

RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:

Kristin Hawes, Esq.  
Summit Law Group  
315 Fifth Avenue South, Ste. 1000  
Seattle, WA 98104-2682

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BOUNDARY VIEW ESTATES

Reference to Related Documents:	920929030; 2061001800; 920929028; 2018-0500338
Grantor:	BOUNDARY VIEW ESTATES OWNERS ASSOCIATION
Grantee:	BOUNDARY VIEW ESTATES OWNERS ASSOCIATION
Legal Description:	LOTS 1-27, BOUNDARY VIEW ESTATES, VOL. 17 PGS 68-70 WHATCOM COUNTY AUDITOR'S FILE NO. 920929028
Assessor's Tax Parcel ID#:	4153354170530000; 4153354700700000; 4153354230800000; 4153353500540000; 4153354560600000; 4153353690880000; 4153353500850000; 4153353700570000; 4153353980580000; 4153353890590000; 4153353790600000; 4153354080540000; 4153354140820000; 4153353780890000; 4153353600540000; 4153353620230000; 4153353880880000; 4153353600850000; 4153354420410000; 4153354260510000; 4153353970870000; 4153354430730000; 4153354500670000; 4153354340770000; 4153354050840000; 4153354330460000

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BOUNDARY VIEW ESTATES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOUNDARY VIEW ESTATES (the "Declaration") is made as of this 15 day of May, 2018 (the "Effective Date"), by BOUNDARY VIEW ESTATES OWNERS ASSOCIATION, a Washington non-profit corporation (hereinafter referred to as the "Association").

RECITALS:

1. The Association is the homeowners' association for certain real property situated in Whatcom County, Washington commonly known as "Boundary View Estates" and legally described as follows:

LOTS 1 THROUGH 27 OF BOUNDARY VIEW ESTATES, RECORDED IN  
VOLUME 17 OF PLATS, AT PAGE 68 to 70 UNDER WHATCOM  
COUNTY AUDITOR'S FILE NO. 920929028 (the "Plat")

Such real property, together with all residences and other structures thereon constituting real property now existing or to be constructed in the future, and all associated common areas (including, but not limited to, the area designated "Common Area" on Sheet 3 of the Plat) shall hereinafter be referred to as the "Real Property".

2. The Association is the successor to the unincorporated association known as the "Boundary View Estates Owners Association" and also referred to as "Boundary View Estates Community Association", "Boundary View Estates Neighborhood Association", and "Boundary View Estates Homeowners Association".
3. The Real Property is subject to that certain Declaration of Covenants, Conditions and Restrictions for Boundary View Estates dated September 15, 1992 and recorded as File No. 920929030 at Volume 276, Page 985 (the "1992 Declaration") in the records of the auditor of Whatcom County, Washington (the "Official Records") and that certain Declaration of Covenants, Conditions and Restrictions for Boundary View Estates dated October 9, 2006 and recorded as File No. 2061001800 in the Official Records (the "2006 Declaration") and that certain Declaration of Covenants, Conditions and Restrictions for Boundary View Estates dated May 3, 2018 and recorded as File No. 2018-0500338 in the Official Records (the first "2018 Declaration" and, together with the 1992 Declaration, the "Prior Declarations"). The "Declarant" under the 1992 Declaration has sold all of the Lots, and the responsibility for administering of the Real Property has thus passed to the Association.
4. The Association wishes to amend and restate the Prior Declarations in their entirety, and to provide a flexible and reasonable procedure for the continued development, administration, maintenance, preservation, use and enjoyment of the Real Property as is now or may hereafter be submitted to this Declaration. The Association intends by this Declaration to impose upon the Real Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the Real Property.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by reference), the Association hereby covenants, agrees and declares that, from and after the Effective Date, all of the Real Property will be held, sold and conveyed subject to the covenants, conditions, restrictions, easements and reservations (collectively, the "CC&Rs") contained in this Declaration, all of which are for

the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property. The CC&Rs shall run with the Real Property, and each part of it, and shall be binding on all parties having or acquiring any right, title or interest in the Real Property or any part thereof shall inure to the benefit of each Owner thereof. Acceptance of an interest in a lot or other portion of the Real Property shall be deemed acceptance of the terms and provisions of this Declaration, and any conveyance hereafter of any portion or interest in the Real Property shall be subject to the terms hereof (including, without limitation, the CC&Rs). From and after the Effective Date, the Prior Declarations shall be amended and restated in their entirety by this Declaration.

