



AFTER RECORDING, RETURN TO:

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DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS  
FOR  
PLAT OF EAST MAPLE RIDGE – DIVISION I

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR PLAT  
OF EAST MAPLE RIDGE – DIVISION I

DECLARANT/GRANTOR/GRANTEE:  
ABBREVIATED LEGAL DESCRIPTION:

EAST MAPLE RIDGE LLC  
PTN OF THE NW 1/4, SE 1/4, NE 1/4, SE 1/4; &  
SW 1/4, SE 1/4 AND SE 1/4, SE 1/4, SEC 32, T41N,  
R1E OF W.M  
EXHIBIT "A"

FULL LEGAL APPEARS:  
TAX PARCEL NOS.:

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List of Exhibits:

Exhibit “A”	Legal Description of Entire Project
Exhibit “B”	Legal Description of Division I
Exhibit “C”	Legal Description of Future Division Property
Exhibit “D”	Operations and Maintenance Manual
Exhibit “E”	Stormwater Impervious Surface Lot Chart
Exhibit “F”	Stormwater Covenant
Exhibit “G”	Landscaping and Architectural Standards
Exhibit “H”	Declaration Map

## RECITALS:

- A. The real property located in the County of Whatcom, State of Washington, legally described on attached Exhibit "A" is approved for the development of the project known as East Maple Ridge, further described in Article 3 below. The undersigned Declarant is the Owner in fee simple of the real property legally described on attached Exhibit "B", which is a portion of the real property described on attached Exhibit "A" and is the initial phase (Division I) of East Maple Ridge that is being created with the recording of this Declaration (hereinafter referred to as the "Property", "Subdivision" or "Community"). The Property/Subdivision/Community may be expanded as phases are added, pursuant to this Declaration. The remaining real property not included in the initial phase is defined below as Future Division Property, which real property is contiguous to Division I and legally described on Exhibit "C." As described herein, the original plan provided for a total of fourteen (14) phases. However, the original fourteen (14) phases have been broken up into Division I and four (4) development areas. The term Division in this Declaration refers to a Future Division and does not relate to the original phasing plan. The Property/Subdivision/Community may be expanded as Future Divisions are added pursuant to this Declaration. Provided, there may be up to eleven (11) Future Divisions in the Subdivision in the sole discretion of the Declarant. The Declarant makes provision for the joinder of Future Divisions and future owner of Lots within a Future Division into the Association to be formed amongst the owners of Lots or Parcels within the Subdivision. A Declaration or Declaration Amendment will be filed, bringing any Future Division into the Subdivision. The Declarant may modify or add additional restrictions as part of bringing on the additional Future Division.
- B. Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, to provide for necessary maintenance and enhancement of the Subdivision and to provide for the formation of a community association in the form of a nonprofit corporation, which includes as its members those persons who own any Lot or Parcel within the Subdivision.
- C. The restrictions on design and development are not intended to prevent or impair innovative or creative design. The restrictions are intended to require uniform quality with flexible design.
- D. In conjunction with the development of the Subdivision, a Master Plan for East Maple Ridge has been created and development will be consistent with the Master Plan.

## ARTICLE I

### DECLARATION

Pursuant to the Washington Uniform Common Interest Ownership Act, RCW 64.90, hereinafter referred to as "the Governing Law", for the purpose of submitting the Property, hereinafter described to the provisions of the Governing Law, East Maple Ridge LLC, a Washington limited liability company, herein referred to as "Declarant", makes this Declaration.



This Declaration of Covenants states covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the real property within the Community mutually beneficial to all of the Lots and Parcels within the Community, consistent with the covenants and conditions of the Plat. The covenants, conditions, restrictions, reservations and plan, including without limitation the statutory lien for Assessments described at Subsection 9.11 hereof, that may be foreclosed by the Association nonjudicially under the Power of Sale granted herein, are binding upon all real property within the Community and upon each such Lot, Tract or Parcel created therein as a parcel of realty and upon its Owners and their heirs, personal representatives, family members and other Occupants, guests, invitees, tenants, licensees, successors and assigns, through all successive transfers of a Lot, Tract or Parcel or of any other part of the Property, irrespective of whether specifically referred to in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of Lots, Tracts or Parcels under security instruments, or of any forfeitures, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Lot, Tract or Parcel created by this Declaration, that this Declaration, together with the Map, referred to herein, covenants, conditions, restricts and reserves a common plan for the development mutually beneficial to all of the Lots, Tracts and Parcels, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Property and upon each Lot, Tract or Parcel as a parcel of realty, and upon its Lot Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots, Tracts or Parcels under security instruments.

## ARTICLE II

### DEFINITIONS

Capitalized words in this Declaration shall have the meaning given to them in this Article II. The definitions set forth in the Governing Law shall be used for any words not defined herein.

2.1 “Allocated Interest” means the allocation of interest in the Common Elements, the Common Expense Liability and Voting. See Sections 6.4 and 9.4.2 of this Declaration.

2.2 “ARC” or “Architectural Review Coordinator” or “Architectural Review Committee” means the coordinator or committee formed pursuant to section 4.4, 4.5, and 8.12 of this Declaration.

2.3 “Assessment” means all sums chargeable by the Association against a Lot or Parcel including, without limitation: (a) regular and special Assessments for Common Expenses and Specially Allocated Assessments for other expenses, charges, or fines imposed and levied by the Association; (b) interest and late charges on any delinquent account; and (c) all costs of collection,

including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Lot Owner's account.

2.4 "Association" or "Lot Owners' Association" means the East Maple Ridge Community Association that is described in Article VI.

2.5 "Board" means the body with the primary authority to manage the affairs of the Association, as provided in RCW 64.90.410(1).

2.6 "Bylaws" means the bylaws of the Association as amended from time to time.

2.7 "City" means the City of Blaine.

2.8 "Common Elements" means all portions of the Community other than the Lots, including common amenities, more particularly described in Article V.

2.9 "Common Expense" means any expense of the Association, including allocations to reserves, allocated to each Lot in accordance with Common Expense Liability.

2.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to the Governing Law and Article IX of this Declaration.

2.11 "Community" means all the Property, with all the Improvements constructed therein, and all other institutions and things serving the Lots, Tracts or Parcels and Lot Owners therein governed by the Association, known as East Maple Ridge, as amended by the addition of Future Divisions. This Community is a Plat Community as defined in the Governing Law.

2.12 "Declarant" means East Maple Ridge LLC, a Washington limited liability company, and any Successor Declarant or any Person specifically defined as a Declarant at RCW 64.90.010(17).

2.13 "Declaration" means this document, which creates the Community by setting forth the information required by Governing Law, and any amendments to this document.

2.14 "Design Guidelines" means the standards developed by the Board of Directors or a Committee, if any, pursuant to Sections 4.4, 4.5, and 8.12, and any standards established by the Declarant. The Design Guidelines, if any, are separate and apart from the Master Plan.

2.15 "Development Rights" means any right or combination of rights reserved by the Declarant in the Declaration: (a) to add real property or Improvements to the Community; (b) to create Lots, Tracts and Parcels, Common Elements, or Limited Common Elements within real property included in or added to the Community; (c) to subdivide or combine Lots or Parcels or convert Lots or Parcels into Common Elements; (d) to withdraw real property from the Community; or (e) to reallocate Limited Common Elements with respect to Lots that have not been conveyed by the Declarant. Development Rights are personal to the Declarant and may be

exercised, or not exercised, at the sole discretion of the Declarant. In this Community, Development Rights are described in Subsection 3.3 hereof.

2.16 “Division I” means the portion of the Property described in Exhibit “B”, which includes forty-eight (48) single family Lots and twelve (12) multifamily Parcels (capable of four (4) Dwellings per multifamily Parcel) and nine (9) Common Element Tracts, as shown on the Plat Map.

2.17 “Dwelling” or “Dwelling Unit” means an improved portion of a Lot or Parcel designed for separate ownership or occupancy and intended to serve as a personal residence. The term Dwelling or Dwelling Unit includes any portion of a multi-family building within a Parcel that is designed primarily for use for a single-family habitation.

2.18 “Eligible Mortgagee” means the holder of a security interest on a Lot or Parcel that has filed with the secretary of the Association a written request that it be given copies of Notices of any action by the Association that requires the consent of mortgagees.

2.19 “Future Division” means the creation by the Declarant of additional Lots, Parcels, Tracts, and Common Elements on all or a portion of the Future Division Property pursuant to Article III and other provisions of this Declaration. Future Division(s) are sometimes referred to herein as Development Areas consistent with the Master Plan.

2.20 “Future Division Amendment” means an amendment to this Declaration executed and recorded by the Declarant unilaterally pursuant to RCW 64.90.250(a) in order to exercise a Special Declarant Right to bring the new Future Division of the Community into being on the Future Division Property as provided in Article 3 and other provisions of this Declaration.

2.21 “Future Division Property” means the portion of the Property legally described on Exhibit “A” upon which the Declarant has the right to create Lots, Parcels, Tracts, or Common Elements, as legally described in Exhibit “C”, and shown on the Plat Map and Declaration Map attached as Exhibit “D”. The Future Division Property is broken up into Development Tracts as shown on the Declaration Map. The Future Division Property will be amended as a Future Division is added to the Community. With the exception of Development Tract 4, the Future Division Property is presently owned by the Declarant (or Declarant has the option to purchase) and contemplated to be developed by the Declarant in multiple additional Future Divisions. In the event Declarant does not exercise its option to purchase any of the Future Division Property, then the Declarant shall assign the Special Declarant Rights and Development Rights associated with that portion of the Future Division Property to the Owner of that Property.

2.22 “Governing Documents” means this Declaration, the Plat Map, Bylaws, any Rules adopted by the Board, the Master Plan, and any amendments to any such instruments.

2.23 “Governing Law” means the Washington Uniform Common Interest Ownership Act (Chapter 64.90 RCW) or any successor statute, and any amendments thereto.

2.24 “Limited Common Element” means a portion of the Common Elements allocated by Section 5.7 of the Declaration for the exclusive use of one or more but fewer than all of the Lots.

2.25 “Lot” means a physical portion of the Community that is created by a municipal subdivision process pursuant to RCW 58.17 and applicable Ordinance that is designated for separate ownership; the term “Lot” is intended to be coextensive with the term “Unit” as defined in the Governing Law, unless the context clearly evidences a different intent. The term “Lot” also includes the term “Parcel” as defined herein, where it is applicable. Within the Community, there are both single-family residential Lots designed for one Dwelling and multi-family residential Parcels designed for multiple Dwellings Units.

2.26 “Lot Owner” means the Declarant or any other Person who owns a Lot, Tract or Parcel, but does not include a Person who has an interest in a Lot solely as security for an obligation. “Lot Owner” means the vendee and not the vendor of a Lot under a real estate contract.

2.27 “Manager” or “Managing Agent” shall mean a natural person or business entity regularly engaged in the business of managing common interest communities.

2.28 “Master Plan” means the East Maple Ridge, a Planned Unit Development Master Plan dated July 2, 2021 prepared by Cascade Engineering Group, which is a summary of the entire PUD, approved by the City and includes architectural standards and restrictions and landscaping regulations.

2.29 “Mortgage” means a mortgage, deed of trust or real estate contract.

2.30 “Notice” means a notice provided under the provisions of RCW 64.90.515.

2.31 “Occupant” means a natural Person lawfully occupying any portion of any Lot or Dwelling Unit; the term includes without limitation Lot Owners, and family members, employees and tenants of Lot Owners.

2.32 “Ordinance” or “the Subdivision Ordinance” means the municipal code authorizing the creation of this Community in the City, along with any administrative regulations and decisions implementing the same. The term includes any changes, revisions, substitutions and/or deletions in such law or regulations which may exist from time to time.

2.33 “Person” means an individual, corporation, business trust, estate, the trustee or beneficiary of a trust that is not a business trust, partnership, limited liability company, association, joint venture, public corporation, government, or governmental agency or instrumentality, or any other legal entity.

2.34 “Plat Map” means the recorded final Plat Map entitled Plat of East Maple Ridge – Division I and any subsequent amendments thereof, as well as any Plat Map for the Future Division Property, if it is recorded and added to the Community.

2.35 "Property" means the real property legally described on Exhibit "B" attached hereto and incorporated herein. The Property includes Division I and will also include such additions to that property which may hereafter be brought within the jurisdiction of the Association through the addition of Future Division(s).

2.36 "Residential Purposes" means use for dwelling and human habitation, and for reasonable social, recreational, or other uses normally incident to such purposes.

2.37 "Rule" means a policy, guideline, restriction, procedure, or regulation adopted by the Association, however denominated, that is not set forth in the Declaration and that governs the conduct of Persons or the use or appearance of the Property.

2.38 "Special Declarant Rights" means rights that are reserved for the benefit of the Declarant to: (a) Complete any Improvements indicated on the Plat Map or described in the Declaration or the public offering statement pursuant to RCW 64.90.610(1)(h); (b) Exercise any Development Right; (c) Maintain sales offices, management offices, signs advertising the Community, and models; (d) Use easements through the Common Elements for the purpose of making Improvements within the Community or within real estate that may be added to the Community; (e) Make the Community subject to a Master Association; (f) Merge or consolidate the Community with another common interest community; (g) Appoint or remove any officer or Board member of the Association or any master association or to veto or approve a proposed action of the Board or Association, pursuant to RCW 64.90.415(1); (h) Control any construction, design review, or aesthetic standards committee or process; and (i) Attend meetings of the Lot Owners and, except during an executive session of the Board, have access to the records of the Association to the same extent as a Lot Owner. In this Community, Special Declarant Rights that have been reserved by the Declarant are described in Article III hereof.

2.39 "Specially Allocated Expense" means any expense of the Association, including allocations to reserves, allocated to some or all of the Lot Owners and assessable against their respective Units pursuant to RCW 64.90.480(4) through (8).

2.40 "Specially Allocated Assessment" means an Assessment made or deemed to be made by the Association against Lots to which Specially Allocated Expenses are allocated under Section 9.8 of this Declaration.

2.41 "Stormwater Facilities" means those facilities used for the transmission, conveyance, treatment and detention of stormwaters, including but not limited to pipes, ditches, manholes, and ponds, constructed for the Community. The Stormwater Facilities will continually be added as Future Divisions are added. The Stormwater Facilities do not include any individual stormwater infiltration facility, nor does it include gutters, down spouts, and lines connecting individual buildings or other structures to the Stormwater Facilities. The Stormwater Facilities are currently designed to serve Division I and include the following: Stormwater conveyance piping, catch basins and manholes in the Shore Pine Place and Sandwood Lane right-of-way; stormwater conveyance piping catch basins and manholes in Tracts 1A, 1B, 1C, 1D and 1E; the stormwater treatment and detention pond together with associated inlet and outlet catch basins and manholes

located in Tract 1B. Additional Stormwater Facilities will be constructed to serve Future Divisions as they are added to the Community.

2.42 “Improvements” means any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailbox, rockery or the like.

2.43 “Tract” means any parcel of real property within the boundaries of the Subdivision not consisting of a Lot or Parcel, and not dedicated to the City. Common Element Tracts are described in Article V. There are three (3) development tracts shown on the Plat Map that are the Future Division Property and not part of the Community at this time but may be added to the Community pursuant to Development Rights and Special Declarant Rights reserved herein. In addition, Development Tract 4, as shown on the Plat Map, is designed for Commercial Development and not part of the Community or the Future Division Property. Provided pursuant to City requirements and the Master Plan, a portion of Development Tract 4 is to be developed into playground, which may be conveyed to the Association in the future.

2.44 “Upkeep” means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, Improvement, renovation, alteration, replacement, and reconstruction that is necessary to maintain property in a decent, safe and sanitary condition, in keeping with standards established in the Governing Documents of the Community.

2.45 “Vote(s)” means the voting power equal to each Lot’s Allocated Interest set forth in Section 2.1.

### ARTICLE III

## DESCRIPTION OF PROJECT, DEVELOPMENT PLAN, DEVELOPMENT RIGHTS & SPECIAL DECLARANT RIGHTS

### 3.1 Description of Project and Development Plan.

3.1.1 General Details. The Community has been and will be developed in accordance with the permits and approvals for the East Maple Ridge Plat, including the conditions of approval contained in Ordinance No. 20-2947 dated June 22, 2020 and the Master Plan (“Development Plan”). Variation of the Development Plan may be pursued as a PUD modification or PUD amendment, and/or other permits as may apply. The Community is a residential subdivision processed as a planned unit development. The Community will have a variety of housing types including traditional single-family detached Dwelling Units as well as multi-family (attached) Dwelling Units and smaller cottage-style single-family detached Dwelling Units. In general, the Development Plan is detailed in the Master Plan, which is available from the Declarant (during the Declarant control period), Association, or the City.

- 3.1.2 Development in Future Divisions. The Declarant intends to develop the Community within Development Areas 2-5 as identified in the Master Plan, located within Development Tracts 1-3 as shown on the Plat Map. A Declaration Map showing the Development Areas is attached hereto as Exhibit "H". Division I (Development Area 1) consists of forty-eight (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight (48) Dwelling Units) and nine (9) Common Element Tracts as shown on the Plat Map. The Declarant has reserved Development Rights and Special Declarant Rights that allow the construction of infrastructure and creation of Lots, Parcels and Tracts on the Future Division Property in the Future Division. Including Division I, the Declarant may create up to a total of three hundred and fifty-three (353) Dwelling Units, which will be a combination of single-family detached and cottage Dwelling Units on Lots and multi-family (attached) Dwelling Units on Parcels (currently planned as two hundred forty-one (241) single-family and cottage, and one hundred twelve (112) multi-family Dwelling Units), and Tracts in Future Divisions by the recording of a Future Division Amendment to the Declaration in accordance with Subsection 3.3.2(b). The timing of and whether the Declarant develops a Future Division on the Future Division Property is in Declarant's sole discretion. The timing of whether the Declarant develops a Future Division on the Future Division Property is in the Declarant's discretion, so long as such Future Division(s) comply with the Planned Unit Development approved on June 22, 2020 pursuant to Ordinance No. 20-2947.
- 3.1.3 Continued Consistency with Development Plan Required. All further use and development of the Property in this Community, including Future Division Property subject to Development Rights, shall be consistent with the Ordinance and with such Development Plan, as it may be amended, and conditions of approval for the East Maple Ridge Plat, Ordinance No. 20-2947, subject to the approval of the City. It is anticipated that the Declarant may make minor modifications to the Master Plan to be consistent with how the project is developed. Major changes to the Master Plan require a modification approved by the City.
- 3.1.4 Commercial Component. There is a commercial component approved as part of the East Maple Ridge Plat that is located within Development Tract 4 as shown on the Plat Map. It is the intention of the Declarant that Development Tract 4 not be included within the Community or subject to this Declaration, as long as it is developed with commercial uses. Development Tract 4 will be developed in accordance with the Master Plan and City requirements. A playground is required on a portion of Development Tract 4. The Association agrees to accept the conveyance of the playground in the future.

