_\_  
Donald Shepherd, Secretary

SUBSCRIBED and SWORN to before me this date and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_