#### ARTICLE I. DEFINITIONS

1. "ACC" shall mean the Architectural Control Committee of the Association, as more particularly described in this Declaration.
2. "Association" shall mean the Boundary View Estates Owners Association, a Washington non-profit corporation.
3. "Board" shall mean the Board of Directors of the Association.
4. "Bylaws" shall mean the Bylaws of the Association, as they may be amended from time to time.
5. "Common Areas" shall mean those portions of the Real Property held in common, owned, or to be owned by the Association and other interests in real property which are for the use, benefit and enjoyment of the Owners of the Real Property. Common Areas shall include, but shall not be limited to, drainage easements, trail easements, view protection easements and open space.
6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, as may be found to be necessary and appropriate by the Association and/or the Board pursuant to this Declaration and/or the Bylaws.
7. "Declaration" shall mean this Amended and Restated Declaration Of Covenants, Conditions And Restrictions For Boundary View Estates, as it may be amended from time to time.
8. "Lots" shall mean those lots shown on the face of the Plat, but shall not include Lots 1, 2 and 3 of Boundary View Estates (as shown on the Plat) (collectively, "Lots 1-3"). Each individual lot shall be referred to herein as a "Lot".
9. "Lot Assessments" shall mean assessments against all Lots for common expenses provided for herein or by any supplemental declaration used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of the Lots against which assessments are levied, and for maintaining the property within a given Lot or other parcel, as may be authorized by the Board pursuant to this Declaration, the Bylaws, or any other agreement governing the Real Property. Lot Assessments shall be levied equally against the Lots, so that each Lot is assessed the same amount as any other Lot, regardless of the number of Owners or such Lot or ownership of multiple Lots by a single Owner; provided, however, that unoccupied Lots may be assessed extra fees for regular maintenance charges deemed reasonable by the Board.

10. "Owner" shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser of any Lot shall be deemed its Owner.

## ARTICLE II. EASEMENTS

In consideration of the terms hereof and other valuable consideration, the Association hereby confirms the grant to the Association of a permanent nonexclusive easement over, across and under those portions of the Real Property identified on the face of the Plat as easements for access, recreation, utilities and drainage. These easements are intended for the benefit of, and only of, the Real Property, and are intended for uses limited to those consistent with a residential and recreational community, and in each case consistent with the purpose of the particular easement as indicated on the face of the plat, whether for access, utilities, recreation, or drainage.

The Association hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Real Property for all purposes reasonably related to the development, use, enjoyment maintenance, and management of the Real Property.

The Association further confirms the existence of: (a) a fifteen (15) foot easement for drainage, utilities and ingress and egress over the north fifteen (15) feet of Lots 1-3 (as shown on the Plat), and (b) an easement for drainage, utilities, ingress and egress over the southeast fifteen (15) feet of Lot 14 of Boundary View Estates (as shown on the Plat). These easements shall not be deemed part of the Common Areas and the exclusive responsibility for maintenance of these easements shall be borne by the owners of Lots 1-3.

## ARTICLE III. PROPERTY RIGHTS

Every Lot, including Lots 1-3, has allocated to it an equal, undivided interest in the Common Areas. Every Owner and the Owners of Lots 1-3 shall have the right and easement of enjoyment in and to the Common Areas, subject to any restrictions or limitations contained herein, in any Amendment to this Declaration, any deed conveying any Common Area to the Association, or any rule or regulation duly adopted by the Association. Any Owner may delegate his or her right of enjoyment to his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

## ARTICLE IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

The Association (or the Board, to the extent such authority is delegated to it in the Governing Documents [defined below]) shall administer and govern the Real Property as the homeowner's association therefor, consistent with this Declaration, the Bylaws, the Association's Articles of Incorporation, and any amendments or supplements thereto (collectively, the "Governing Documents"). The duties of the Association shall include, but shall not be limited to, the following:

1. Levying Lot Assessments on Owners for the purposes of operating the Association and maintaining the Common Areas. Such Lot Assessments shall constitute a personal obligation as well as a lien upon each of the Lots as of the due date. Such lien may be foreclosed by the Association in the same form and manner as the foreclosure of a real property mortgage lien,

consistent with Washington law. Any Lot Assessment not paid within thirty (30) days of the date due shall incur a penalty equal to five percent (5%) of the subject Lot Assessment. In addition, any Lot Assessments not paid within thirty (30) days of the date due shall accrue interest at the rate of twelve percent (12%) per annum, computed monthly. The Association shall be entitled to recover all of its expenses incurred in connection with collection of a delinquent Lot Assessment, including (but not limited to) attorneys' fees, title costs, and court fees.