### 3.2 Community Attributes.

- 3.2.1 Project Type. This Community contains Lots and Parcels generally designed for Residential Purposes and Common Element Tracts as described with greater particularity in Subsection 3.1 and Article IV, and VIII.
- 3.2.2 Common Amenities. The principal common amenities include trails throughout the Property, Stormwater Facilities, community park, and open space more particularly described in Section 5.1. In addition, the common amenities include dog waste stations, picnic tables, benches, and other facilities for the Common Elements. Additional common amenities may be added by the Declarant, the Association, or as part of the addition of Future Divisions.
- 3.2.3 Marketing of Parcels by Declarant. In connection with Declarant's intended plan of development, Declarant reserves for itself or subsequent Lot Owners, the right to maintain a sales office on a Lot to be designated by the Declarant for the primary purpose of managing construction and/or selling or reselling Lots and/or use as management offices. The Declarant also reserves the right to post marketing signs advertising the availability of Lots. The Declarant shall have the rights reserved herein so long as the Declarant owns Lots or owns any portion of the Property.

### 3.3 Development Rights.

- 3.3.1 Description. Pursuant to RCW 64.90.225(1)(g), the Declarant reserves Development Rights that are personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant, as follows:
  - 3.3.1.1 The right to add infrastructure and Improvements to the Community. This includes but is not limited to infrastructure, utilities, and other Improvements in Future Division(s) on the Future Division Property. In addition, this includes but is not limited to the right to make Improvements to the existing Common Elements, including the right to make Improvements or modifications to existing Stormwater Facilities to accommodate runoff generated from Future Divisions.
  - 3.3.1.2 The right to create Lots, Parcels, Tracts and Common Elements within the Future Division Property in Future Division(s).
  - 3.3.1.3 The right to subdivide or combine Lots or Parcels and/or relocate their common boundaries or to convert Lots or Parcels into Common Elements.
  - 3.3.1.4 The right to add Future Division Property within the Property as Future Division(s); included with this right is the right to reserve any easements necessary for the use of any Future Division Property not included in the Community.



3.3.1.5 All of the above-described Development Rights apply to the Future Division Property. In addition, the rights reserved in Subsections 3.3.1.1 and 3.3.1.3 apply to all of the real property described on Exhibit "A".

3.3.1.6 In particular, the Declarant reserves rights to expand the Community by adding Lots and Parcels used for Residential Purposes within the Community as Future Divisions. Declarant's current plans is to develop the Community pursuant to Future Divisions as development areas. The development areas are described in the Master Plan and may differ from the Development Tracts shown on the Plat and Declaration Map. The development areas are described as follows:

- (a) Development Area 1 consists of forty-eight single family (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight Dwelling Units) and nine (9) Common Element Tracts as shown on the Plat Map.
- (b) Development Area 2, in general, could consist of up to seventy-four (74) additional single-family Lots, eight (8) multifamily Parcels (with potential of thirty-two (32) Dwelling Units) and additional Common Element Tracts.
- (c) Development Area 3, in general, could consist of up to forty-one (41) single family Lots and additional Common Element Tracts.
- (d) Development Area 4 in general, could consist of up to thirty-eight (38) single-family and cottage Lots, eight (8) multifamily Parcels (with potential of thirty-two (32) Dwelling Units) and additional Common Element Tracts.
- (e) Development Area 5 in general, could consist of up to forty (40) single family Lots and additional Common Element Tracts.
- (f) At any time within the period specified in Section 3.3.3 hereof, the Declarant may also create additional Common Elements, or relocate existing common amenities and facilities within the Community.
- (g) Subject to the rights of the City to modify provisions of the Development Plan stated in Section 3.1, during the course of development of the Community, the Future Divisions noted above may be combined, subdivided, or developed in a sequence different from that described above. Declarant's decision in this regard will be market-driven but will be made in a manner consistent with the wishes of Declarant's construction lenders and the City. As a result of the foregoing, the Declarant states pursuant to RCW 64.90.225(h), that no assurances are made with reference to the locations, boundaries or sizes of any proposed parcels of land that could be added to the Community, the sequence in which such parcels

might be added, or whether if any Development Right is exercised in any such parcels subject to that Development Right, that Development Right must be exercised in all or in any other portion of the remainder of that parcel. Declarant shall confirm the addition of any new land to the Community in such Future Division by recording a Future Division Amendment with respect thereto, concurrently with the recordation of the approved Plat for such land.

- (h) Future Divisions will be created in phases and will consist of single-family detached Lots as well as multi-family (attached) Parcels, and Tracts. This Declaration in all of its terms shall apply to the real property within Future Divisions upon recording of the final plat formed in the Future Division on which it is stated the intent is to become a part of the Community. The Declarant reserves the right to remove, modify, add or change any covenants, conditions or restrictions, and reservations specific to the Future Division, in its sole discretion. The word "Subdivision" used in this Declaration shall apply, where applicable, to that portion of the Future Divisions that are subject to the terms of this Declaration and thereafter the reference to Future Division shall refer to the portion not subject to this Declaration, if any.

3.3.2 Procedure for Exercise. The following procedures govern the exercise of Development Rights:

3.3.2.1 General Procedure. To exercise any reserved Development Right, the Declarant must prepare, execute, and record an amendment to the Declaration, including if applicable, a Future Division Amendment in accordance with the requirements of RCW 64.90.285(3). In addition, the Declarant must obtain City approval for and record a final plat for any additional Lots, Parcels or Tracts that may be created in the Future Division Property. The Declarant is the Unit Owner of any Lots or Parcels created.

3.3.2.2 Future Division Amendment to Declaration. A Future Division Amendment to the Declaration shall assign an identifying number to each new Lot or Parcel created and shall reallocate the Allocated Interests following the amendment, using the same formulas or factors for allocation specified in Sections hereof. The Future Division Amendment shall amend Exhibit "C" to remove that portion of the property upon which Lots or Parcels being created are located from the Future Division Property, including those being created. In addition, the Future Division Amendment shall describe any Common Elements created.

3.3.3 Time Limits and other Limitations on Development Rights. The Declarant may exercise the Development Rights described in subsection 3.3 within fifteen (15) years from the date of the conveyance by the Declarant of the first Lot to a Purchaser. Declarant may commence construction of any Improvements relating

to such Development Rights at any time prior thereto, under the Special Declarant Rights reserved in Section 3.4.

3.3.4 Sequence of Exercise of Rights. The Development Rights described in subsection 3.3.1 may be exercised, at any time, at different times and in any order, without further assurances or limitation of any sort, either in all or in any portion of the Property subject to such rights.

### 3.4 Special Declarant Rights.

Pursuant to RCW 64.90.225(1)(g), the Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To complete any Improvements indicated on the Plat Map or described in the Declaration; to exercise any Development Right under Subsection 3.3.1 hereof (or any other provision); to maintain sales offices, management offices, signs advertising the Community, and model homes within the Common Elements and unsold Lots, to use easements through the Common Elements for the purpose of making Improvements within the Community; to make the Community subject to a master association; to merge or consolidate the Community with another community; to attend Meetings of the Unit Owners and, except during an executive session, the Board; to have access to the records of the Association to the same extent as a Unit Owner; and to appoint or remove any officer or Board member of the Association or to veto or approve a proposed action of the Board or Association or any master association during the Declarant Control Period described in Section 7.1 hereof. A failure by the Declarant to veto or approve any such proposed action within thirty (30) days after receipt of written Notice of the proposed action shall be deemed to constitute approval thereof by the Declarant.

3.4.1 Time Limits on the Exercise of Special Declarant Rights. Except with respect to the rights of Declarant Control of the Association which are governed by subsection 7.1, Special Declarant Rights shall terminate upon the sale to a Purchaser of the last Lot that may be created in the Community, or fifteen (15) years from the date of the conveyance of the first Lot in the Community to a purchaser, whichever is earlier.

3.4.2 Divisions. In regard to the phasing of development only, the Declarants exercise of any Development Rights or Special Declarant Rights under Sections 3.1.2, 3.3, and 3.3.3 shall be consistent with the BMC Sections 17.68.200-220.

## ARTICLE IV

### LOTS, DWELLING UNITS AND OTHER STRUCTURES

#### 4.1 Number and Location of Lots.

4.1.1 Initial Lots. The Community initially consists of forty-eight (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight (48) Dwelling Units) and nine

(9) Common Element Tracts. The locations and dimensions of the Lots and Tracts are shown on the Plat Map.

4.1.2 Lots Created by Future Division Development. Including Division I, the Declarant reserves the right to have a combined total of three hundred and fifty-three (353) Dwelling Units within the Community by adding Future Divisions from the Future Division Property, pursuant to Development Rights reserved in Subsection 3.3.1. Reference shall be made to that Subsection for additional information.

4.2 Initial Construction of Improvements within Lots. The Declarant intends to sell unimproved Lots without Dwelling Units located thereon. However, Declarant may decide to construct Dwelling Units in the future. Construction of Dwelling Units and other Improvements on Lots will likely be done by individual Lot purchasers. As provided in greater detail below, any addition, alteration or Improvement upon any Lot shall be consistent with the Declarant's original scheme and shall be constructed in accordance with the Master Plan, building code and other ordinances of the City.

4.3 Subdivision and Combination of Lots.

4.3.1 Subdivision of Lots Prohibited. Subdivision of Lots or Parcels is prohibited in this Community, except (a) when occurring through an exercise of Development Rights, or (b) when the Lot Owner of any Lot or Parcel that has been previously combined with another Lot or Parcel, or that has had its common boundary adjusted with another, later desires to cause such adjustment to be reversed with the consent of the Owner(s) of any other Lot(s) or Parcel(s) affected thereby, in the manner provided in the Governing Law and the Subdivision Ordinance. The condominiumization of individual multi-family buildings located within a Parcel is not a prohibited subdivision.

4.3.2 Combination of Lots. Two or more Lots or Parcels may be combined into a lesser number of Lots or Parcels upon application to the Association by the Owners of those Lots and Parcels and upon approval by the Board pursuant to this Section 4.3, followed by approval by the City under its Subdivision Ordinance. The application to the Board must include plans showing the relocated boundaries, a reallocation of the Allocated Interests of the Lots or Parcels being combined among the Lots or Parcels resulting from the combination, and such other information as the Board may require. Unless the Board determines, after receipt of all required information, that the reallocations are unreasonable or that the proposed boundary relocation does not comply with the Declaration, RCW 64.90.265 and other provisions of law, the Board shall approve the application, subject to approval by the City. Following receipt of approval by the City, the Board shall prepare any amendments to the Declaration and Plat required under the requirements of Subsection 4.3.3.

4.3.3 Amendments to Declaration and Plat. In any circumstance permitted in this Section 4.3, the Association shall prepare an Amendment to the Declaration pursuant to

RCW 64.90.285. Provided, since voting rights are allocated among Dwelling Units, each resulting Dwelling Unit will have only one vote.

4.3.4 Costs to be assessed to affected Lot Owners. All costs, including reasonable attorneys' fees, incurred in preparing and recording amendments to the Governing Documents shall be paid to the Association by the Owners of the affected Lots or Parcels prior to recordation of the required amendments to the Governing Documents.

4.3.5 Payment of Other Fees or Charges. The Association may require payment to the Association of a one-time fee or charge, or continuing fees or charges, payable by the Lot Owners on whose behalf the boundaries are relocated, if reasonably necessary to protect the interests of the Association and its other Members.

#### 4.4 Architectural and Design Review.

4.4.1 Design. Design for Improvements constructed within the Lots and Parcels within this Community shall be consistent with the theme of the Community established by the Declarant. All construction must be approved in writing in advance by the Architectural Review Coordinator ("ARC"), as provided in this Section 4.4 and Section 8.12 below.

4.4.2 Design Review. To preserve a harmonious architectural and aesthetic appearance of Improvements constructed within the Community, no new construction or Improvements of any nature whatsoever shall be constructed or placed on any Lot or Parcel by any person other than the Declarant or its successors and/or affiliate(s) until detailed plans depicting all such Improvements have been reviewed and approved by the ARC. Two copies of such plans, specifications and related data must be submitted to the ARC, along with a Design Review fee of up to \$300.00. Upon approval, one set of plans shall be retained among the permanent records of the Association and one copy shall be returned to the Lot Owner, appropriately marked. The builder and/or Lot Owner are encouraged to submit plans to the ARC at the earliest possible date.

4.4.3 Time for Approval – No Construction Prior to Approval. The ARC shall approve or disapprove plans, specifications and details within the time described in section 8.12 hereof. No construction activity by other Persons other than the Declarant or its successors and/or affiliate(s) may commence prior to such approval.

#### 4.5 Construction on Lots.

4.5.1 No Deviation from Plans – Noncompliance Deemed a Nuisance. Any person obtaining approval of the ARC shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such person shall notify the ARC when the alterations or Improvements are complete. Approval of

any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person. Any addition, alteration or Improvement upon any Lot or Parcel existing in violation of the Governing Documents shall constitute a nuisance and shall be removed or altered to conform to the Governing Documents by the Lot's Owner within thirty days after delivery of notice of the violation to the Lot Owner by the ARC at the Lot Owner's expense.

- 4.5.2 Governmental Permits. Approval by the Declarant or the ARC shall not relieve a Lot Owner from the obligation to obtain any required governmental permits. The Lot Owner shall deliver all approvals and permits required by law to the ARC prior to the commencement of any construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or Improvement to any Lot or Parcel or Improvement located on any Lot or Parcel requires execution by the Association, and provided consent has been given by the ARC, then the application shall be executed on behalf of the Association, without incurring any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or Improvement, or to any person having a claim for personal injury or property damage arising therefrom.
- 4.5.3 Timing of Construction. Any person obtaining approval of the ARC for construction of Improvements on a Lot or Parcel shall commence construction or alteration in accordance with plans and specifications approved within six (6) months after the date of approval and shall substantially complete any construction or alteration within six (6) months after start of excavation/construction, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the Improvement is finished, the Lot or Parcel has been cleaned of construction debris and the Lot or Parcel has been landscaped. Notwithstanding the foregoing, the ARC's approval may provide for a different period during which to commence or complete construction. If any such person does not commence work within six (6) months after approval, or such other time period determined by the ARC, then approval shall lapse.
- 4.5.4 No Permanent Construction within Easements. No permanent building, deck, fencing or other structure shall be constructed within the easements on the Lots or Parcels depicted on the Plat unless approved by the ARC. In addition, City approval is required for any Improvements located within an easement dedicated to the City.
- 4.6 Upkeep of Lots and Dwellings.
- 4.6.1 Lot Owners' General Responsibility. Each Lot Owner, at his or her sole expense, shall have the right and the duty of Upkeep of their Lot, Parcel and the Dwelling

Unit(s), along with landscaping, vegetation and other Improvements erected within the Lot or Parcel, and any equipment, appliances, and fixtures contained therein in good order, condition and repair and shall do all interior and exterior maintenance, repair and replacement at any time necessary to maintain the good appearance and condition of such Lot or Parcel. The landscaping on the Lot or Parcel shall be maintained in a neat and orderly condition, and any lawns shall be regularly mowed. All portions of the Lot or Parcel shall be maintained free of refuse, debris or abandoned vehicles or any other unsightly conditions. Lot Owners shall remove invasive species upon the request of the Association. This Section shall not be construed as permitting any interference with or damage to the structural integrity of either the Common Elements or of any other Lot or Parcel, nor shall it be construed to limit the powers or obligations of the Association hereunder.

- 4.6.2 Upkeep by Association. If Upkeep to portions of a Lot or Parcel for which the Lot Owner is responsible, is reasonably necessary, in the opinion of the Board, to protect the Common Elements or to preserve the appearance and value of the Community, and the Lot Owner of said Lot or Parcel has failed or refused to perform said maintenance or repair as required by section 4.6.1, within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Lot Owner, the Association may, but is not obligated, to perform such Upkeep, provided no breach of the peace is likely to ensue. The costs of such Upkeep shall constitute a Specially Allocated Assessment against such Lot or Parcel, pursuant to section 10.5.
- 4.6.3 Association's Responsibility. The Association shall have primary responsibility to provide Upkeep of the Common Elements.
- 4.7 Alterations of Dwellings and Lots. Subject to the provisions of this Declaration and other provisions of law, a Lot Owner:
- (a) May make any lawful Improvements or alterations to the interior portions of a Dwelling Unit constructed within a Lot Owner's Lot or Parcel that do not directly affect any other Lot, Parcel or the Common Elements;
  - (b) May not change the exterior appearance of any Dwelling Unit or other structure constructed within the Lot or Parcel, nor construct or erect any additional Improvements within the Lot or Parcel without permission of the Board;
  - (c) Any reconstruction of the exterior portions of any Dwelling Unit or other structure constructed within a Lot or Parcel, and the construction of additional Improvements within the Lot or Parcel must be compatible with other Dwelling Units and structures in the Community as determined by the Board; and

(d) May not further add impervious surfaces on the Lot or Parcel after construction of the initial structure is completed without prior approval from the City and to a standard that is consistent with other development in the Community.

4.8 Damaged Improvements. If a Dwelling Unit or other major Improvement located upon a Lot or Parcel is damaged or destroyed, the Lot Owner thereof shall restore the site either (i) by repairing or reconstructing such building or Improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Community. Unless the Board permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs, or reconstruction have not commenced because of factors beyond the control of the Lot Owner, provided that the Lot Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

4.9 Maximum Impervious Coverage. Pursuant to the stormwater permit granted for the Community, there are maximum allowable impervious areas per Lot and Parcel. In order to prevent stormwater runoff that exceeds Stormwater Facility design limitations, each Lot and Parcel within the Subdivision has been assigned a maximum allowable impervious area as shown on the attached Exhibit "E". The combined area of all constructed impervious area per Lot and Parcel, shall not exceed the total amount shown on the attached Exhibit "E" as amended. The Declarant reserves the right to reallocate the maximum allowable impervious area among Lots and Parcels owned by the Declarant. To reallocate the maximum allowable impervious area, the Declarant will prepare, execute and record an amendment to the Declaration, specifically amending Exhibit "E" to show the new allocations to each Lot and Parcel. The Declarant has no right to reallocate as to Lots and Parcels that have been conveyed to a purchaser. Individual Lot Owners may reallocate the maximum allowable impervious area between Lots and Parcels owned by such Owners. This is especially the case for potential builders who would buy multiple Lots to construct Dwelling Units on. Any reallocation of the maximum allowable impervious area must be approved by the City of Blaine and a covenant in the form of Exhibit "F" shall be executed by the Owners of the Lots and Parcels to which the reallocation will occur, as well as be executed by the City of Blaine. A copy of such approved covenant shall be provided to the Association.

## ARTICLE V

### COMMON ELEMENTS AND SPECIAL UPKEEP AND USE

5.1 Description of Common Elements. Common Elements of the Community consist of the following (any terms not defined herein are defined in the Master Plan):



- 5.1.1 Tract 1A is an open space Tract as shown on the Plat Map that serves as an Active Buffer area (See Section 5.5.3 below) including a multi-use trail.
- 5.1.2 Tract 1B is an open space Tract as shown on the Plat Map that serves as a buffer (See Section 5.5.3 below) that includes a stormwater pond and a multi-use trail segment at its east end.
- 5.1.3 Tract 1C is an open space Tract as shown on the Plat Map that serves as an Active Buffer area containing a multi-use trail.
- 5.1.4 Tract 1D is an open space Tract as shown on the Plat Map serving as a Natural Buffer area (See Section 5.3.3 below), and is intended to remain naturally vegetated.
- 5.1.5 Tract 1E is an open space Tract as shown on the Plat Map that will serve as an Active Buffer area, including a multi-use trail.
- 5.1.6 Tract 1F is an open space Tract as shown on the Plat Map that will serve as an Active Commons area, including a multi-use trail and open turf play area.
- 5.1.7 Tract 1G is an open space Tract as shown on the Plat Map serving as a Natural Commons area, and includes a multi-use trail, open turf play area, and picnic area.
- 5.1.8 Tract 1H is an open space Tract as shown on the Plat Map that includes parking allocated as Limited Common Element below. The remainder of this tract will serve as a Natural Buffer area.
- 5.1.9 Tract 1I is an open space Tract as shown on the Plat Map that includes a conservation easement (as described in Section 15.1.9) intended to protect this area in perpetuity as a natural area.
- 5.1.10 The Stormwater Facilities located within any of the Lots, Parcels or Tracts.
- 5.1.11 The monument sign located on Tract 1A just west of the primary entrance to the Subdivision adjacent to H Street.
- 5.1.12 The Common Amenities described in Section 3.2.2 above, including the recreational amenity furniture that is part of the open space areas, as approved under the Master Plan.
- 5.1.13 Any other Common Elements shown on the Plat Map or may be created or added to the Community by the Declarant pursuant to Development Rights as described in Section 3.3.1.

- 5.2 Conveyance or Encumbrance. A conveyance or encumbrance of Common Elements by the Association pursuant to RCW 64.90.465 or other actions by the Association, shall not deprive any Lot or Parcel its rights of access and support.
- 5.3 Common Element Ownership. The Common Elements are owned by the Association. Provided the Declarant shall deed the Tract(s) to the Association upon completion of any work that the Declarant intends to do in such Tract. Provided, if the Declarant fails to record a deed, this Declaration shall constitute the conveyance, as necessary. The Declarant reserves the right to make modifications or Improvements to existing Common Elements. One specific example is the Stormwater Facilities are sized according to the approved plats. It may be more efficient for the development to make Improvements to existing Stormwater Facilities than to create an all-new stormwater pond. The Declarant has reserved rights to make such Improvements or modifications. Provided, all modifications or Improvements shall receive approval from the City prior to construction.
- 5.4 Maintenance, Repair and Replacement. The Association is responsible for maintenance, repair, and replacement of the Common Elements. The use and maintenance of any Common Elements shall be the responsibility of the Association and control of the Association shall be authorized to promulgate reasonable Rules not inconsistent herewith. The use of any Common Elements owned by the Association shall be subject to access and public and private utility easements from time to time granted, conveyed, or reserved by the Declarant or the Association; nothing in any way that alters any Common Element owned by the Association from its existing state shall be permitted, except as contemplated by this Declaration or approved by the Declarant or the Association; there shall be no use of the Common Element owned by the Association that injures or damages the Common Element or the vegetation, increases the cost of maintenance, or causes unreasonable disturbance or annoyance to Lot Owners in their enjoyment of their Lots and Parcels, or in their enjoyment of their Common Element. All use of any Common Element owned by the Association shall be subject to the rules and regulations in effect from time to time.
- 5.5 Special Upkeep and Use. All Common Elements shall be kept in a clean, orderly condition, free from debris.
- 5.5.1 Trails. There is a trail system through the Subdivision that is available for use by the Owners and the general public. Declarant has granted an easement to all Owners in Article XV and the general public in a separate recorded trail easement described in Article XV. The trails are to be used for ingress, egress and passive recreation according to the terms of the trail easement. All trails are to be kept free of debris. The Association is responsible for all maintenance and Upkeep of the entire trail system. The only public trails not falling under the maintenance responsibility of the Association is the multi-use trail located within the Harbor Hills Parkway dedicated right-of-way.

5.5.2 Stormwater Facilities. The Association is responsible for all maintenance, Upkeep and inspections of the Stormwater Facilities. The Association shall conduct a periodic inspection and certify the adequacy of the Stormwater Facilities, including treatment, detention and conveyance systems located outside of the public right-of-way. Following the periodic inspection, a summary report shall be provided to the City of Blaine Public Works Department. Should the periodic inspections identify any deficiencies, an engineering professional shall identify measures required to rectify the deficiency in the report to the City of Blaine. Any required repair, maintenance, or restoration shall be the responsibility of the Association. The inspections and maintenance of the Stormwater Facilities shall be conducted in accordance with the requirements of the East Maple Ridge Stormwater Facilities Operation & Maintenance Manual dated June 3, 2021, as prepared by Associated Project Consultants, Inc. ("Stormwater Manual"), a copy of which is attached as Exhibit "D" and is available from the City of Blaine. As detailed in the Stormwater Manual, there are certain conditions for determining if maintenance actions are required, as identified through inspection. Such maintenance must be conducted by a qualified and licensed maintenance contractor. The inspection of the Stormwater Facilities shall be conducted by a qualified and licensed person and the inspection will be as outlined in the Stormwater Manual. The results of any annual inspection, including recommendations for maintenance and certification shall be provided to the City of Blaine by December 31 of each year. Except as part of Stormwater Facilities Maintenance and/or repair or as otherwise approved by the City of Blaine, no construction, clearing, grading, filling, burning, or chemical maintenance of plants shall occur within any Stormwater Facilities. All costs associated with the Stormwater Facilities maintenance will be the responsibility of the Association to be assessed to the Owners. In the event the Association fails to maintain the Stormwater Facilities as outlined above, the City shall have the right to enter the site and inspect facilities, to make repairs and Improvements if deemed necessary by the City to prevent significant risk to public and private facilities. The City shall have the right to collect the cost of said repairs or Improvements from the Owners in proportion to their Allocated Interests. The Declarant and/or Association shall have the right to enter the Stormwater Facilities to remove vegetation or other items that are inconsistent with the Stormwater Manual or interfere with the Stormwater Facilities. Drainage Facility Maintenance Covenant is required by the City to protect private and public property, private and public drainage infrastructure, natural resources, downstream property owners, and the general public. The Drainage Facility Maintenance Covenant is recorded at Whatcom County Auditor's File No. ~~2021-1004708~~ Pursuant to this Declaration, the Association is completely responsible for the Stormwater Facilities, including as detailed in the Drainage Facilities Maintenance Covenant.

5.5.3 Landscaping and Buffer. The Community has a landscaping plan that must be abided by. The initial plantings will be installed by the Declarant. The Association is responsible for all maintenance and Upkeep of the landscaping as detailed in the landscaping plan and herein. The landscaping shall be kept in a need and orderly

condition by the Association. There is a 20-foot buffer around the entire Community. Of this 20 feet, 15 feet is to remain in its natural state and shall be kept free of yard debris and other items and the remaining 5 feet is to be landscaped pursuant to the landscaping plan. The entire buffer shall be the responsibility of the Association pursuant to the standards set forth herein and the landscaping plan. The five-foot buffer area that is landscaped shall be maintained by the Association according to the standard above.

- 5.5.4 Street Trees. Pursuant to City Public Works Development Standards, the street trees are the responsibility of the Association. While not a Common Element of the Community, the Association shall treat the street trees as if they were a Common Element and shall be responsible for the maintenance or replacement of the trees.
- 5.5.5 Recreational Amenity Furniture. Any recreational amenity furniture installed in the open space areas are part of the Common Elements as described in Section 5.1.12 above. The Association is responsible for all maintenance, repair, or replacement of these items.
- 5.5.6 Prohibition against Dumping. The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.
- 5.5.7 Prohibition against Commercial Pesticides. The Community is located in an aquifer recharge area. Therefore, the use of commercial pesticides is strictly prohibited. The use of fertilizers shall be limited.
- 5.6 Rights of Use and Access. Subject to the other provisions of the Governing Documents, the Lot Owners have a right to use the Common Elements for the purposes for which the Common Elements were intended.
  - 5.6.1 No Interference with Common Elements. No Person shall obstruct any of the Common Elements nor shall any Person place or cause or permit anything to be placed or stored on or in any of the Common Elements without the approval of the Board. Nothing shall be damaged, altered, constructed in, or removed from the Common Elements except with the prior written consent of the Board.
- 5.7 Limited Common Elements.
  - 5.7.1 Description of Limited Common Elements. The Limited Common Elements of the Community consist of the parking area located within Tract 1H which are allocated to Lots 25 through 43 as they are cottage houses without on-street parking. All parking is for the benefit of those Lot Owners and their tenants and guests and are intended to be for short term parking only. The parking is subject to Rules adopted by the Board. Additional Limited Common Elements may be added pursuant to Special Declarant Rights and Development Rights reserved herein.

- 5.7.2 Costs of Upkeep Constitute Specially Allocated Expenses. Costs of Upkeep performed by the Association related to Limited Common Elements constitute Specially Allocated Expenses to be Assessed to the Lots or Parcels served thereby, under the provisions of Section 10.8 hereof.

## ARTICLE VI

### LOT OWNERS ASSOCIATION

- 6.1 Name and Form of Association. The name of the Association shall be "East Maple Ridge Community Association." The Association has been incorporated by the Declarant as a non-profit corporation under the laws of the State of Washington. The rights and duties of the members and the corporation shall be governed by the provisions of the Governing Law and this Declaration. The Association shall remain organized as a nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Governing Law, the Governing Law shall control.
- 6.2 Powers & Duties of Association.
- 6.2.1 Duties & Responsibility of Association. The purposes for which the Association was formed are to maintain, repair, replace and manage the Common Elements of the Community, to provide necessary insurance coverage, and to enforce provisions of the Governing Documents, so as to protect the safety and well-being of Occupants of the Community and preserve the long-term value of the Lots, for the benefit of the Lot Owners. The Board shall consistently adopt Budgets for the Association for operations and reserves that are reasonably calculated to assure that these essential purposes are realized each year of its existence.
- 6.2.2 Statutory Powers Exercised by Board. Except for rights of Lot Owners explicitly reserved in the Governing Law or as elsewhere provided in the Governing Documents, the Board shall have the exclusive right and power to govern the Association and shall have all powers available to community associations under the Governing Law, Articles of Incorporation and Bylaws in order to do so.
- 6.2.3 Power to Assign Future Income. The Association also shall have the power to assign its right to future income (including the right to collect and receive Common Expense Assessments), provided that any specific assignment is ratified in advance by the Lot Owners under the following procedures authorized by the Governing Law:
- (a) The Board must provide Notice of the intent to borrow to all Lot Owners. The Notice must include the purpose and maximum amount of the loan, the estimated amount and term of any Assessments required to repay the loan, a reasonably

detailed projection of how the money will be expended, and the interest rate and term of the loan.

(b) In the Notice, the Board must set a date for a meeting of the Lot Owners, which must not be less than fourteen and no more than sixty days after providing the Notice, to consider ratification of the borrowing.

(c) Unless at that meeting, whether or not a quorum is present, Lot Owners holding a majority of the Votes in the Association reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the Notice.

6.3 Membership in Association. Membership in the Association is automatically associated with and appurtenant to the ownership of a Lot in the Community under the Governing Law. Except in the case of a termination of the Community, the membership of the Association at all times consists exclusively of all Lot Owners.

6.4 Voting.

6.4.1 Voting Process. The manner of voting shall be as prescribed in the Bylaws.

6.4.2 Allocated Interests for Voting. The Declarant has allocated to each potential Dwelling Unit in the Community an equal vote in the Association that is known as the Owner's Allocated Interest for voting. For clarification purposes, any Lot, whether it is developed with Dwelling Units located thereon or not, will have the number of votes in the Association equivalent to the number of Dwelling Units that have been allocated to that Lot. Each single-family residence Lot will have one vote in the Association and any multiple-family Parcels shall have the number of votes equivalent to the number of Dwellings that can be constructed on that Parcel. Provided, in the event a multi-family Parcel is constructed with less Dwelling Units, then the votes shall be based on the number of Dwellings located therein. Membership and voting rights are further specified in the Bylaws.

6.4.3 Special Provisions Related to Development Rights. In the event that the Declarant exercises its Development Right to add additional Lots to the Community, the new Lots shall have votes allocated to them such that all Dwelling Units will continue to have equal voting power in the Association, or the vote allocated to any Lot, expressed as a fraction, will always be the numeral 1 over the number of Dwelling Units in the Community.

6.5 Bylaws of Association.

6.5.1 Bylaws – Consistent with RCW 64.90.410. Bylaws for the administration of the Association and for other purposes not inconsistent with this Declaration have been or will be adopted by the Association. Such Bylaws are designed to be consistent

with the terms and conditions of the Governing Law including, but not limited to, RCW 64.90.410.

- 6.5.2 Hierarchy of Authority. If a conflict ever exists between the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Governing Law.

## ARTICLE VII

### MANAGEMENT OF THE ASSOCIATION

#### 7.1 Management by Declarant – Period of Declarant Control.

- 7.1.1 General Provisions for Declarant Control. Pursuant to RCW 64.90.415, the Declarant has reserved the rights to (a) appoint and remove the officers and members of the Board and (b) veto or approve a proposed action of the Board or the Association.
- 7.1.2 Statutory Limitations on Declarant Control. Declarant Control shall terminate as provided in RCW 64.90.415.

#### 7.2 Authority of the Board.

- 7.2.1 General Authority. The Board, for the benefit of the Community and the Lot Owners, shall have the authority to manage the Community and enforce the provisions of the Governing Documents and Bylaws. The Board has all powers and authority granted to the Association under the Governing Law and this Declaration that are not expressly subject to the approval of Lot Owners.
- 7.2.2 Common Expenses. The Board shall acquire and shall pay for, as Common Expenses, all goods and services requisite for the proper functioning of the Community.
- 7.2.3 Liens or Encumbrances. The Board may also pay any amount necessary to discharge any lien or encumbrance that is claimed to constitute a lien against Common Elements or any portion thereof in violation of RCW 64.90.490(1). Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally found to have committed willful misconduct or gross negligence and thus liable for the cost of discharging it, and any costs and expenses incurred by the Board by reason of such lien or liens shall constitute Specially Allocated Assessments against the Lots responsible, to the extent of their responsibility.
- 7.2.4 Acquisition of Property. The Board may acquire and hold in the name of the Association, for the benefit of the Lot Owners, tangible and intangible personal property and real property and interests therein and may dispose of the same by sale

or otherwise. Except as may be otherwise required under the Governing Law, such property shall thereafter be held, sold, leased, rented, mortgaged, or otherwise dealt with for the benefit of the Association as the Board may direct.

7.2.5 No Business Authority. Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Lot Owners or any of them.

7.3 Right of Entry - Allocation of Responsibility for Damage to Lot upon Entry.

7.3.1 Right of Entry - Notice Generally Required. The Board and its agents, contractors or employees may enter any Lot when necessary in connection with any maintenance, repair, landscaping, or construction for which the Board is responsible, or in the event of a *bona fide* emergency. Except in the case of an emergency, reasonable advance Notice shall be given to the Lot Owner and, if applicable, to any lawful tenant in the Lot. Such entry shall be made with as little inconvenience to the Lot Owner and/or Occupant as practicable.

7.3.2 Allocation of Responsibility for Damage to Lot upon Entry. Any damage caused by such entry shall be repaired by the Association out of the Common Expense fund if the entry was due to an emergency (unless the emergency was caused by the Lot Owner or a lawful Occupant of the Lot entered, in which case the cost shall constitute a Specially Allocated Assessment against the Lot entered) or for the purpose of Upkeep to Common Elements where the repairs were undertaken by or under the direction or authority of the Board. If the Upkeep was necessitated by conditions within the Lot or performed at the request of its Lot Owner or its lawful Occupants, the costs thereof shall constitute a Specially Allocated Assessment against such Lot.

7.4 Board as Attorney in Fact. Each Lot Owner, by the act of becoming an Lot Owner of a Lot, shall be deemed to have irrevocably appointed the Board as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to deal with a Lot upon damage or destruction, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds.

7.5 Board's Authority Exclusive - Lot Owners May Not Direct Association Agents/Employees. The Board's authority with respect to the Common Elements and responsibilities as stated in Article V is exclusive. No Person shall attempt to engage or direct any employee, contractor or agent of the Association or its Manager on any private business of such Person, or to otherwise direct, supervise or in any manner attempt to assert control over such Person during the hours that such Person is working on behalf of the Association.



- 7.6 Board or Association as Trustee. With respect to a third person dealing with the Board or the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third Person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third Person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third Person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

## ARTICLE VIII

### PERMITTED AND PROHIBITED USES, AND ARCHITECTURAL CONTROL

#### 8.1 Permitted and Prohibited Uses.

- 8.1.1 Residential Use. Dwelling Units constructed within Lots or Parcels in this Community shall be used primarily for Residential Purposes and for common social, recreational, or other reasonable uses normally incident to such purposes. Portions of a Dwelling Unit may also be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances, and regulations of any governmental authority with jurisdiction, and so long as such use does not generate any appreciable levels of client or customer traffic, bulk shipping or receiving, or create noise, odors, vibration, or other unreasonable disturbance to other lawful Occupants of the Community.
- 8.1.2 Commercial Uses Restricted. Other than any commercial uses authorized in Section 8.1.1 hereof, there shall be no commercial uses permitted within Lots, Parcels or in the Common Elements.
- 8.1.3 Timesharing. Timesharing is prohibited within the Community.
- 8.2 Vehicle Parking and Operation. Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels" off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment of any length which either require a commercial vehicle operator's license or which exceed 11,000 lbs. in gross vehicle weight), or any type of vehicle or equipment not previously enumerated that exceeds 24 feet in length, may not be stored, kept or maintained anywhere within the Community; provided such items may be maintained within a Lot or Parcel, if fully enclosed within a garage or an approved accessory structure. Bona fide Recreational Vehicles of any size not prohibited by resolution of the Board of Directors may be parked in driveway areas for up to a

maximum of seven (7) consecutive nights to accommodate guests and facilitate the loading, unloading, or cleaning thereof.