2. Inspecting the retention pond and drainage facilities located within the Real Property twice yearly, as well as after all major storms. The costs of such inspection(s), as well as the costs of keeping the pond and drainage facilities free of debris and in good condition and working order, may be recovered by levying Lot Assessments.
3. Exercising the powers set forth in Section 4.4 of the Bylaws.
4. Exercising the powers set forth in Revised Code of Washington Section 64.38.020, and any successor statute.

Any attorneys' fees and associated costs and expenses incurred by the Association in connection with the enforcement of the Governing Documents shall be recoverable by the Association from the delinquent Lot Owner(s). To the extent permissible under Washington law, all such fees, costs and expenses not reimbursed to the Association within thirty (30) days of the date the Association requests reimbursement will constitute a personal obligation as well as a lien upon the subject Lot, and may be foreclosed by the Association in the same form and manner as the foreclosure of a real property mortgage lien, consistent with Washington law.

#### ARTICLE V. LOTS 1 - 3

Lots 1 - 3 are affected by this Declaration only to the extent that the Owners of such lots shall be entitled to use the Common Areas subject to reasonable rules and regulations of the Association, shall have the benefit of and be subject to Articles II. and VII. of this Declaration concerning easements, and shall be entitled to enforce the following covenant: vegetation shall not be placed or permitted to remain on any Lot that unreasonably obstructs the view or outlook from Lots 1-3.

#### ARTICLE VI. GENERAL USE RESTRICTIONS AND REQUIREMENTS

1. All Lots shall be used exclusively for the construction of permanent recreational and residential dwellings. Uses shall be restricted to recreational and residential uses.
2. No trailer, boat, snowmobile or other recreational equipment or commercial vehicle of any kind shall be parked or stored in the front yard or any Lot. Fencing or screening is required around any trailer, boat, snowmobile or other recreational equipment stored in side or rear yards. Vegetation screening and hedging are recommended in lieu of fencing.
3. No signs or billboards shall be placed upon any Lot except that one identification sign bearing the Owner's name may be placed upon the Owner's Lot if the design, size and configuration thereof is unobtrusive and first approved by the ACC. This subparagraph shall not prohibit an Owner from displaying a sign for a period of time in which the Owner's Lot is for sale or for rent.