- 8.3 Signs. Except as otherwise provided herein, no sign of any kind shall be displayed to the public view on or from any Lot, Parcel, or Common Elements, without the prior consent of the Board. PROVIDED, this subsection shall not apply to Declarant or Declarant's agents, any signs installed for the benefit of the Community, such as monument signs, or signs advertising any commercial uses within adjoining property not located in the Community. A normal Realtor's sign may be placed on any individual Lot or Parcel that is actively for sale. A kiosk or panel designed to display Realtors' signs may be erected at the entrance to the Community for longer-term advertising of Lots or Parcels for sale. Normal yard size signs regarding electoral candidates and/or issues may be placed on individual properties for a period of up to sixty days prior to an election. No signs advertising home businesses are permitted. The Board may establish further Rules regarding signs, to reflect the sentiments of the Community while giving due regard to traditional democratic rights of free speech, religion and expression of Persons owning or occupying Lots or Parcels in the Community. The Board's judgment in such matters, adopted in good faith, shall be conclusive, except as to matters governed by applicable state or federal law.
- 8.4 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or Parcel or upon the Common Elements, except that the keeping of small birds, aquarium fish, well-behaved dogs and/or cats and other well-behaved domestic animals that do not normally leave the Lot or Parcel is permitted, subject to Rules adopted by the Board. The Owners shall exercise appropriate control over their animals, and shall clean up after them and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for their animals to remain anywhere within the Common Elements, but shall properly dispose of all such waste material in a safe and sanitary fashion.
- 8.5 Noise. No Person shall cause or allow any unreasonably loud noise anywhere in the Community, except as reasonably necessary to perform authorized construction, maintenance, and repairs.
- 8.6 Offensive or Illegal Activity. No noxious, offensive, smelly or illegal activity shall be carried on in any Lot, Parcel or the Common Elements, nor shall anything be done therein that is or may become an unreasonable source of annoyance (a nuisance) to other Lot or Parcel Owners or other lawful Occupants of the Community.
- 8.7 Hazardous Substances. A Person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such Person. No Person shall improperly store within or release from a Lot, Parcel or into the Common Elements any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other flammable, toxic, explosive, radioactive, or other type of substance which may be

hazardous to either the Property or to the public health or safety, or the health or safety of any lawful Occupants of the Community.

- 8.8 Accessory or Temporary Structures. Children's playhouses, gardening sheds, dog runs, fenced enclosures and similar Structures or Improvements shall be permissible but shall be located within the backyard of a Lot or Parcel only and shall be maintained in a clean and respectable manner, subject to rules adopted by the Board and must conform with City regulations and standards, including required setbacks.
- 8.9 Fencing. No front yard fencing is allowed. Rear yard fencing is limited to five (5) feet in height and all fencing is subject to ARC approval. Please reference the Master Plan for more details. Fencing on corner Lots shall be in compliance with BMC 17.130.
- 8.10 Restrictions on the Leasing or Short-term Occupancy of Lots or Parcels. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and Bylaws, and that any failure by the lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a party to the lease. All leases shall be in writing, and the Association is entitled to receive a copy of any lease agreement from the Lot or Parcel Owner or the tenant, and the Association is entitled to receive contact information for every tenant. A lease, as defined herein, shall include month-to-month rentals. Transient occupancy under any form of rental or license agreement for periods of less than 30 days is not permitted. Contractual occupancy arrangements are not permitted in the Community, including, but not limited to, promotion, listing or advertising of a Unit for lease, rent or occupancy on websites or services such as Airbnb.com, VRBO.com and/or similar short-term rental marketing/leasing or license arrangements. Subleasing less than all of a Dwelling Unit is not permitted.
- 8.11 Effect on Insurance. Nothing shall be done or maintained in any Lot or Parcel or in the Common Elements that will increase the rate of insurance on the Common Elements or Lots or Parcels without the prior written consent of the Board. No Lot or Parcel Owner or Occupant shall permit anything to be done or maintained in his or her Lot, Parcel or in the Common Elements that will result in the cancellation of any policy of insurance maintained by the Association.
- 8.12 Architectural Control.
- 8.12.1 General Authority of Declarant and board of Directors. To assure the health, safety and enjoyment of persons lawfully using any portion of this Community, and to promote visual harmony within the Community, the Architectural Review Coordinator ("ARC") shall have the power to enforce architectural control over the Improvements constructed within the Community on all Lots or Parcels. Initially, as provided in section 4.4, 4.5 hereof and section 8.12 below, the Declarant shall constitute or designate the ARC to perform such architectural control, and may regulate the external design, signage,

appearance, construction, use and Upkeep of the Property in accordance with the Master Plan and any Design Guidelines adopted for this purpose. The ARC has full authority over the architectural and contract standards detailed in the Master Plan, as well as the landscaping standards in the landscaping plan. as contained in the Master Plan. The architectural and contracts standards, along with the landscaping plan are attached hereto as Exhibit "G". Provided, the Master Plan is subject to change with the City approval and people should reach out to the Association or City for the current version. The Master Plan and landscaping plan are incorporated herein by this reference. To ensure consistency of architectural design during the process of development, the Declarant shall retain such rights during the entire period of development. However, the Declarant also reserves the right, in a Record provided to the Board at an earlier date, to permit the Board of Directors to promulgate or modify Design Guidelines for the Community and to perform architectural control, in whole or in part, as permitted in this Declaration, PROVIDED that construction and development activities on a Lot or Parcel conducted by the Declarant or its Affiliates after such early transfer of architectural control to the Association shall not be affected by any such new or modified Design Guidelines or be subject to architectural review by the Association. The Board of Directors shall have the power to impose reasonable application fees to evaluate any additions or changes to a Dwelling proposed by a Lot or Parcel Owner; such fees shall constitute a Specially Allocated Assessment against the affected Lot or Parcel Owner.

- 8.12.2 Authority to Perform or Delegate Functions of ARC. The Declarant or its designees shall initially serve as the ARC for the Association. After the Declarant has ceased performing architectural control as described above, the Board of Directors may directly perform the activities of the ARC, or the Board may designate an individual to be the ARC, or it may establish an Architectural Review Committee (also to be known as the "ARC"), to coordinate compliance with the Design Guidelines of the Community, and perform such additional functions as may be delegated to it in the Bylaws or in a resolution of the Board adopted for such purpose.
- 8.12.3 Time for Approval – No Construction Prior to Approval. The ARC shall approve or disapprove plans, specifications, and details within six weeks of receipt thereof. Upon a failure to respond within such period, then the plans shall be deemed approved. No construction activity may commence prior to such approval. By regulation, the Board may establish more specific timeframes for the granting of approval following the termination of the Declarant Control Period.
- 8.12.4 Status of Master Plan and Design Guidelines. The Master Plan as well as any Design Guidelines approved by the Declarant or by the Board of Directors shall be enforceable as if set forth in full herein as covenants.

8.12.5 Authority to Grant Variances. The ARC shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Lot or Parcel Owner but describing the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. ARC precedent shall be deemed useful, but not conclusively binding. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed lawful.

8.12.6 No Liability for Architectural Review. Neither the Declarant nor the Association nor any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration, with respect to elements of architectural control or as to scenic views, or otherwise.

## ARTICLE IX

### COMMON EXPENSES AND ASSESSMENTS

#### 9.1 Annual Budget for the Association.

9.1.1 General Provisions for the Annual Budget. At such time as may be deemed necessary or desirable by the Board, the Board shall prepare an annual budget that shall estimate the Common Expenses to be paid during such year. The budget shall make provision for creating, funding, and maintaining reserves required by section 9.2, and shall take into account any expected income and any surplus determined to be available under the reconciliation required under RCW 64.90.475 from the prior year's operating fund. The Declarant or the Board may at any suitable time establish the first budget. If deemed necessary by the Board any budget may be revised prior to the end of its budget year in compliance with RCW 64.90.525.

9.1.2 Specific Statutory Requirements for Annual Budget. The Board's proposed Budget must be adopted and ratified as required by RCW 64.90.525.

#### 9.2 Reserves for Major Repairs and Replacements.

9.2.1 Establishment of Reserves – Status and Uses of Reserve Funds. The Board of Directors may establish and maintain reasonable reserves for major repairs and replacements. The Association may be exempt from preparing a reserve study under RCW 64.90.545 because it has only nominal reserve costs. If a reserve study is prepared, the Board shall have a reserve study prepared that is in compliance with RCW 64.90.550.

- 9.2.2 Reserve Account. The Association shall maintain any reserve accounts consistent with the requirements of RCW 64.90.535 and .540.
- 9.3 Working Capital Fund. To facilitate project approval by institutional lenders, upon closing of conveyances of each Lot or Parcel to a Purchaser, the Association may assess and collect a working capital contribution for such Lot or Parcel, in such amount equal to Two Hundred Fifty Dollars (\$250) per Lot or Two Hundred Fifty Dollars (\$250) per Dwelling that may be constructed on each Parcel. Such payments do not constitute advance payments of regular Assessments and working capital contributions may not be used to defray expenses that are the obligation of the Declarant. When unsold Lots or Parcels are sold, the Declarant may use funds collected at closing to reimburse itself for funds it may have paid the Association for such unsold Lots' or Parcels' shares of the working capital fund.
- 9.4 Assessments against Lots.
- 9.4.1 Liability of Lots. Assessments for Common Expenses must be made at least annually based on a budget adopted in the manner described in sections 9.1 and 9.2 hereof.
- 9.4.2 Assessments in Proportion to Common Expense Liability. All Common Expenses must be assessed against all the Lots in accordance with their allocated Common Expense upon conveyance of the first Lot to a Purchaser, subject to the right of the Declarant to delay commencement of certain Common Expenses under subsection 9.4 below.
- 9.4.3 Special Assessments. The Board has the power of special assessments for any purpose the Board deems necessary to fulfill the Association's purpose. Special assessments may be allocated to some, but not all of the Lots or Parcels, if the special assessment is caused by the act or omission of the Lot Owner of a particular Lot or if the purpose of the special assessment is to benefit some but not all of the Lot Owners. The Board at any time may propose a special assessment pursuant to RCW 64.90.525(3).
- 9.5 Annual Assessment. Unless otherwise determined by the Board, the annual Assessment against each Lot or Parcel shall be due and payable on the date the Notice of the Assessment provides for. Provided, the Board may allow for assessments to be paid in installments, whether monthly, quarterly, or otherwise.
- 9.6 Option of Declarant to Pay Some or All Expenses of Association. Pursuant to RCW 64.90.480(1)(b), the Declarant may cause the Association to delay commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses, in which event the Declarant must pay to the Association all of the Common Expenses or Specially Allocated Expenses that have been delayed. If the Declarant intends to

exercise its statutory option to cause the Association to delay the payment of Assessments, the Declarant shall so state in the Public Offering Statement for the Community, and therein shall specify the timing and other conditions associated with the Declarant's obligation to fulfill its obligation to the Association to pay the Assessments so deferred. The Declarant has reserved Development Rights to add additional Lots and Parcels to the Community; therefore, the Declarant may delay commencement of assessments for such Lots or Parcels in the same manner.

9.7 Allocated Interests for Common Expense Liability; Procedure on Reallocation.

9.7.1 Initial Allocation of Liability for Common Expense Assessments. Pursuant to RCW 64.90.235(1)(a), the Declarant has allocated to each Lot and Parcel in the Community a liability for payment of the Common Expenses of the Association that is known as the Lot's Allocated Interest for Common Expense Liability. This liability has been allocated to the Lots and Parcels based on the number of Dwelling Units that may be constructed thereon. Nevertheless, a Lot's liability for Common Expense Assessments under such Allocated Interests is subject to adjustment under the provisions of Subsections 3.3.2 and 10.8 hereof.

9.7.2 Reallocation. In the event that the Declarant exercises a Development Right to create additional Lots, Parcels and/or Dwelling Units in the Community, these initial Allocated Interests shall be reallocated pursuant to Subsection 3.3.2 hereof. If Common Expense liabilities are reallocated, through an exercise of Development Rights or otherwise, Common Expense Assessments or any installment thereof not yet due under the prevailing Budget shall be recalculated by the Board in accordance with the reallocated Common Expense liabilities, and each Lot or Parcel shall thereafter be liable for the revised Assessments due upon such recalculation.

9.8 Specially Allocated Assessments. The Association has the authority to impose Specially Allocated Assessments for Specially Allocated Expenses. These Specially Allocated Assessments are not subject to inclusion in the Association's Annual Budget, but they shall be passed in the same manner as the Annual Budget as stated in section 9.1.

9.9 Association Accounts. The Association must keep all funds of the Association in the name of the Association with a Qualified Financial Institution.

9.10 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must either be paid annually to the Lot Owners in proportion to their Common Expense liabilities or credited to them to reduce their future Common Expense Assessments, at the Board's discretion.

9.11 Non-Judicial Foreclosure. Each and every Lot Owner of any Lot or Parcel in the Community, by virtue of his or her acquisition by any means of title to such Lot or Parcel, shall take such title subject to the Association's lien for Assessments. Pursuant to RCW 64.90.485(13)(b), the Declarant as "Grantor" does hereby grant, bargain, sell

and convey to Whatcom Land Title Company as "Trustee" in trust WITH POWER OF SALE, the Lots/Parcels and all other real property in the Community which property is not used principally for agricultural purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any manner appertaining, and the rents, issues and profits thereof, to secure the obligations of the Lot Owners to the Association, as "Beneficiary," for the payment of any Assessments lawfully levied under this Declaration. Each and every Lot Owner shall be deemed for all purposes, as of the time of his or her acquisition of title to any Lot or Parcel in the Community, to have joined as an additional "Grantor" in the conveyance in trust above described, and to have at that time granted, bargained, sold and conveyed his or her Lot/Parcel, to such Trustee, to secure all obligations imposed by this Declaration on such Lot Owner to pay Assessments to the Association. The Power of Sale provided and granted herein shall be operative in the case of a default in the obligation to pay Assessments; upon default by such Lot Owner in the payment of any indebtedness secured hereby, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, the Trustee shall sell the Lot as trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any Person except Trustee may bid at Trustee's sale. The Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable trustee's fee and attorney's fee; (2) to the obligations secured by this Declaration; (3) the surplus, if any, shall be distributed to the Persons entitled thereto.

- 9.12 Liens and Enforcement. Assessment lien priority, assessment collection and other related matters are set forth at RCW 64.90.485. The Board shall proceed with the collection of assessments and enforcement of the Association's rights as provided in RCW 64.90.485 as it exists on the date of recording of this Declaration.
- 9.13 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them concurrently, along with any other remedies that may be available under the law although not expressed herein. Suit to recover a personal judgment for any delinquent Assessment is maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.
- 9.14 Rent Payable to Association Upon Default of Lot Owner. (a) If a Lot as Dwelling Unit(s) is rented or leased by its Lot Owner, and if the Lot Owner becomes delinquent in the payment of Assessments for more than 90 days, the Association may collect the delinquent amount from the tenant, who shall pay over to the Association so much of the rent for such Lot or Dwelling Unit(s) as is required to pay such delinquency, plus interest, attorneys' fees, and other costs of collection. In order to avail itself of the remedy contained in this subsection, the Association shall first send a Notice jointly to the Lot Owner and the tenant by First Class U.S. Mail, advising both parties [i] of the Lot Owner's delinquency in Assessments, [ii] of the tenant's obligations under this subsection of the Declaration, and [iii] notifying both parties that if such delinquency is not cured within ten (10) days of mailing, the tenant must commence paying rent to the



Association until the delinquency has been cured. The tenant shall not have the right to question payment to the Association, and such payment shall discharge both the tenant's duty to pay rent to the Lot Owner and the Lot Owner's obligation to pay Assessments, *pro tanto*. The Association shall not resort to this remedy where a receiver has been appointed and is collecting such rents. (b) Every Lot Owner, by virtue of taking title to a Lot or Parcel in this Community and subsequently renting the Lot or Dwelling Unit(s), shall be deemed for all purpose to have consented in advance to the Association giving the Notice described in this subsection to a Lot Owners' tenant. No additional consent or authorization from any Lot Owner shall be required in advance of the Association providing such a Notice.

## ARTICLE X

### INSURANCE

#### 10.1 Authority, General Provisions, Name of Insured.

10.1.1 General Provisions. Commencing not later than the time of the first conveyance of a Lot or Parcel to a Person other than the Declarant, the Board of Directors shall obtain and maintain for the Association: property insurance, commercial general liability insurance, fidelity insurance and other insurance described in greater detail below in this Section 10, under such terms and for such amounts as shall be deemed necessary or desirable by the Board. Levels of coverage and deductibles from coverage shall be determined annually by the Board with assistance from the agent of the insurance company or companies affording such coverage. Unless not reasonably available, such coverage shall follow the terms, conditions and amounts required by Section 10.2 hereof.

10.1.2 Name of Insured - Certain Insuring Arrangements Prohibited. The name of the insured under each required policy shall be stated as follows: "East Maple Ridge Community Association." The Association must be the First Named Insured under each policy. Having the Association named as an "additional insured" or "additional named insured" in a pooled insurance program or agreement maintained by a Managing Agent or other third party, which provides coverage to unrelated projects, does NOT satisfy this requirement.

10.1.3 General Insuring Scheme - Limited Coverage for Owners and Tenants. The Association is not a guarantor of the health, safety or property of the Lot Owners, tenants, or other Occupants of the Community. The Association's policy does not and cannot provide coverage for the Dwelling Unit on the Lot or Parcel or other real property or personal property owned by or belonging to any Lot Owner, tenant, or other Occupant of a Lot or Parcel, nor will the Association's policy provide coverage for liability for harm arising within a Lot. Further, the property coverage provided under the Association's policy

will always include a “deductible,” with the result that no loss to common property will be completely covered under the Association’s policy.

10.1.4 Owners and Tenants Responsible for Acquiring their Own Insurance. Because of the limitations in coverage afforded under the Association’s policy, Lot Owners and tenants must acquire their own insurance coverage in order to be protected.

10.2 Association’s Policies and Coverage.

10.2.1 Property Insurance. Any insurable portions of the Common Elements in this Community, along with any real property that must become Common Elements, shall be insured against casualty or physical damage in an amount equal to the maximum insurable replacement value thereof (i.e., 100% of replacement costs based upon the value of replacing all such insurable Improvements in the Community exclusive of land, excavations, and foundations, utilizing contemporary building materials and technology. Such coverage shall afford protection against loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard “broad form” and/or “special” extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for similar projects. The policy shall also cover other Common property including fixtures, building service equipment and common personal property and supplies owned by the Association or included in the Common Elements. It is intended that insurance coverage obtained by the Board be the most comprehensive insurance that is currently available for projects similar in age and size to this Community.

10.2.2 Liability Coverage. The Association’s policy shall provide coverage for liability for death, personal injury and property damage arising from the use, ownership, or maintenance of any of the Common Elements, along with medical payments insurance. Such liability insurance should also cover any commercial spaces that are owned by the Association, even if they are leased to others. Coverage should be afforded under a commercial general liability policy for the entire Community, including all areas under the supervision of the Association. Limits of liability shall in no event be less than \$1,000,000 with respect to any single occurrence.

10.2.3 Fidelity Insurance. The Association must also obtain blanket fidelity insurance for any person who either handles (or is responsible for) funds that he or she holds or administers, whether or not that individual receives compensation for services; such a policy should name the Association as the insured and include a provision that calls for at least thirty days’ written notice to the Association before the policy can be canceled or substantially modified for any reason. The policy should cover the maximum funds that will be in the custody of the Association or its Manager at any time while the policy is in force. A Manager

that handles funds for the Association shall be named either as an employee or as a designated agent under the Association's fidelity policy, or an endorsement thereto, as appropriate.

10.2.4 Directors' and Officers' Insurance. Unless not reasonably available, the Board shall acquire Directors' and Officers' errors and omissions insurance to satisfy the Association's indemnification obligations under the Bylaws of the Association.

10.2.5 Miscellaneous Coverage. The Board may obtain coverage for earthquake and/or flood damage, and other forms of coverage reasonably available in the insurance marketplace that may appear necessary or desirable from time to time.

### 10.3 Certificates of Insurance Coverage.

An insurer that has issued an insurance policy to the Association must issue certificates or memoranda of insurance to the Association and, upon a request made in a Record, to any Lot Owner or holder of a security interest. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy without complying with this Section 10.

### 10.4 Owners' and Tenants' Policies.

10.4.1 Owners must acquire their own Insurance. Each Lot Owner should obtain, at such Owner's expense, a homeowner's insurance policy, to insure against loss or damage to the Dwelling Unit and other Improvements on the Lot or Parcel, and to personal property used in or incidental to the occupancy of the Lot or Parcel. Such coverage shall afford protection against:

(a) loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard "broad form" and/or "special" extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for Dwelling Units in similar projects.

(b) liability for death, personal injury and property damage arising from the use, ownership or maintenance of any part of the Lot or Parcel, additional living expense, loss of rent, vandalism or malicious mischief, theft, personal liability, loss assessment coverage, and the like.

10.4.2 Tenants must acquire their own Insurance. Tenants may be held liable to the Association under circumstances described in detail in Section 12.4 hereof, and

to other third parties under general principles of law. As a result, any tenant must obtain an HO-4 insurance policy, or equivalent, to protect the tenant from liability for death, personal injury and property damage arising from the use, occupancy or maintenance of any part of the Lot, along with loss to personal property, additional living expense, vandalism or malicious mischief, theft and the like.

10.4.3 Board has no Obligation to Monitor Lot Owners' Insurance. The Association has no insurable interest in the Lots or Parcels, the Dwelling Units or personal property owned by Lot Owners, tenants, or other Occupants. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under this Section 10; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Lot Owner or tenant. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure for the risks described in Section 10.5 and for any other risks for which coverage is readily available under HO-3 or HO-4 policies. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

#### 10.5 Reconstruction.

10.5.1 Reconstruction Following Casualty Loss. Any portion of the Community for which insurance is required under this Section and for which the Board of Directors has the responsibility of repair that is damaged or destroyed shall be repaired or replaced as required by RCW 64.90.470(8).

10.5.2 Manner of Reconstruction. If destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall be accomplished as nearly as practicable to the character of the building or Improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with then prevailing Building Code requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

### ARTICLE XI CONDEMNATION

Provisions dealing with the effect of condemnation proceedings affecting this Community appear in RCW 64.90.030 and are otherwise not set forth herein.

ARTICLE XII  
COMPLIANCE WITH LAW AND COVENANTS

- 12.1 Compliance by Lot Owners and Occupants. Each Lot Owner, tenant or other Occupant of a Lot or Parcel shall comply strictly with the provisions of the Governing Law and the Governing Documents and Bylaws. All remedies provided to the Association in this Article may be enforced against any tenant or other Occupant of a Lot or Dwelling Unit.
- 12.2 Hearing to Determine Lot Owner's Liability. A Lot Owner whose conduct is determined by the Board to justify imposition of a special assessment pursuant to this Declaration, Governing Law or Bylaws shall be first provided with Notice of the Board's intentions and an opportunity to be heard, in the manner provided in the Bylaws for hearings regarding the imposition of sanctions against a Lot Owner.
- 12.3 Enforcement by Association. The Board shall have primary responsibility for maintaining and enforcing compliance with the Governing Documents and Bylaws.
- 12.4 Tenants and other Occupants Subject to Rights and Responsibilities of Lot Owners.
- 12.4.1 General Principles. Any Tenant or other Occupant of a Lot shall be deemed to be bound by all portions of the Governing Documents and Bylaws that are binding upon the Lot Owner thereof, other than the direct obligation to pay Common Expense Assessments to the Association. All rights, remedies and procedures available to the Association when dealing with Lot Owners under the Governing Documents or Bylaws shall be available to the Association when dealing with any tenant or other Occupant of a Lot Owner.
- 12.4.2 Remedies against Tenants. If a tenant of a Lot Owner violates the Governing Documents, in addition to exercising any of its powers against the Lot Owner, the Association may:
- (a) After giving Notice to the tenant and the Lot Owner and an opportunity to be heard, levy reasonable fines against the tenant and the Lot Owner for the violation; and
- (b) Enforce any other rights against the tenant for the violation that the Lot Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Lot Owner, or both. The rights referred to in this subsection may be exercised only if the tenant or Lot Owner fails to cure the violation within ten days after the Association notifies the tenant and Lot Owner of that violation.
- 12.5 Board's Discretion regarding Enforcement. The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or

commencing an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claim made by or against it.

- 12.6 Enforcement. The Declarant and each Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, and reservations, now or hereafter imposed by this Declaration. The failure of the Declarant or of any Lot Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to a judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

### ARTICLE XIII

#### LIMITATION OF LIABILITY

- 13.1 Liability of Directors and Officers. In the performance of their duties, officers and board members must exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized and are subject to the conflict-of-interest rules governing directors and officers, under chapter 24.06 RCW.
- 13.2 Indemnification of Declarant. The Association and each Owner shall defend, indemnify, and hold the Declarant harmless from any claim, expense, or liability based on the failure of the Association or such Owner to comply with applicable duties and obligations under: the Declaration, Association Articles of Incorporation or Bylaws, or Association Rules and Regulations, or under applicable law. This indemnification includes the obligation of the Association to maintain the Common Elements, including the special upkeep and use requirements found in Section 5.5, as well as the Drainage Facility Maintenance Covenant described Section 5.5.2.
- 13.3 Indemnification of Officers and Directors. The Association shall indemnify and hold harmless each of the directors and officers of the Association from and against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Association or the Lot Owners unless such contract was made in bad faith or contrary to the provisions of the Governing Documents or Bylaws. The Directors and officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that (s)he is or was a director or officer, against amounts paid in settlement incurred by him/her in connection with such action, suit or proceeding if she/he acted in good faith and in a manner she/he reasonably believed to be in, or not opposed to, the best interests of the Community or the Association, to the fullest extent authorized by RCW 23B.08.510, .520, .530, and .570, and any amendments thereto.

ARTICLE XIV  
MORTGAGEE PROTECTION

- 14.1 Rights Available only to Eligible Mortgagees. With respect to any action requiring the consent of a specified number or percentage of holders of Security Interests, the consent of only Eligible Mortgagees holding a first lien Security Interest need be obtained and the percentage must be based upon the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.
- 14.2 Implied Approval by Mortgagee. The failure of an Eligible Mortgagee to respond within sixty (60) days to a written request from the Association delivered by certified or registered mail to such Eligible Mortgagee, "return receipt requested," seeking approval of [i] an amendment to the Community Declaration or the Articles of Incorporation or Bylaws of the Association, or [ii] any other proposed action of the Association as to which the approval of Eligible Mortgagees is required, shall constitute an implied approval by such Eligible Mortgagee of such amendment or other action.
- 14.3 Rights of Secured Lenders – Specific Provisions.

14.3.1 Lenders entitled to Notice of Certain Actions.

The Association shall give prompt written Notice to each Eligible Mortgagee of, and each Lot Owner hereby consents to, and authorizes the giving of Notice of:

- (a) Any condemnation loss or any casualty loss that affects a material portion of the Community or any Lot in which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgagee;
- (b) Any delinquency in the payment of Common Expense Assessments owed by a Lot Owner whose Lot is subject to a first Mortgage held, insured, or guaranteed, by such Eligible Mortgagee;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in section 14.4 below (in which case, Notice shall be provided by certified or registered mail, "return receipt requested"); and
- (e) Any judgment rendered against the Association in excess of \$5,000.00 that is not covered by insurance.

14.4 Notice and Consent Required for Certain Actions.

14.4.1 Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Governing Law, no amendment of any material provision of the Governing Documents by the Association described in this subsection, the effect of which in the opinion of the Board would have a material adverse effect on lenders, may be effective without Notice to all Eligible Mortgagees, and the approval by Owners of Lots to which at least 67% (or any greater Lot Owner vote required in this Declaration or the Governing Law) of the votes in the Association are allocated, and approval in writing by Eligible Mortgagees who represent at least 67% (or any greater Eligible Mortgagee approval required by this Declaration) of the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.

14.4.2 Specific Actions. Notwithstanding any lower requirement permitted by this Declaration or the Governing Law, the Association may not take any action that, in the opinion of the Board, would have a material adverse effect on lenders, without Notice to all Eligible Mortgagees, approval by Owners of Lots to which at least 67% (or the indicated percentage, if different) of the votes in the Association are allocated, and approval in writing by Eligible Mortgagees who represent at least 67% (or the percentage indicated below, if different,) of the votes attributable to Lots with respect to which Eligible Mortgagees have an interest; the following (other than those taken pursuant to rights reserved by the Declarant as Development Rights) could be viewed as holding the potential for a material adverse effect on lenders:

(a) Any action to abandon or terminate the legal status of the Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required.

(b) Abandon, partition, subdivide, encumber, sell, transfer or convey the Common Elements or any portion thereof, as to which the approval of Lot Owners to which at least eighty percent (80%) of the votes in the Association are allocated is required, and the procedures specified in subsection 14.4.2 hereof must be followed. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Association will not be deemed a transfer within the meaning of this clause;

(c) The assignment of the future income of the Association, including its right to receive Common Expense Assessments.

(d) The restoration or repair of the Property after hazard damage, as to which the approval of Lot Owners to which at least eighty percent (80%) of the votes



in the Association are allocated is required, or after a partial condemnation, in a manner other than specified in the Governing Documents.

(e) The merger of the Community with any other common interest community.

- 14.5 Rights of Association Lenders. A lender who has extended credit to the Association secured by an assignment of income or an encumbrance on the Common Elements may enforce its security agreement in accordance with its terms, subject to the requirements of the Governing Law and other law. A requirement that the Association must deposit its periodic common charges before default with the lender to which the Association's income has been assigned, or increase its common charges at the lender's direction by amounts reasonably necessary to amortize the loan in accordance with its terms, does not violate the prohibitions on lender approval contained in RCW 64.90.295(1), but lender requirements for deposits of Association income must be consistent with the provisions of RCW 64.90.530(3).

## ARTICLE XV

### EASEMENTS

#### 15.1 Easements for Lots, Lot Owners and Association Functions.

- 15.1.1 Easements for Association Functions. There is hereby reserved to the Association, or its duly authorized agents, contractors and representatives, such easements (i.e., Upkeep of Lots and Common Elements and facilities, rights of entry and access, emergency access, regulatory responsibilities, utilities and driveways, trail maintenance), as described below, and as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents and Bylaws, including but not limited to the right of Upkeep by the Association in Section 4.6.2.
- 15.1.2 Easement for Emergency Access. A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Elements to all police, fire, ambulance, and other rescue personnel for the lawful performance of their functions during bona fide emergencies as set forth on the Plat Map.
- 15.1.3 Right of Access. The Association, and City and their respective agents shall have a perpetual and nonexclusive easement and right, without any liability to the Lot Owner, for ingress/egress through any Lot or Parcel (other than any portion thereof upon which a structure has been erected) for the purpose of maintaining any and all Common Elements, and exercising their rights hereunder, including, but not limited, to easements for utilities, sanitary sewer, storm sewer, power, water, telephone service, cable television and gas, owned by or given for the benefit of the Association, or City, and for the purpose of enforcing any restrictions contained in this Declaration, as applicable.

- 15.1.4 Utility Easements. Non-exclusive easements for utilities (including drainage, sewers, water pipes, utility facilities and services, water supply, electricity, gas, telephone, communications and television) are hereby reserved over, under, upon, in and through all roadways, alleyways, private lanes, walkways, and over, under, upon, in and through those certain portions of Lots or Parcels in which they are and/or shall be installed, laid, constructed, repaired and renewed, operated, maintained and inspected. This reservation of easements is for the benefit of the Declarant and its successors or assigns, as well as for the benefit of the Association, City, Puget Sound Energy, Cascade Natural Gas Company, Comcast, Pogo, Zply, and any other purveyors of such services as herein before described, as well as any of their successors in interest. To the extent there is a utilities conflict, the City shall have priority.
- 15.1.5 Easements for Regulatory Responsibilities. Easements necessary for Declarant and Association to complete all obligations and responsibilities related to the Subdivision imposed by any local, state, or federal jurisdiction or regulatory agency, including but not limited to obligations or responsibilities in the Stormwater Maintenance Manual are hereby reserved over, under, upon, in and through the Tracts, Lots and Parcels as necessary.
- 15.1.6 Easements for Shared Driveways. The multi-family Parcels within MF-1 through MF-12 will have shared driveways, as shown on the Plat and described herein.
- 15.1.6.1 Parcels MF-1, M-2, and MF-3 Access and Utility Easement. Reciprocal access and utility easements are reserved, declared, and created that benefit and burden Parcels MF-1, MF-2, and MF-3, as shown on the face of the Plat. The private driveway located within the access and utility easement area is intended to be the primary access for each of the Dwellings located in each of the Parcels, including invitees, guests, guest, and occupants. Each Owner, tenant, and occupant agree to not allow the driveway to be blocked or impeded by parking or otherwise block or park within the private driveway. The private driveways located within the access easement areas shall be maintained, repaired and replaced by the Association with the cost of Upkeep performed by the Association related to the driveways to constitute Specially Allocated Expenses to be Assessed to the Parcels served thereby, under the provisions of Section 10.8 hereof. Provided, if the necessary maintenance/repair is caused by an Owner, they shall be assessed the cost of such maintenance/repair pursuant to this Declaration for the repair to restore the driveway to the original condition. The shared driveways are subject to Rules adopted by the Association. Any utilities serving an individual Parcel shall be maintained by that Parcel Owner, while any portion of utilities shared by two or more Parcels,

will be maintained by all Parcels utilizing the utilities with the cost being shared equally of the Parcels utilizing that utility.

15.1.6.2 Parcels MF-4, M-5, and MF-6 Access and Utility Easement. Reciprocal access and utility easements are reserved, declared, and created that benefit and burden Parcels MF-4, MF-5, and MF-6, as shown on the face of the Plat. The private driveway located within the access and utility easement area is intended to be the primary access for each of the Dwellings located in each of the Parcels, including invitees, guests, guest, and occupants. Each Owner, tenant, and occupant agree to not allow the driveway to be blocked or impeded by parking or otherwise block or park within the private driveway. The private driveways located within the access easement areas shall be maintained, repaired and replaced by the Association with the cost of Upkeep performed by the Association related to the driveways to constitute Specially Allocated Expenses to be Assessed to the Parcels served thereby, under the provisions of Section 10.8 hereof. Provided, if the necessary maintenance/repair is caused by an Owner, they shall be assessed the cost of such maintenance/repair pursuant to this Declaration for the repair to restore the driveway to the original condition. The shared driveways are subject to Rules adopted by the Association. Any utilities serving an individual Parcel shall be maintained by that Parcel Owner, while any portion of utilities shared by two or more Parcels, will be maintained by all Parcels utilizing the utilities with the cost being shared equally of the Parcels utilizing that utility.

15.1.6.3 Parcels MF-7, M-8, and MF-9 Access and Utility Easement. Reciprocal access and utility easements are reserved, declared, and created that benefit and burden Parcels MF-7, MF-8, and MF-9, as shown on the face of the Plat. The private driveway located within the access and utility easement area is intended to be the primary access for each of the Dwellings located in each of the Parcels, including invitees, guests, guest, and occupants. Each Owner, tenant, and occupant agree to not allow the driveway to be blocked or impeded by parking or otherwise block or park within the private driveway. The private driveways located within the access easement areas shall be maintained, repaired and replaced by the Association with the cost of Upkeep performed by the Association related to the driveways to constitute Specially Allocated Expenses to be Assessed to the Parcels served thereby, under the provisions of Section 10.8 hereof. Provided, if the necessary maintenance/repair is caused by an Owner, they shall be assessed the cost of such maintenance/repair pursuant to this Declaration for the repair to restore the driveway to the original condition. The shared driveways

are subject to Rules adopted by the Association. Any utilities serving an individual Parcel shall be maintained by that Parcel Owner, while any portion of utilities shared by two or more Parcels, will be maintained by all Parcels utilizing the utilities with the cost being shared equally of the Parcels utilizing that utility.

15.1.6.4 Parcels MF-10, MF-11, and MF-12 Access and Utility Easement. Reciprocal access and utility easements are reserved, declared, and created that benefit and burden Parcels MF-10, MF-11, and MF-12, as shown on the face of the Plat. The private driveway located within the access and utility easement area is intended to be the primary access for each of the Dwellings located in each of the Parcels, including invitees, guests, guest, and occupants. Each Owner, tenant, and occupant agree to not allow the driveway to be blocked or impeded by parking or otherwise block or park within the private driveway. The private driveways located within the access easement areas shall be maintained, repaired and replaced by the Association with the cost of Upkeep performed by the Association related to the driveways to constitute Specially Allocated Expenses to be Assessed to the Parcels served thereby, under the provisions of Section 10.8 hereof. Provided, if the necessary maintenance/repair is caused by an Owner, they shall be assessed the cost of such maintenance/repair pursuant to this Declaration for the repair to restore the driveway to the original condition. The shared driveways are subject to Rules adopted by the Association. Any utilities serving an individual Parcel shall be maintained by that Parcel Owner, while any portion of utilities shared by two or more Parcels, will be maintained by all Parcels utilizing the utilities with the cost being shared equally of the Parcels utilizing that utility.

15.1.7 Trail Easement. The Declarant hereby grants, reserves, and conveys to all Owners a non-exclusive, perpetual easement for pedestrian and bicycle access over and across the trail system located in Tracts 1A, 1B, 1C, 1F, and 1G, as well as specifically shown on the Plat Map between Lot 13 and Lot 14 and continuing across Tract 1E. In addition, a separate trail easement is also established in favor of the general public and the Association pursuant to the recorded trail easement at Whatcom County Auditor's File No. 2021-1004709. The trail system will be expanded with Future Divisions. The intent of this trail easement is to provide for trail access and recreation across the open space of the Subdivision. This trail easement is for the benefit of all Lots in the Property and the general public, and shall be part of the Common Elements. The Association shall be responsible for the maintenance and Upkeep of the trail system, as provided in this Declaration. The Association may establish and maintain signs along the trail system as may

be approved by the City for the purposes of identifying and protecting open space and stormwater facilities. Except for the portion of the trail system located within Tract 1E and Lots 13 and 14, the trail easement granted herein is “as built” (meaning the easement is granted over the entire Tract but the easement itself is limited to the area that the trail is actually located), as the trail system has not been precisely located. The trail easement is limited to the constructed trail only and does not extend to any other real property within the Property. The Association may record an updated survey showing the exact location of the trail easement.