4. No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about the Real Property but shall deposit same in covered trash receptacles. No Owner may deposit yard refuse or fill materials on the slope adjacent to and north of Lots 15 – 24 of the Real Property, or engage in any other activity that may result in erosion to that slope.
5. No Owner shall impede, change or prevent surface water from draining through the storm drainage system located on such Owner's Lot, or any storm drainage system located on another Lot or the Common Areas.
6. No outside incinerators or other equipment for the disposal of rubbish, trash, garbage or other waste material shall be used within any Lot or the Common Areas.
7. Each Owner shall keep its property neat and orderly in appearance. On improved lots, all blackberry bushes shall be removed to the property line. Structures and landscaping shall be well maintained and kept in good condition. Hedges shall be trimmed regularly and shall not be allowed to become overgrown or disorderly. On improved lots, lawns shall be mowed regularly and grass height shall not exceed 6 inches. Driveways shall be kept clear of moss and overgrowth. Siding shall be kept free of moss and excessive dirt. Packages shall not be left outside for more than 5 business days. Owners shall not cause or permit any noxious, odorous, or tangible objects which are unsightly in appearance to exist on any Lot. No Owner shall deposit grease, cooking oils, animal fats, gasoline, motor oil or any other compound or substance on the surface of any Lot which may adversely affect the trees, plants, shrubs, greens or other natural growth thereon. No Owner shall conduct or permit any offensive activities on the Owner's Lot nor shall any activity be conducted or permitted which annoys or disturbs other Owners in the use and enjoyment of their Lots. If the Board determines that the condition of a property requires maintenance to avoid waste, nuisance, or an adverse effect on other Lots, the Association may, at its option (but without obligation), arrange for the necessary services and charge the Owner for the costs incurred, including a service fee of not more than 100% of the cost of the actual services, to be payable to the Association within thirty (30) days.
8. No Owner shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from its Lot.
9. Satellite receiving dishes shall not be mounted on rooftops, front of houses, or in front yards, and should not exceed 36 inches in diameter. Television aerials shall not be permitted.
10. No Owner shall keep or permit to be kept animals of any kind or description whatsoever except for domesticated household pets, which pets shall not be permitted to run wild or uncontrolled within the Real Property.
11. All automobiles and all other permitted vehicles, if kept or parked on any Lot or any street in the plat, shall be in good order and working condition. Partially wrecked vehicles, inoperable vehicles, discarded vehicles or vehicles which are in a state of disrepair, shall not be kept on any Lot or street nor shall any Lot or street be used to perform maintenance or repair work on any vehicles.
12. No building or structure shall be permitted or erected at such a height and placement as will unreasonably obstruct the view or outlook from other Lots. Building heights and placements shall be consistent with the building envelopes and building heights described on Exhibit A (Control Site Plan) attached hereto and incorporated herein ("Exhibit A"). After the

foundation of a structure is completed, a surveyor shall verify that the structure will not exceed the limits set forth in Exhibit A.

13. No building shall exceed the height limits specified in Exhibit A unless specifically approved by at least 75% of the Owners in a vote taken for such a purpose at a special meeting.
14. No building shall exceed the building envelope limits specified in Exhibit A unless specifically approved by at least 75% of the Owners in a vote taken for such a purpose at a special meeting.
15. Further subdivision of Lots is hereby prohibited.
16. No trees or shrubs shall be planted or maintained in such a place or manner as will unreasonably obstruct the view or outlook from other Lots.
17. No Lot shall be improved in such a way as to cause surface water runoff that damages other Lots or Common Areas.
18. No improvement or structure which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in an unimproved state for more than twelve (12) months from the time of such damage or destruction.
19. Lot grading shall maintain the natural grade of the subject Lot. No fill is to be deposited on a Lot unless it can be used without detrimental effect to final grading, due to stability of the slope.
20. Should retaining walls be required, they shall not exceed three feet (3') in height above natural grade except with prior approval of the ACC. Retaining walls shall be constructed of natural stone or reinforced concrete finished in natural stone, exposed aggregate or decorative building blocks or other architectural finishes approved by the ACC. Retaining walls shall reflect dwelling and street design considerations.
21. No building or structure shall be erected, constructed, located, placed or allowed to stand on the Lots other than one single family dwelling for each such Lot. Each dwelling type shall have the following minimum areas:
  - a. RANCHER - Site coverage of at least 1,700 square feet (excluding double garage).
  - b. TWO LEVEL (Living down, bedrooms up) - Site coverage of at least 1,600 square feet including garage but excluding upstairs. Minimum 2,000 square feet of finished living area excluding basement.
  - c. SPLIT LEVEL - Same as two level.
22. The restrictions set forth herein shall be in addition to and not in derogation of the Whatcom County Zoning Code, conditions of Plat approval and the obligations and liabilities imposed by statute or ordinance on the Owners, all of which shall be duly observed and complied with.
23. Only one ancillary building other than a garage will be permitted per Lot.