15.1.8 Emergency Access Easement. The construction of the infrastructure within Development Area 1 will commence the construction of the road system throughout the entire project. Upon completion of Development Area 1, the road system will not provide for multiple permanent exit points from the development. Therefore, a temporary emergency access way is required, which has been created between Lots 13 and 14 and over a portion of Tract 1E, as shown on the Plat Map. The Declarant hereby grants, reserves, and conveys to the Owners, Association, and public a non-exclusive, temporary easement for emergency access over and across the East ten (10) feet of Lot 13 and the West ten (10) feet of Lot 14 for a total area of twenty (20) feet, as well as over the 20-foot-wide area over Tract 1E as shown on the Plat Map. Provided, the emergency access easement granted herein is “as built” and limited to the improved area. Upon completion of Future Divisions and the infrastructure for the project, including a second, permanent access way, this emergency access easement will be terminated. The area will still be part of the trail system described in Section 15.1.7 above, as shown on the Plat Map. The Association shall be responsible for the maintenance and Upkeep of the emergency access way, as well as the trail.

15.1.9 Conservation Easement. A conservation easement is established in favor of the City of Blaine pursuant to the recorded conservation easement at Whatcom County Auditor’s File No. 2021-1004710. The Association and all Owners shall abide by the terms of the conservation easement. Please reference the conservation easement for more details.

## 15.2 Easements for Declarant.

15.2.1 Easements Reserved for Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Community for the purposes of completing any unfinished Lots, Parcels, or other Improvements, exhibiting and preparing Lots or Parcels for sale, make any Improvements required pursuant to any contract of sale, and discharging the Declarant’s obligations or exercising Development Rights or Special Declarant Rights. The Declarant further reserves non-exclusive easements over, across, and through the Common Elements of the Community for the benefit of itself and its successors

and assigns as present and future owners of the Future Division Property, as it may from time to time be amended by the Declarant, for ingress and egress over the driveways and trails of the Community and the right to have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable television, and other utility lines now or here after established in the Community. The easement also provides the Declarant the right to modify or improve the existing Common Elements related to future development of the project, including but not limited to, modifications or Improvements to the Stormwater Facilities. The easements may be exercised whether or not such Future Division Property is developed as part of the Community. This section may not be altered or amended without the written consent of the Declarant or the then owner of the land if that land has been sold or transferred by Declarant.

- 15.2.2 Easements to be Granted by the Declarant. The Declarant reserves the right to grant to any company or municipality providing utilities services to the Community or to the owners of Lots or Parcels in the Community an easement over the Common Elements for the installation, construction, maintenance, repair, and reconstruction of all utilities serving the Community or the owners, including, without limitation, such utilities services as gas, water, sanitary sewer, storm sewer, electricity, cable television, and telephone.
- 15.3 Easements Shown on Plat Map. The easements shown on the Plat Map are for the benefit of the Lot Owners and Occupants of Lots or Parcels, for utility providers, and for the City as noted on the Plat Map.

## ARTICLE XVI

### PROCEDURE FOR AMENDMENT OF DECLARATION

- 16.1 Procedure for Amendment of Declaration.
- 16.1.1 General Provisions for Amendments. Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" that sets forth the entire amendment. For purposes hereof, "amendment" means any change to the Declaration, including adding, removing, or modifying restrictions contained in a Declaration. Except as otherwise specifically provided for in this Declaration or in the Governing Law, any proposed amendment must be approved by the Board of Directors prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 16.6 hereof, by the Association under Section 16.7 hereof or under statutory authority in the case of condemnation or a termination of the Community, or by certain Lot Owners under this Declaration, the Declaration may be amended only by vote or agreement of the

Owners of Lots to which at least sixty-seven percent of the votes in the Association are allocated.

- 16.1.2 Additional Provisions – Advance Notice to Owners. Amendments to the Declaration required to be executed by the Association shall be executed by any authorized Officer of the Association who must certify in the amendment that it was properly adopted. Owners shall be entitled to Notice of a proposed amendment not less than thirty (30) days prior to the Meeting of the Association at which the amendment is to be considered. In the absence of fraud, an action to challenge the validity of an amendment adopted by the Association may not be brought more than one year after the amendment is recorded.
- 16.2 Recordation Required. Every amendment to the Declaration must be recorded with the Whatcom County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. An amendment other than an amendment pursuant to RCW 64.90.260(1) must be indexed in the grantee's index in the name of the Community and the Association and in the grantor's index in the name of the parties executing the amendment.
- 16.3 Special Restrictions.
- 16.3.1 General Restrictions. Except to the extent expressly permitted or required by other provisions of this Declaration, or of the Governing Law, no amendment may create or increase Special Declarant Rights, increase the number of Lots, change the boundaries of any Lot, or change the Allocated Interests of a Lot, without the consent of Lot Owners to which at least ninety percent of the votes in the Association are allocated, including the consent of any Lot Owner of a Lot, the boundaries of which or Allocated Interest of which is changed by the amendment, and that percentage of Eligible Mortgagees specified in Article XV hereof.
- 16.3.2 Restrictions affecting Special Declarant Rights. A provision in the Declaration creating Special Declarant Rights that have not expired may not be amended without the consent of the Declarant and any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto. The time limits specified on the exercise of Special Declarant Rights may be extended, and additional development rights may be created, if Persons entitled to cast at least eighty percent of the votes in the Association, including eighty percent of the votes allocated to Lots not owned by the Declarant, agree to that action. The agreement is effective thirty days after an amendment to the Declaration reflecting the terms of the agreement is recorded unless all the Persons holding the affected Special Declarant Rights, or security interests in those rights, record a written objection within the thirty-day period, in which case the amendment is void, or consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

16.3.3 Restrictions protecting certain Persons. To the extent that Declaration may require the affirmative vote or approval of any particular Lot Owner or class of Lot Owners as a condition of its effectiveness, the amendment is not valid without that vote or approval. See also RCW 64.90.285(1)(b).

16.4 Amendment of Plat.

16.4.1 General Provisions. The Plat may be amended or supplemented by revised versions referred to and described as to effect in an amendment to the Declaration adopted as required above, subject to the provisions of RCW 64.90.245(4). Copies of any such proposed amendment to the Plat shall be made available for examination by every Owner. Such amendment to the Plat shall also be effective, once properly adopted, upon recordation in the appropriate County offices, along with the amendment to the Declaration that accompanies it.

16.4.2 Municipal Requirements. (a) Any amendment to the map must be prepared and recorded in compliance with the requirements, processes, and procedures in chapter 58.17 RCW and of the Subdivision Ordinance of the City, pursuant to RCW 64.90.245(2), only subparts (1), (3), (4), and (14) of RCW 64.90.245 apply to plats and amendments thereto, and (b) any amendment to the Declaration must conform to the Plat as so approved and recorded.

16.5 Consent of Mortgagees May be required – Limitations on Such Rights. The consent of specified percentages of Eligible Mortgagees may be required, pursuant to Article XIV of this Declaration, prior to recordation of certain amendments to the Governing Documents. Such consent is deemed granted if a refusal to consent in a Record is not received by the Association within sixty days after the Association delivers Notice of the proposed amendment to the holder at an address for Notice provided to the Association by the holder, or if the Association mails the Notice to the holder by certified mail, return receipt requested, at that address. If the holder has not provided an address for Notice to the Association, the Association must provide Notice to the address appearing in the security interest of record.

16.6 Amendments by Declarant.

16.6.1 Unilateral Amendments. The Declarant may unilaterally adopt and file amendments to the Governing Documents for so long as the Declarant is the Owner of any Lot in the Community, in order to: (a) conform them to the actual location of any constructed Improvements and to establish, vacate and relocate utility easements, access road easements and parking areas for the benefit of the Community; (b) exercise any Development Right reserved by the Declarant in this Declaration, including Subsection 3.3.1; (c) amend Exhibit “E” to reallocate impervious surfaces to Lots owned by the Declarant pursuant to Section 4.5.7; or (d) as authorized in this Declaration or by the Governing Law.



- 16.6.2 Amendments requiring Notice to Lot Owners. Upon thirty-day advance Notice to Lot Owners, the Declarant may, without a vote of the Lot Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency or a scrivener's error, or to clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating Common Expense Liability percentages, or voting interests, within five years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.
- 16.7 Amendments by Board of Directors Requiring Notice to Lot Owners. Upon thirty-day advance Notice to the Lot Owners, the Association may, upon a vote of two-thirds of the members of the Board and, without a vote of the Lot Owners, adopt, execute, and record:
- 16.7.1 Statutory Rights. An amendment to the Declaration designed to correct or supplement the Governing Documents in cases described in Subsection 16.6.2 above, or as authorized by RCW 64.90.285(11)(c) or (d).
- 16.7.2 Amendment to Adopt Amendments to Governing Law. An amendment to the Declaration designed to conform the Declaration to provisions of a corrective amendment to the Governing Law adopted by the Washington State Legislature.

## ARTICLE XVII

### TERMINATION OF COMMUNITY

The Lot Owners may elect to terminate the legal status of the Property only in accordance with the provisions of RCW 64.90.290, with the requisite approval of Eligible Mortgagees and other lienholders as may be required by law, or by Article XIV hereof, provided that the City must also consent to such action.

## ARTICLE XVIII

### PLAT MAP

Contemporaneously herewith, the Declarant has recorded with the Auditor of Whatcom County, Washington, a final Plat Map for the Plat of East Maple Ridge – Division 1, showing the location and dimensions of various Lots, Parcels and Tracts within the Property, together with other required information; this Plat Map, together with any and all amendments, is recorded under

Auditor's File No. 2021-1004706, records of Whatcom County, Washington, and is part of this Declaration.

ARTICLE IXX

MISCELLANEOUS

- 18.1 Notice. Notice shall be given as required under RCW 64.90.515.
- 18.2 Severability. All provisions of the Governing Documents are severable. If any provision of a governing document, or its application to any Person or circumstances, is held invalid, the remainder of the governing document, or application to other Persons or circumstances is not affected.
- 18.3 No Right of First Refusal. There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot or Parcel.
- 18.4 No Discrimination. The Association shall not discriminate on the basis of race, color, religion, national origin, familial status, handicap or other protected class. The Association shall make reasonable accommodations in its policies and procedures and permit reasonable modifications of premises where necessary or appropriate to comply with law.
- 18.5 Obligation of Good Faith. Every duty governed under this Declaration or the Governing Law imposes an obligation of good faith in its performance or enforcement.
- 18.6 Effective Date. This Declaration shall take effect upon recording.

DATED this 28<sup>th</sup> day of October, 2021.

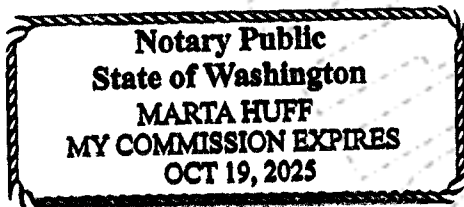
EAST MAPLE RIDGE LLC

By:   
Louis Jansen, Its Managing Member

STATE OF WASHINGTON     )  
  : ss.  
COUNTY OF WHATCOM     )

On this 28 day of October, 2021, before me personally appeared Louis Jansen, to me known to be the Managing Member of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company 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 year first above written.



Marta Huff  
PRINTED NAME: Marta Huff  
Notary Public in and for the State of Washington,  
residing at Blaine, WA.  
My Commission Expires: 10-19-25.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF ENTIRE PROJECT**

LOTS 1 THROUGH 6, EAST MAPLE RIDGE DEVELOPMENT BOUNDARY  
LINE ADJUSTMENT, RECORDED AUGUST 6, 2020 UNDER AUDITOR'S  
FILE NUMBER 2020-0800818, RECORDS OF WHATCOM COUNTY,  
WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF DIVISION 1**

LOTS 1 THROUGH 48, TRACTS 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H AND 1I, PARCELS MF-1, MF-2, MF-3, MF-4, MF-5, MF-6, MF-7, MF-8, MF-9, MF-10, MF-11 AND MF-12, AND PARK TRACTS NORTH AND SOUTH, ALL AS SHOWN ON THE PLAT OF EAST MAPLE RIDGE – DIVISION 1, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-1004706 RECORDS OF WHATCOM COUNTY WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF FUTURE DIVISION PROPERTY**

DEVELOPMENT TRACTS 1 THROUGH 3 OF THE PLAT OF EAST MAPLE RIDGE – DIVISION 1, RECORDED UNDER AF 2021-1004706 RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT "D"**

**OPERATIONS AND MAINTENANCE MANUAL**

Unauthorized Document

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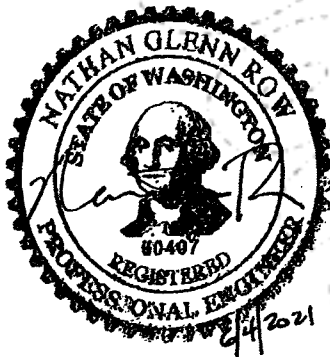
**EAST MAPLE RIDGE – PHASE 1  
STORMWATER OPERATION AND MAINTENANCE  
GUIDELINES – POND 1**

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City of Blaine, WA

Prepared for  
East Maple Ridge, LLC

Revised June 4, 2021



**APC ENGINEERS**

Associated Project Consultants, Inc., P.S.  
1401 Astor Street, Bellingham, WA 98225



## **Stormwater Facility Maintenance Plan**

The Plan documents the recommended maintenance for the following permanent stormwater facilities:

- Stormwater treatment wetland / detention pond
- Outlet Control Structure / Flow Restrictor
- Drainage conveyance pipes and catch basins

Maintenance and upkeep of these private improvements is the responsibility of the property owner. The stormwater discharge from the private system flows to the City's storm system, giving the City jurisdiction to impact the private system for compliance with maintenance requirements.

Maintenance and upkeep standards for this system are in accordance with the Department of Ecology Stormwater Management Manual for Western Washington (SWMM).

### **Maintenance Frequency**

Annual inspection of all improvements is recommended, and all items requiring maintenance should be corrected annually. Additional inspections and / or maintenance may be required if any potential operational, safety, or pollution problems are observed.

### **Maintenance Equipment**

- Vactor Truck
- Flush Wash Truck
- Backhoe
- Shovels
- Rakes

### **Operational Source of Controlled BMPs**

Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. They include information of a pollution team, good housekeeping practices, preventive maintenance procedures, spill prevention and cleanup, employee training, Inspections of pollution sources, and recordkeeping. The following BMPs must be implemented.

- Assign one or more individuals to be responsible for stormwater pollution control. The property owner or his designee shall be considered the Stormwater Facility Manager responsible for making and implementing this plan.
- Promptly contain and cleanup solid and liquid pollutant leaks and spills including oils, solvents, fuels, and dust. The Facility Manager will contact the regulatory agencies regarding spill response activities (see table below).

- Clean oils, debris, sludge, etc., from all systems regularly. All pavements and storm drain systems shall be inspected for these pollutants in accordance with the Maintenance Schedule.
- Inspect and clean treatment systems, conveyance systems, and catch basins as needed.
- Do not conduct outside spraying, grit blasting, or sanding activities.
- Train all employees in identifying the pollutant sources and in understanding pollutant control measures, spill response procedures, and environmentally acceptable material handling practices.
- Maintain Maintenance Log (see exhibit 1) and keep records for three years. The log should include scope of inspection, the personnel conducting the inspection, the date of the inspection, major observations relating to the implementation of the maintenance plan, and actions taken to correct BMP inadequacies.
- Conduct inspections in accordance with the Operation and Maintenance Log no less than annually.

## **Emergency Contact List**

### **Fire Department**

- Fire Fighting 911
- Emergency medical response 911

### **Police Department**

- Police authority 911

### **Hospital**

- Emergency medical treatment 911

### **Washington State Department of Ecology Toxics Cleanup Program**

- Reporting Spills to soils (360) 407-7170

### **National Response Center**

- Reporting spills to water (360) 424-8802

### **Washington State Emergency Management Division**

- Reporting spills to water (360) 258-5990



**Table V-A.1: Maintenance Standards - Detention Ponds**

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash & Debris	Any trash and debris which exceed 1 cubic feet per 1,000 square feet. In general, there should be no visual evidence of dumping.  If less than threshold all trash and debris will be removed as part of next scheduled maintenance.	Trash and debris cleared from site
	Poisonous Vegetation and noxious weeds	Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public.  Any evidence of noxious weeds as defined by State or local regulations.  (Apply requirements of adopted IPM policies for the use of herbicides).	No danger of poisonous vegetation where maintenance personnel or the public might normally be. (Coordinate with local health department)  Complete eradication of noxious weeds may not be possible. Compliance with State or local eradication policies required
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants  (Coordinate removal/cleanup with local water quality response agency).	No contaminants or pollutants present.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. (Coordinate with local health department; coordinate with Ecology Dam Safety Office if pond exceeds 10 acre-feet.)
	Beaver Dams	Dam results in change or function of the facility.	Facility is returned to design function.  (Coordinate trapping of beavers and removal of dams with appropriate permitting agencies)
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site.  Apply insecticides in compliance with adopted IPM policies

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
	Tree Growth and Hazard Trees	<p>Tree growth does not allow maintenance and inspection access or interferes with maintenance activity (i.e., slope mowing, silt removal, vactoring, or equipment movements). If trees are not interfering with access or maintenance, do not remove</p> <p>If dead, diseased, or dying trees are identified</p> <p>(Use a certified Arborist to determine health of tree or removal requirements)</p>	<p>Trees do not hinder maintenance activities. Harvested trees should be recycled into mulch or other beneficial uses (e.g., alders for firewood).</p> <p>Remove hazard Trees</p>
Side Slopes of Pond	Erosion	<p>Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.</p> <p>Any erosion observed on a compacted berm embankment.</p>	<p>Slopes should be stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.</p> <p>If erosion is occurring on compacted berms a licensed engineer in the state of Washington should be consulted to resolve source of erosion.</p>
Storage Area	Sediment	Accumulated sediment that exceeds 10% of the designed pond depth unless otherwise specified or affects inletting or outletting condition of the facility.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Liner (if Applicable)	Liner is visible and has more than three 1/4-inch holes in it.	Liner repaired or replaced. Liner is fully covered.
Ponds Berms (Dikes)	Settlements	<p>Any part of berm which has settled 4 inches lower than the design elevation</p> <p>If settlement is apparent, measure berm to determine amount of settlement</p> <p>Settling can be an indication of more severe problems with the berm or outlet works. A licensed engineer in the state of Washington should be consulted to determine the source of the settlement.</p>	Dike is built back to the design elevation.