24. Electrical meter boxes must be enclosed and as inconspicuous as possible.
25. All roofing material will be cedar shakes, shingles, tile, metal, or material that simulates these in appearance. The material should not be overly reflective. Samples of materials must be approved by the ACC. Solar panels are permitted.
26. No carports are permitted. Detached garages are permitted provided the garage fits within the building envelope. All garages must be double car width and fully enclosed. Garage design and exterior finish materials must be similar to the house. Garage doors are to be painted or stained in colors complimentary to the exterior siding. One piece aluminum or steel doors are not permitted.
27. Driveways and walkways shall be exposed aggregate concrete, concrete with broom finish, stamped concrete, paving stones, and exposed aggregate trim, or other approved finishes.
28. Exterior chimney assemblies shall be masonry only finished in brick. Large block brick will not be allowed. "0" clearances will not be allowed if they are visible from the street.
29. Paint, stucco color chips and brick/stone samples must be submitted with each plan application.
30. Address numbers need to be located so they can be easily seen from the street.
31. Within three (3) months of substantial completion of a home, landscaping works shall have commenced. Landscaping shall be completed and maintained consistent with the following guidelines:
  - a. Selective use of bark mulch, shrubs and trees in the front yard with an appropriate combination of shrubs and plants.
  - b. Each Lot shall be maintained by the Owner of the Lot. If any Owner fails to maintain its landscaping, the Association after notice to the Owner will perform or contract for the performance of such maintenance and bill the Owner for all costs incurred. Such bill shall be payable within thirty (30) days.
32. No fencing is permitted in the front yard (street-facing) of any Lot.
33. Construction of all buildings shall be prosecuted diligently from commencement of work until the exterior of the building is completed and painted and all sanitation and health requirements have been fulfilled. The maximum time limit for the completion of the building shall be twelve (12) months from the date construction commences which is defined as the date Lot foundation excavation begins. All construction shall comply with this Declaration and applicable laws.
34. No temporary building shall be erected, maintained or moved onto any Lot except such building as may be necessary for the shelter and housing of tools and building equipment during the period of actual construction of the dwelling house.
35. No building shall be located on any Lot nearer to the front lot line than thirty (30) feet. No building shall be located nearer than ten (10) feet to a side lot line. No dwelling shall be located on any Lot nearer than thirty (30) feet to the rear lot line.



36. No building shall be erected, placed or altered on any Lot until the construction plans, specifications, and plans showing the location of the structure have been approved by the ACC, as to the quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.
37. No hedge or fence shall be greater than eight (8) feet in height if it would obscure the view from another lot.
38. The restrictions and requirements set forth in this Article VII. apply to Owners, their successors, assigns, tenants, subtenants, guests or invitees, or any other person who may occupy a Lot.
39. Any house left vacant (not occupied) for six (6) months or more shall be subject to the following requirements: the Owner must notify the Board of the date it vacated the property; the Owner must arrange and pay as determined by the Board for regular maintenance of the landscaping; and the Owner must arrange and pay for pest control services if deemed necessary by the Board. If the Board requests that an Owner obtain pest control services for such Owner's Lot, such Owner shall also provide the Board with proof that such services have been contracted for on at least a quarterly basis. At least one Board member shall have contact information for the person or service responsible for maintaining landscaping and pest control and for responding to maintenance or hazard issues. If the Owner fails to make and pay for these any such services, the Board will may, at its option (but without obligation), arrange for the necessary services and charge the Owner for their costs, including a service fee of up to 100% of the cost of the actual services, payable to the Association within thirty (30) days.

Nothing contained in this Article VI shall be construed or implied as imposing on the Association, its agents or employees, any liability in the event of non-compliance with or non-fulfillment of the terms, restrictions and benefits set forth herein and no liability or responsibility whatsoever shall be incurred by the Association, its agents or employees, in the performance or non-performance of their rights and obligations herein.

#### ARTICLE VII. VIEW PROTECTION EASEMENT

The Association is the beneficiary of a view protection easement over property located to the north of the Real Property. This easement was granted by statutory warranty deed, filed as File No. 891027087 in the Official Records. Both the Association and all Owners of the Real Property shall have the right to trim, limb or top trees pursuant to the above-described easement for the purpose of view preservation, or enhancement.

#### ARTICLE VIII. ARCHITECTURAL CONTROL

##### 1. ARCHITECTURAL CONTROL COMMITTEE

The ACC shall consist of the three (3) elected directors that also comprise the Board.

##### 2. BUILDING PLAN APPLICATION/APPROVAL

Prior to applying for a building permit from Whatcom County, Owners shall have their building plans approved by the ACC.

3. Preliminary Design Approval:

The Owner shall submit to the ACC two copies of a sketch or plan of a proposed dwelling with colors and finishes, together with the Owner's address and phone number, the maximum size of which shall be 8 ½" x 11".