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue.  (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.	Piping eliminated. Erosion potential resolved.
Emergency Overflow/ Spillway and Berms over 4 feet in height	Tree Growth	Tree growth on emergency spillways creates blockage problems and may cause failure of the berm due to uncontrolled overtopping.  Tree growth on berms over 4 feet in height may lead to piping through the berm which could lead to failure of the berm.	Trees should be removed. If root system is small (base less than 4 inches) the root system may be left in place. Otherwise the roots should be removed and the berm restored. A licensed engineer in the state of Washington should be consulted for proper berm/spillway restoration.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue.  (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.	Piping eliminated. Erosion potential resolved.
Emergency Overflow/Spillway	Emergency Overflow/Spillway	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway.  (Rip-rap on inside slopes need not be replaced.)	Rocks and pad depth are restored to design standards.
	Erosion	See "Side Slopes of Pond"	

**Table V-A.6: Maintenance Standards - Debris Barriers (e.g., Trash Racks)**

Maintenance Components	Defect	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier cleared to design flow capacity.
Metal	Damaged/ Missing Bars.	Bars are bent out of shape more than 3 inches. Bars are missing or entire barrier missing. Bars are loose and rust is causing 50% deterioration to any part of barrier.	Bars in place with no bends more than 3/4 inch. Bars in place according to design. Barrier replaced or repaired to design standards.
	Inlet/Outlet Pipe	Debris barrier missing or not attached to pipe	Barrier firmly attached to pipe

**Table V-A.4: Maintenance Standards - Control Structure/Flow Restrictor**

Maintenance Component	Defect	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash and Debris (Includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall. Structure is not in upright position (allow up to 10% from plumb). Connections to outlet pipe are not watertight and show signs of rust. Any holes - other than designed holes - in the structure.	Structure securely attached to wall and outlet pipe. Structure in correct position. Connections to outlet pipe are water tight; structure repaired or replaced and works as designed. Structure has no holes other than designed holes.
Cleanout Gate	Damaged or Missing	Cleanout gate is not watertight or is missing. Gate cannot be moved up and down by one maintenance person. Chain/rod leading to gate is missing or damaged. Gate is rusted over 50% of its surface area.	Gate is watertight and works as designed. Gate moves up and down easily and is watertight. Chain is in place and works as designed. Gate is repaired or replaced to meet design standards.
Orifice Plate	Damaged or Missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
Manhole	<u>See Table V-A.3: Maintenance Standards - Closed Detention Systems (Tanks/Vaults)</u>	<u>See Table V-A.3: Maintenance Standards - Closed Detention Systems (Tanks/Vaults)</u>	<u>See Table V-A.3: Maintenance Standards - Closed Detention Systems (Tanks/Vaults)</u>
Catch Basin	<u>See Table V-A.5: Maintenance Standards - Catch Basins</u>	<u>See Table V-A.5: Maintenance Standards - Catch Basins</u>	<u>See Table V-A.5: Maintenance Standards - Catch Basins</u>



**Table V-A.5: Maintenance Standards - Catch Basins**

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is performed
General	Trash & Debris	<p>Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%.</p> <p>Trash or debris (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of six inches clearance from the debris surface to the invert of the lowest pipe.</p> <p>Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.</p> <p>Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).</p>	<p>No Trash or debris located immediately in front of catch basin or on grate opening.</p> <p>No trash or debris in the catch basin.</p> <p>Inlet and outlet pipes free of trash or debris.</p> <p>No dead animals or vegetation present within the catch basin.</p>
	Sediment	<p>Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe.</p>	<p>No sediment in the catch basin</p>
	Structure Damage to Frame and/or Top Slab	<p>Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch. (Intent is to make sure no material is running into basin).</p> <p>Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. Frame not securely attached</p>	<p>Top slab is free of holes and cracks.</p> <p>Frame is sitting flush on the riser rings or top slab and firmly attached.</p>
	Fractures or Cracks in Basin Walls/ Bottom	<p>Maintenance person judges that structure is unsound.</p> <p>Grout fillet has separated or cracked wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.</p>	<p>Basin replaced or repaired to design standards.</p> <p>Pipe is regouted and secure at basin wall.</p>
	Settlement/ Misalignment	<p>If failure of basin has created a safety, function, or design problem.</p>	<p>Basin replaced or repaired to design standards.</p>

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is performed
	Vegetation	Vegetation growing across and blocking more than 10% of the basin opening. Vegetation growing in Inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation blocking opening to basin. No vegetation or root growth present.
	Contamination and Pollution	See <u>Table V-A.1: Maintenance Standards - Detention Ponds</u>	No pollution present.
Catch Basin Cover	Cover Not In Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Cover/grate is in place, meets design standards, and is secured
	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Metal Grates (if Applicable)	Grate opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing.	Grate missing or broken member(s) of the grate.	Grate is in place, meets the design standards, and is installed and aligned with the flow path.

**Table V-A.7: Maintenance Standards - Energy Dissipators**

Maintenance Components	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
<b>External:</b>			
Rock Pad	Missing or Moved Rock	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil.	Rock pad replaced to design standards.
	Erosion	Soil erosion in or adjacent to rock pad.	Rock pad replaced to design standards.
Dispersion Trench	Pipe Plugged with Sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed so that it matches design.
	Not Discharging Water Properly	Visual evidence of water discharging at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Trench redesigned or rebuilt to standards.
	Perforations Plugged.	Over 1/2 of perforations in pipe are plugged with debris and sediment.	Perforated pipe cleaned or replaced.
	Water Flows Out Top of "Distributor" Catch Basin.	Maintenance person observes or receives credible report of water flowing out during any storm less than the design storm or its causing or appears likely to cause damage.	Facility rebuilt or redesigned to standards.
	Receiving Area Over-Saturated	Water in receiving area is causing or has potential of causing landslide problems.	No danger of landslides.
<b>Internal:</b>			
Manhole/Chamber	Worn or Damaged Post, Baffles, Side of Chamber	Structure dissipating flow deteriorates to 1/2 of original size or any concentrated worn spot exceeding one square foot which would make structure unsound.	Structure replaced to design standards.
	Other Defects	See <u>Table V-A.5: Maintenance Standards - Catch Basins</u>	See <u>Table V-A.5: Maintenance Standards - Catch Basins</u>

**Table V-A.11: Maintenance Standards - Wetponds**

Maintenance Component	Defect	Condition When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Water level	First cell is empty, doesn't hold water.	Line the first cell to maintain at least 4 feet of water. Although the second cell may drain, the first cell must remain full to control turbulence of the incoming flow and reduce sediment resuspension.
	Trash and Debris	Accumulation that exceeds 1 CF per 1000-SF of pond area.	Trash and debris removed from pond.
	Inlet/Outlet Pipe	Inlet/Outlet pipe clogged with sediment and/or debris material.	No clogging or blockage in the Inlet and outlet piping.
	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the depth of sediment zone plus 6-inches, usually in the first cell.	Sediment removed from pond bottom.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Oil removed from water using oil-absorbent pads or vacor truck. Source of oil located and corrected. If chronic low levels of oil persist, plant wetland plants such as <i>Juncus effusus</i> (soft rush) which can uptake small concentrations of oil.
	Erosion	Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6-inches, or where continued erosion is prevalent.	Slopes stabilized using proper erosion control measures and repair methods.
	Settlement of Pond Dike/Berm	Any part of these components that has settled 4-inches or lower than the design elevation, or Inspector determines dike/berm is unsound.	Dike/berm is repaired to specifications.
	Internal Berm	Berm dividing cells should be level.	Berm surface is leveled so that water flows evenly over entire length of berm.
Overflow Spillway	Rock is missing and soil is exposed at top of spillway or outside slope.	Rocks replaced to specifications.	

## **IV-1 Source Control BMPs Applicable to All Sites**

### **S410 BMPs for Correcting Illicit Discharges to Storm Drains**

**Description of Pollutant Sources:** Illicit discharges are unpermitted sanitary or process wastewater discharges to a storm sewer or to surface water, rather than to a sanitary sewer, industrial process wastewater, or other appropriate treatment. They can also include swimming pool water, filter backwash, cleaning solutions/washwaters, cooling water, etc. Experience has shown that illicit discharges are common, particularly in older buildings.

**Pollutant Control Approach:** Identify and eliminate unpermitted discharges or obtain an NPDES permit, where necessary, particularly at industrial and commercial facilities.

#### **Applicable Operational BMPs:**

- For all real properties, responsible parties must examine their plumbing systems to identify any potential illicit discharges. Review site plans, engineering drawings, or other sources of information for the plumbing systems on the property.
- If an illicit discharge is suspected, trace the source using an appropriate method such as visual reconnaissance, smoke test, flow test, dye test with a nontoxic dye, or closed circuit television (CCTV) inspection. These tests are to be performed by qualified personnel such as a plumbing contractor. Note: Contact Ecology prior to performing a dye test which may result in a discharge to a receiving water.
- If illicit connections are found, permanently plug or disconnect the connections.
- Eliminate prohibited discharges to storm sewer, ground water, or surface water.
- Convey unpermitted discharges to a sanitary sewer if allowed by the local sewer authority, or to other approved treatment.
- Obtain all necessary permits for altering or repairing side sewers and plumbing fixtures. Restrictions on certain types of discharges, particularly industrial process waters, may require pretreatment of discharges before they enter the sanitary sewer. It is the responsibility of the property owner or business operator to obtain the necessary permits and to replace the connection.
- Obtain appropriate state and local permits for these discharges.

## **S454 BMPs for Preventive Maintenance / Good Housekeeping**

Preventative maintenance and good housekeeping practices reduce the potential for stormwater to come into contact with pollutants and can reduce maintenance intervals for the drainage system and sewer system.

### **Applicable BMPs:**

- Prevent the discharge of unpermitted liquid or solid wastes, process wastewater, and sewage to ground or surface water, or to storm drains that discharge to surface water, or to the ground. Conduct all oily parts cleaning, steam cleaning, or pressure washing of equipment or containers inside a building, or on an impervious contained area, such as a concrete pad. Direct contaminated stormwater from such an area to a sanitary sewer where allowed by local sewer authority, or to other approved treatment.
- Promptly contain and clean up solid and liquid pollutant leaks and spills including oils, solvents, fuels, and dust from manufacturing operations on an exposed soil, vegetation, or paved area.
- If a contaminated surface must be pressure washed, collect the resulting washwater for proper disposal (usually involves plugging storm drains, or otherwise preventing discharge and pumping or vactoring up washwater, for discharge to sanitary sewer or for vactor truck transport to a waste water treatment plant for disposal).
- Do not hose down pollutants from any area to the ground, storm drains, conveyance ditches, or receiving water. Convey pollutants before discharge to a treatment system approved by the local jurisdiction.
- Sweep all appropriate surfaces with vacuum sweepers quarterly, or more frequently as needed, for the collection and disposal of dust and debris that could contaminate stormwater. Use mechanical sweepers, and manual sweeping as necessary to access areas that a vacuum sweeper can't reach to ensure that all surface contaminants are routinely removed.
- Do not pave over contaminated soil unless it has been determined that ground water has not been and will not be contaminated by the soil. Call Ecology for assistance.
- Construct impervious areas that are compatible with the materials handled. Portland cement concrete, asphalt, or equivalent material may be considered.
- Use drip pans to collect leaks and spills from industrial/commercial equipment such as cranes at ship/boat building and repair facilities, log stackers, industrial parts, trucks and other vehicles stored outside.
- At industrial and commercial facilities, drain oil and fuel filters before disposal. Discard empty oil and fuel filters, oily rags, and other oily solid waste into appropriately closed and properly labeled containers, and in compliance with the Uniform Fire Code or International Building Code.
- For the storage of liquids use containers, such as steel and plastic drums, that are rigid and

durable, corrosion resistant to the weather and fluid content, non-absorbent, water tight, rodent-proof, and equipped with a close fitting cover.

- For the temporary storage of solid wastes contaminated with liquids or other potential polluted materials use dumpsters, garbage cans, drums, and comparable containers, which are durable, corrosion resistant, non-absorbent, non-leaking, and equipped with either a solid cover or screen cover to prevent littering. If covered with a screen, the container must be stored under a roof or other form of adequate cover.
- Where exposed to stormwater, use containers, piping, tubing, pumps, fittings, and valves that are appropriate for their intended use and for the contained liquid.
- Clean oils, debris, sludge, etc. from all stormwater facilities regularly, including catch basins, settling/detention basins, oil/water separators, boomed areas, and conveyance systems to prevent the contamination of stormwater. Refer to Ecology Requirements for Generators of Dangerous Wastes in I-2.15 Other Requirements for references to assist in handling potentially dangerous waste.
- Promptly repair or replace all substantially cracked or otherwise damaged paved secondary containment, high-intensity parking, and any other drainage areas, subjected to pollutant material leaks or spills. Promptly repair or replace all leaking connections, pipes, hoses, valves, etc., which can contaminate stormwater.
- Do not connect floor drains in potential pollutant source areas to storm drains, surface water, or to the ground.

### **Recommended BMPs:**

- Where feasible, store potential stormwater pollutant materials inside a building or under a cover and/or containment.
- Minimize use of toxic cleaning solvents, such as chlorinated solvents, and other toxic chemicals.
- Use environmentally safe raw materials, products, additives, etc. such as substitutes for zinc used in rubber production.
- Recycle waste materials such as solvents, coolants, oils, degreasers, and batteries to the maximum extent feasible. Contact Ecology's *Hazardous Waste & Toxics Reduction Program* at <https://ecology.wa.gov/About-us/Get-to-know-us/Our-Programs/Hazardous-Waste-Toxics-Reduction> for recommendations on recycling or disposal of vehicle waste liquids and other waste materials.
- Empty drip pans immediately after a spill or leak is collected in an uncovered area.
- Stencil warning signs at stormwater catch basins and drains, e.g., "Dump no waste – Drains to waterbody".
- Use solid absorbents, e.g., clay and peat absorbents and rags for cleanup of liquid spills/leaks, where practicable.
- Promptly repair/replace/reseal damaged paved areas at industrial facilities.

- Recycle materials, such as oils, solvents, and wood waste, to the maximum extent practicable.

Note: Evidence of stormwater contamination by oils and grease can include the presence of visible sheen, color, or turbidity in the runoff, or present or historical operational problems at the facility. Operators can use simple pH tests, for example with litmus or pH paper. These tests can screen for high or low pH levels (anything outside a 6.5-8.5 range) due to contamination in stormwater.

## **S458 BMPs for Record Keeping**

See the applicable permit for specific record-keeping requirements and retention schedules for the following reports. At a minimum, retain the following reports for five years:

- Inspection reports which should include:
  - Time and date of the inspection
  - Locations inspected
  - Statement on status of compliance with the permit
  - Summary report of any remediation activities required
  - Name, title, and signature of person conducting the inspection
- Reports on spills of oil or hazardous substances in greater than Reportable Quantities (Code of Federal Regulations Title 40 Parts 302.4 and 117). Report spills of the following: antifreeze, oil, gasoline, or diesel fuel, that cause:
  - A violation of the State of Washington's Water Quality Standards.
  - A film or sheen upon or discoloration of the waters of the State or adjoining shorelines.
  - A sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

To report a spill or to determine if a spill is a substance of a Reportable Quantity, call the Ecology regional office and ask for an oil spill operations or a dangerous waste specialist:

- Northwest Region (425)649-7000
- Southwest Region (360)407-6300
- Eastern Region (509)329-3400
- Central Region (509) 575-2490

In addition, call the Washington Emergency Management Division at 1-800-258-5990 or 1-800-OILS-911 AND the National Response Center at 1-800-424-8802.

Also, refer to *Focus on Emergency Spill Response* (Ecology, 2009).



### **The following is additional recommended record keeping:**

Maintain records of all related pollutant control and pollutant generating activities such as training, materials purchased, material use and disposal, maintenance performed, etc.

## **S417 BMPs for Maintenance of Stormwater Drainage and Treatment Systems**

**Description of Pollutant Sources:** Facilities include roadside catch basins on arterials and within residential areas, conveyance systems, detention facilities such as ponds and vaults, oil/water separators, biofilters, settling basins, infiltration systems, and all other types of stormwater treatment systems presented in Volume V. Oil and grease, hydrocarbons, debris, heavy metals, sediments and contaminated water are found in catch basins, oil and water separators, settling basins, etc.

**Pollutant Control Approach:** Provide maintenance and cleaning of debris, sediments, and other pollutants from stormwater collection, conveyance, and treatment systems to maintain proper operation.

### **Applicable Operational BMPs:**

Maintain stormwater treatment facilities per the operations and maintenance (O&M) procedures presented in Appendix V-A: BMP Maintenance Tables in addition to the following BMPs:

- Inspect and clean treatment BMPs, conveyance systems, and catch basins as needed, and determine necessary O&M improvements.
- Promptly repair any deterioration threatening the structural integrity of stormwater facilities. These include replacement of clean-out gates, catch basin lids, and rock in emergency spillways.
- Ensure adequacy of storm sewer capacities and prevent heavy sediment discharges to the sewer system.
- Regularly remove debris and sludge from BMPs used for peak-rate control, treatment, etc. and discharge to a sanitary sewer if approved by the sewer authority, or truck to an appropriate local or state government approved disposal site.
- Clean catch basins when the depth of deposits reaches 60 percent of the sump depth as measured from the bottom of basin to the invert of the lowest pipe into or out of the basin. However, in no case should there be less than six inches clearance from the debris surface to the invert of the lowest pipe. Some catch basins (for example, WSDOT's *Catch Basin Type 1L* (WSDOT, 2011)) may have as little as 12 inches sediment storage below the invert. These catch basins need frequent inspection and cleaning to prevent scouring. Where these catch basins are part of a stormwater collection and treatment system, the system owner/operator may choose to concentrate maintenance efforts on downstream control devices as part of a systems approach.

- Properly dispose of all solids, polluted material, and stagnant water collected through system cleaning. Do not decant water back into the drainage system from eductor trucks or vacuum equipment since there may be residual contaminants in the cleaning equipment. Do not jet material downstream into the public drainage system.
- Clean woody debris in a catch basin as frequently as needed to ensure proper operation of the catch basin.
- Post warning signs; "Dump No Waste - Drains to Ground Water," "Streams," "Lakes," or emboss on or adjacent to all storm drain inlets where possible.
- Disposal of sediments and liquids from the catch basins must comply with Appendix IV-B: Management of Street Waste Solids and Liquids.

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Washington State Department of Ecology

*2019 Stormwater Management Manual for Western Washington (2019 SWMMWW)*

Publication No.19-10-021

## **S411 BMPs for Landscaping and Lawn / Vegetation Management**

**Description of Pollutant Sources:** Landscaping can include grading, soil transfer, vegetation planting, and vegetation removal. Examples include weed control on golf course lawns, access roads, and utility corridors and during landscaping; and residential lawn/plant care. Proper management of vegetation can minimize excess nutrients and pesticides.

**Pollutant Control Approach:** Maintain appropriate vegetation to control erosion and the discharge of stormwater pollutants. Prevent debris contamination of stormwater. Where practicable, grow plant species appropriate for the site, or adjust the soil properties of the site to grow desired plant species.