4. Final Design Approval:

Upon receipt of preliminary design approval from the ACC, the Owner shall submit to the ACC two copies of each of the following:

- a. House plans and sections at 1/4" = 1 ft. scale.
- b. Site plan at 1/8" = 1 ft. scale.
- c. Details of proposed exterior house and roof finishes and colors;
- d. Details of proposed landscape treatment;
- e. Details of proposed driveway location and finish;
- f. Proposed elevation of the garage slab, lowest habitable floor, lot corners, finished grades at all building corners, and Lot grading patterns.

5. Incomplete applications for design approval shall be returned to the purchaser marked as "Incomplete".

6. Along with the final design, the Owner shall submit a \$1,000 deposit to cover potential damage caused by the property Owner or its agents during construction and the completion of required landscaping of the property. This deposit shall be kept in trust by the Association and shall be returned to the Owner after any damage has been corrected and required landscaping is completed.

7. After having obtained final design approval of any plans by the ACC, any deviation or change from such approved plans must receive the prior approval of the ACC.

8. The ACC shall approve or disapprove plans, specifications, and details within fifteen (15) days of the receipt thereof. Plans, specifications and details not approved or disapproved within the time limits set forth herein shall be deemed approved as submitted. One set of plans, specifications, and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and another copy shall be retained by the ACC.

9. The ACC shall disapprove any plans, specifications or details submitted to them in the event the same are not in accordance with all of the provisions of the Governing Documents or if the plans and specifications submitted are incomplete. The ACC is not authorized to grant exceptions to the rules. Any member wishing an exception to the existing rules may propose an exception or a rules change to the board for membership vote, or follow the process described in the Bylaws for proposing amendments to the Rules and Regulations. The decision of the ACC shall be final.

10. Any approval by the ACC may be conditioned upon compliance by the applicant with any reasonable conditions which the ACC may deem appropriate, including but not limited to the posting of bonds or other acceptable security to assure performance by the applicant in accordance with the plans and specifications approved.
11. As a means of defraying its expense, the ACC may institute and require a reasonable fee, not to exceed One Hundred Dollars (\$100.00) to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with ACC recommendations.
12. Neither the ACC nor its agents shall be liable to any party for any action or for any failure to act under or pursuant to the provision of this Declaration.

#### ARTICLE IX. REMEDIES AND WAIVER

1. The remedies provided herein for collection of any assessment or other charge or claim against any Owner, for and on behalf of the Association, are in addition to, and not in limitation of, any other remedies provided by applicable law.
2. The failure of the Association or of any of its duly authorized agents or any of the Owners to insist in any one or more instances upon the strict performance or compliance with this Declaration or any other of the Governing Documents, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right to enforce any of the provisions in the future, but such right to enforce any of the provisions of this Declaration or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of this Declaration or any other of the Governing Documents shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed by the Board pursuant to authority contained in a resolution of the Board.

#### ARTICLE X. BENEFITS AND BURDENS RUN WITH THE LAND

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the Real Property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any portion of the Real Property, and upon their respective heirs, successors, and assigns. After the date on which this Declaration has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association, who shall have the right to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by any Owner, and any Owner of Lots 1-3 as provided in Article V.

#### ARTICLE XI. COMPLIANCE WITH CODES AND ORDINANCES

All of the provisions of this Declaration shall be subject to compliance with the applicable county, state or federal codes and ordinances. Where this Declaration's provisions are more permissive than the codes or ordinances allow, this Declaration's provisions shall yield to such codes and ordinances. Likewise, where this Declaration's provisions are more restrictive than the county, state or federal codes and ordinances, this Declaration shall control.

ARTICLE XII.  
GENERAL PROVISIONS

1. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.
2. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.
3. This Declaration shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, it shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended as herein provided.
4. In any dispute filed in connection with this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Declaration shall be governed by the laws of the State of Washington, and venue with respect to this Declaration shall lie with the courts of in the county in which the Real Property is located.

IN WITNESS WHEREOF, the undersigned, being the President of Boundary View Estates Owners Association, has hereunder set his hands and seals this 15 day of May, 2018.

\_\_\_\_\_  
Victor Riley, President

STATE OF WASHINGTON  
COUNTY OF WHATCOM

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Victor Riley, to me known to be the President of the Association that executed the within and foregoing instrument to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and first above written.

Notary Public in and for the State of Washington, residing at

My Commission Expires

# Control Site Plan

Maximum roof ridge elevations:  
 Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 26, and 27 determined by local building bylaws.  
 Lots 15 through 25 as indicated on lot plans.

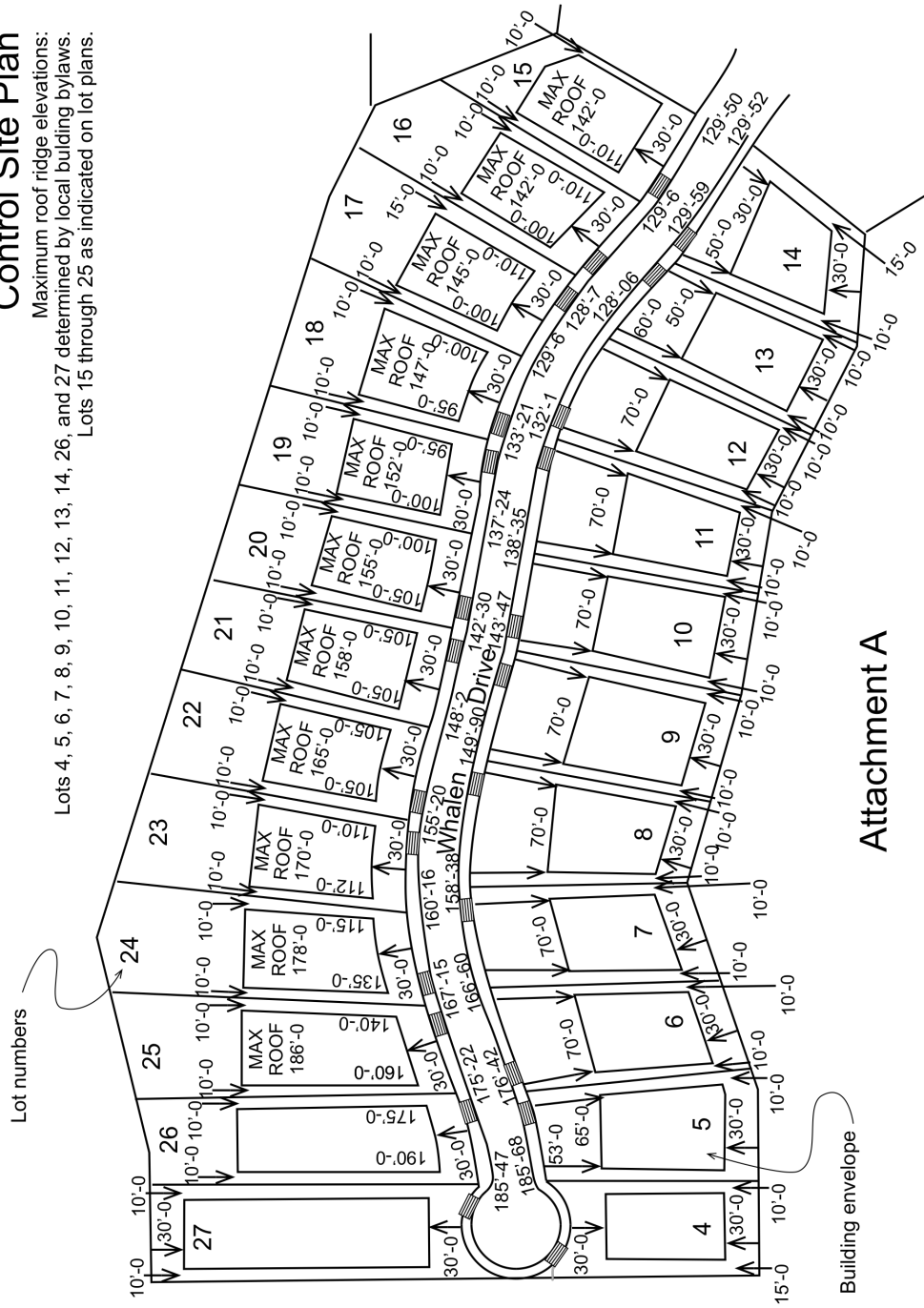


Exhibit A  
 Control Site Plan