### **Applicable BMPs:**

- Install engineered soil/landscape systems to improve the infiltration and regulation of stormwater in landscaped areas.
- Select the right plants for the planting location based on proposed use, available maintenance, soil conditions, sun exposure, water availability, height, sight factors, and space available.
- Ensure that plants selected for planting are not on the noxious weed list. For example, butterfly bush often gets planted as an ornamental but is actually on the noxious weed list.

The Washington State Noxious Weed List can be found at the following webpage:

<https://www.nwcb.wa.gov/printable-noxious-weed-list>

- Do not dispose of collected vegetation into waterways or storm sewer systems.
- Do not blow vegetation or other debris into the drainage system.
- Dispose of collected vegetation such as grass clippings, leaves, sticks by composting or recycling.
- Remove, bag, and dispose of class A & B noxious weeds in the garbage immediately.
- Do not compost noxious weeds as it may lead to spreading through seed or fragment if the composting process is not hot enough.
- Use manual and/or mechanical methods of vegetation removal (pincer-type weeding tools, flame weeders, or hot water weeders as appropriate) rather than applying herbicides, where practical.
- Use at least an eight-inch "topsoil" layer with at least 8 percent organic matter to provide a sufficient vegetation-growing medium.
  - Organic matter is the least water-soluble form of nutrients that can be added to the soil. Composted organic matter generally releases only between 2 and 10 percent of its total nitrogen annually, and this release corresponds closely to the plant growth cycle. Return natural plant debris and mulch to the soil, to continue recycling nutrients indefinitely.
- Select the appropriate turfgrass mixture for the climate and soil type.
  - Certain tall fescues and rye grasses resist insect attack because the symbiotic endophytic fungi found naturally in their tissues repel or kill common leaf and stem-eating lawn insects.
    - The fungus causes no known adverse effects to the host plant or to humans.

- Tall fescues and rye grasses do not repel root-feeding lawn pests such as Crane Fly larvae.
- Tall fescues and rye grasses are toxic to ruminants such as cattle and sheep
- Endophytic grasses are commercially available; use them in areas such as parks or golf courses where grazing does not occur.
- Local agricultural or gardening resources such as Washington State University Extension office can offer advice on which types of grass are best suited to the area and soil type.
- Use the following seeding and planting BMPs, or equivalent BMPs, to obtain information on grass mixtures, temporary and permanent seeding procedures, maintenance of a recently planted area, and fertilizer application rates: BMP C120: Temporary and Permanent Seeding, BMP C121: Mulching, BMP C123: Plastic Covering, and BMP C124: Sodding.
- Adjusting the soil properties of the subject site can assist in selection of desired plant species. Consult a soil restoration specialist for site-specific conditions.

#### Recommended Additional BMPs:

- Conduct mulch-mowing whenever practicable.
- Use native plants in landscaping. Native plants do not require extensive fertilizer or pesticide applications. Native plants may also require less watering.
- Use mulch or other erosion control measures on soils exposed for more than one week during the dry season (May 1 to September 30) or two days during the rainy season (October 1 to April 30).
- Till a topsoil mix or composted organic material into the soil to create a well-mixed transition layer that encourages deeper root systems and drought-resistant plants.
- Apply an annual topdressing application of 3/8" compost. Amending existing landscapes and turf systems by increasing the percent organic matter and depth of topsoil can:
  - Substantially improve the permeability of the soil.
  - Increase the disease and drought resistance of the vegetation.
  - Reduces the demand for fertilizers and pesticides.
- Disinfect gardening tools after pruning diseased plants to prevent the spread of disease.
- Prune trees and shrubs in a manner appropriate for each species.
- If specific plants have a high mortality rate, assess the cause and replace with another more appropriate species.
- When working around and below mature trees, follow the most current American National Standards Institute (ANSI) ANSI A300 standards (see [http://www.tcia.org/TCIA/BUSINESS/ANSI\\_A300\\_Standards/TCIA/BUSINESS/A300\\_Standards/A300\\_Standards.aspx?hkey=202ff566-4364-4686-b7c1-2a365af59669](http://www.tcia.org/TCIA/BUSINESS/ANSI_A300_Standards/TCIA/BUSINESS/A300_Standards/A300_Standards.aspx?hkey=202ff566-4364-4686-b7c1-2a365af59669)) and International Society of Arboriculture BMPs to the extent practicable (e.g., take care to minimize any damage to tree roots and avoid compaction of soil).
- Monitor tree support systems (stakes, guys, etc.).
  - Repair and adjust as needed to provide support and prevent tree damage.
  - Remove tree supports after one growing season or maximum of 1 year.

- Backfill stake holes after removal.
- When continued, regular pruning (more than one time during the growing season) is required to maintain visual sight lines for safety or clearance along a walk or drive, consider relocating the plant to a more appropriate location.
- Make reasonable attempts to remove and dispose of class C noxious weeds.
- Re-seed bare turf areas until the vegetation fully covers the ground surface.
- Watch for and respond to new occurrences of especially aggressive weeds such as Himalayan blackberry, Japanese knotweed, morning glory, English ivy, and reed canary grass to avoid invasions.
- Plant and protect trees per BMP T5.16: Tree Retention and Tree Planting.
- Aerate lawns regularly in areas of heavy use where the soil tends to become compacted. Conduct aeration while the grasses in the lawn are growing most vigorously. Remove layers of thatch greater than 3/4-inch deep.
- Set the mowing height at the highest acceptable level and mow at times and intervals designed to minimize stress on the turf. Generally mowing only 1/3 of the grass blade height will prevent stressing the turf.
  - Mowing is a stress-creating activity for turfgrass.
  - Grass decreases its productivity when mowed too short and there is less growth of roots and rhizomes. The turf becomes less tolerant of environmental stresses, more disease prone and more reliant on outside means such as pesticides, fertilizers, and irrigation to remain healthy.

#### Additional BMP Information:

- King County's *Best Management Practices for Golf Course Development and Operation* (King County, 1993) has additional BMPs for Turfgrass Maintenance and Operation.
- King County, Seattle Public Utilities, and the Saving Water Partnership have created the following natural lawn and garden care resources that include guidance on building healthy soil with compost and mulch, selecting appropriate plants, watering, using alternatives to pesticides, and implementing natural lawn care techniques.
  - *Natural Yard Care - Five steps to make your place of the planet a healthier place to live* (King County and SPU, 2008)
  - *The Natural Lawn & Garden Series: Smart Watering* (Saving Water Partnership, 2006)
  - *Natural Lawn Care for Western Washington* (Saving Water Partnership, 2007)
  - *The Natural Lawn & Garden Series: Growing Healthy Soil; Choosing the Right Plants; and Natural Pest, Weed and Disease Control* (Saving Water Partnership, 2012)
- The International Society of Arboriculture (ISA) is a group that promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees through research, technology, and education. ISA standards used for managing trees, shrubs, and other woody plants are the American National Standards Institute (ANSI) A300 standards. The ANSI A300 standards are voluntary industry consensus standards developed by the Tree Care Industry Association (TCIA) and written by the Accredited Standards Committee (ASC). The ANSI standards can be found on the ISA website: [www.isa-arbor.com/education/publications/index.aspx](http://www.isa-arbor.com/education/publications/index.aspx)
- Washington State University's *Gardening in Washington State* website at <http://gardening.wsu.edu> contains Washington State specific information about vegetation management based on the type of landscape.

- See the *Pacific Northwest Plant Disease Management Handbook* ([Pscheidt and Ocamb, 2016](#)) for information on disease recognition and for additional resources.

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Publication No.19-10-021

**EXHIBIT "E"**

**STORMWATER IMPERVIOUS SURFACE LOT CHART**

Unofficial Document

**Exhibit "E"**  
**East Maple Ridge - Phase 1**  
**Distribution of Allowable Impervious Surfaces**

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 1	6,274	3,000
Lot 2	5,700	3,000
Lot 3	5,999	3,000
Lot 4	6,115	3,000
Lot 5	5,700	3,000
Lot 6	5,700	3,000
Lot 7	5,700	3,000
Lot 8	5,700	3,000
Lot 9	5,701	3,000
Lot 10	7,077	3,000
Lot 11	9,822	3,000
Lot 12	6,577	3,000
Lot 13	8,755	3,000
Lot 14	5,888	3,000
Lot 15	6,528	3,000
Lot 16	6,280	3,000
Lot 17	5,890	3,000
Lot 18	5,890	3,000
Lot 19	5,890	3,000
Lot 20	5,890	3,000
Lot 21	5,542	3,000
Lot 22	5,531	3,000
Lot 23	5,890	3,000
Lot 24	6,457	3,000
Lot 25	4,888	3,000
Lot 26	4,000	2,400
Lot 27	4,000	2,400
Lot 28	4,000	2,400
Lot 29	4,000	2,400
Lot 30	4,000	2,400
Lot 31	4,000	2,400
Lot 32	4,000	2,400
Lot 33	4,524	2,400

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 34	4,669	2,400
Lot 35	5,142	2,400
Lot 36	4,666	2,400
Lot 37	4,000	2,400
Lot 38	4,000	2,400
Lot 39	4,003	2,400
Lot 40	4,125	2,400
Lot 41	4,096	2,400
Lot 42	4,169	2,400
Lot 43	4,396	2,400
Lot 44	5,628	3,000
Lot 45	5,315	3,000
Lot 46	5,773	3,000
Lot 47	4,687	3,000
Lot 48	7,491	3,000
<b>260,046</b>		<b>133,200</b>
Parcel MF-1	12,894	5,500
Parcel MF-2	13,114	6,550
Parcel MF-3	10,845	6,525
Parcel MF-4	15,420	6,060
Parcel MF-5	10,307	6,150
Parcel MF-6	10,366	6,110
Parcel MF-7	11,900	5,510
Parcel MF-8	10,623	6,410
Parcel MF-9	10,709	6,410
Parcel MF-10	10,765	5,510
Parcel MF-11	10,625	6,600
Parcel MF-12	14,011	6,640
<b>141,579</b>		<b>73,975</b>
<b>Total:</b>		<b>207,175</b>



**EXHIBIT "F"**

**STORMWATER COVENANT**

Unrecorded Document

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Title: Stormwater Covenant  
Grantor/borrower:  
Grantee/assignee/beneficiary:  
Abbreviated Legal Description:  
Full Legal Description:  
Assessor's Tax Parcel Nos.:

**STORMWATER COVENANT**

This Stormwater Covenant ("Covenant") is made effective the \_\_\_\_ day of September, by \_\_\_\_\_ ("Owner").

**RECITALS:**

A. Owner is the owner of those certain lots ("Lots") legally described on Exhibit "A" hereto and by this reference incorporated herein. The Lots are located within Plat of East Maple Ridge – Division I recorded at Whatcom County Auditor's File No. \_\_\_\_\_ and subject to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Plat of East Maple Ridge – Division I recorded at Whatcom County Auditor's File No. \_\_\_\_\_ ("Declaration").

B. In order to prevent stormwater runoff that exceeds the stormwater facility design limitations for East Maple Ridge Plat, each Lot has been assigned a "Maximum Allowable Impervious Area" attached as Exhibit "E" to the Declaration.

C. Owner wishes to reallocate the Maximum Allowable Impervious Area among the Lots, without exceeding the total Maximum Allowable Impervious Area for all of the Lots combined, as set forth on Exhibit "B" hereto and by this reference incorporated herein.

**COVENANT**

NOW, THEREFORE, in consideration of the mutual benefits and responsibilities established herein, Owner hereby imposes the following covenant on the Lots.

1. The Maximum Allowable Impervious Area for each Lot shall be as set forth in Exhibit "B" hereto and by this reference incorporated herein. No owner shall exceed the maximum allowable impervious per lot as amended by this Covenant and as specified by Exhibit "B", attached, hereto and incorporated. All other stormwater requirements and conditions remain in full force and effect.

2. This Covenant is binding on the Lots and does not modify or change any of the terms of the Declaration.

3. This Covenant and all rights and responsibilities set forth herein shall run with and bind the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

4. This Covenant shall not be modified except by written agreement executed by all Owners of Lots subject to this Covenant and written consent by the City of Blaine.

By \_\_\_\_\_

APPROVED:

CITY OF BLAINE

By \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me known personally appeared \_\_\_\_\_, described herein and that he/she signed and sealed the said instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LOTS**

Unrecorded Document

**EXHIBIT "B"**

**MAXIMUM ALLOWABLE IMPERVIOUS AREA**

Unofficial Document

**EXHIBIT "G"**

**LANDSCAPING AND ARCHITECTURAL STANDARDS**

Unofficial Document

ARCHITECTURAL and CONTRACTOR STANDARDS.  
Outline of Architectural Standards and Restrictions.

The following is an outline of the architectural portion of the East Maple Ridge Home Owners Association Declarations of Covenants, Conditions and Restrictions (commonly referred to as the CC&Rs) as provided to the property owner upon purchase. The purpose of the CC&Rs is to preserve the natural beauty of the East Maple Ridge Plat; to establish and preserve a harmonious and aesthetically pleasing design for the development; and to protect and promote the overall value of East Maple Ridge and surrounding neighborhoods.

**SINGLE FAMILY ATTACHED AND DETACHED HOUSING**

1. **Setback and Height Limits:** No home shall exceed 35 feet in height from the average lot grade to the peak of the roof. All construction of improvements within a parcel shall be set back from the boundaries of each parcel a minimum of 10 feet for rear yards, 5-feet for side yards, and 15- feet for front yards for non-garage portions of the home and 20-feet for garages. Homes on flanking streets shall be set back a minimum of 12.5', with an average minimum of 15' allowed. Garages that are oriented 90 degrees to the street may reduce the garage front yard setback to 10'.
2. **Minimum Living Space:** All homes shall be a minimum of 1,200 sq. ft. of living space.
3. **Roof Pitch:** 3:12 minimum, 10:12 maximum.
4. **Roofing Material(s):** Approved materials shall include natural cedar shingles or shakes, tile or a 30 year architectural composition.
5. **Roof Plan:** No rooftop mechanical devices except flues and vents.  
Solar collectors and/or skylights mounted on roof plane should not exceed 20% of total roof area. Roof overhangs shall be a minimum of 18" and be consistent around perimeter of building.
6. **Siding & Accent Material(s):** At least two siding materials must be used on any single building. The primary siding material shall be wood, wood shingle or concrete composite lap and it must appear on all elevations. The accent material(s) shall be wood shingles, concrete composite, stone, brick, stucco, etc.... Alternatives may be approved by the East Maple Ridge Architectural Standards Committee (EMRASC). Accent materials shall cover between 10 to 30 percent of the street facing façade(s). All exterior wood surfaces must be stained or sealed with a wood preservative.
7. **Exterior Color Scheme:** Exterior finish shall be of earth tone hues acceptable to EMRASC. No two identical color schemes can be placed side by side or directly across the street from one another.
8. **Windows and Entry Doors:** Permitted window sash materials include: wood, aluminum and vinyl in acceptable colors. Natural aluminum is not permitted. Entry doors are to be consistent with style of the home, are to be multi-paneled and should either have a window feature or side light. Weather protection must be provided above front door.
9. **Foundation Exposure:** Above grade foundation exposure is not to exceed twelve (12) inches. Exposures greater than twelve inches *may be allowed in limited circumstances*, and can be treated with a siding veneer, a rock veneer, sandblasting, or other remedy pre-approved by EMRASC.
10. **Driveway:** Allowed materials include: asphalt, concrete, brick, or Cementous pavers.
11. **Exterior Appearance:** Exterior elements not allowed include: outside clotheslines, tarps, perimeter fencing and foil or reflective material used on windows. Carports are not permitted. No two houses having the same floorplan, front elevation and roof plan may be built within 500' from each other as measured along the centerline of the fronting street by the shortest possible route.
12. **Corner Lots:** Each façade facing the public realm must be treated as a front façade, including the architectural standards noted under that section.
13. **Utility and Service Connections** (gas and electric meters, telephone and security system boxes, etc.):

must be located in an obscure location and clearly shown on plans; must be screened from view; and must be painted to match the house if located too high on the wall to be screened with landscaping. Locks that bar access to utilities will not be allowed or they may be removed.

14. **Exterior Lighting:** Type and placement of exterior lighting devices must be approved by EMRASC. All proposed exterior fixtures must be indicated on the exterior elevation plans. The objective is to eliminate glare and annoyance to adjacent property owners and passersby. Although indirect lighting (defined below) is preferred, limited direct lighting (defined below) may be acceptable. Direct lighting is to be used for decoration and accent only and must not be used for safety purposes. Acceptable Indirect Safety Lighting fixture types include: recessed can or pot lights; below-ground, up lighting; low-louvered, landscape lights; and wall-mounted, shielded up/down lights. Direct Decorative Lighting fixtures will be assessed by the EMRASC on a case-by-case basis. Under no circumstances will clear or colored glass or bulbs be allowed, and in no case may the total wattage per fixture exceed 25 watts. Security Lighting: Any direct lighting over 25 watts must be switched by motion detector only. Detection range is limited to your property.
15. **Mail Boxes:** A group mailbox will be provided within the entryway.
16. **Trash and Recycling:** Containers are to be stored within private garages or where screened from public view and brought to the street on collection day only.
17. **Signs:** One approved sign with owner's last name permitted.
18. **Antennas:** No radio receivers or antennas are permitted outside the house. Satellite dishes 18" in diameter or less may be allowed, if unobtrusive, so as to blend with the surroundings.
19. **Fences:** No front-yard perimeter fencing is allowed. A decorative two-rail split rail fence, not to exceed 36", may be used as part of the landscaping. Rear-yard perimeter fencing is allowed provided it meets the fencing requirements outlined in Figure 4.
20. **Pets:** Dog kennels, when authorized, must be screened and constructed matching the home exterior.
21. **Completion:** The home exterior and landscaping must be completed within one year after the construction has begun.
22. **Landscaping:** All landscaping must be completed within ninety days of occupancy or substantial completion of the construction. Also see Appendix B: Landscape Standards.
23. **Excavating:** Please exercise care when excavating; excavation may not encroach upon neighboring lots. Do not push dirt against trees.
24. **Brushing/Clearing:** Hillside lots should not be severely cleared too far in advance of building start, for erosion control.
25. **Construction Debris:**
  - **A trash receptacle must be on-site at all times.** A thorough clean up must be conducted at the end of each day of all personal and construction debris. Dumpster must be emptied as needed to maintain an orderly site.
  - **Streets are to be kept free of dirt and debris.** Building materials must be neatly maintained at all times.
  - **Construction vehicles are to be parked on site.** Or, adjacent to site on one side of the street only, and are to be removed (except for large construction equipment) every night.
  - **Drainage patterns are to be checked closely during construction** to avoid erosion onto neighboring lots and into storm drains. Under no circumstance will the physical impact of construction on the adjacent properties be allowed without specific written permission of the affected property owners.
26. **Job Trailer:** One trailer, or "job shack", per site is allowed, and it must be kept unobtrusive. The unit shall be small in size, as far off the road as possible, maintained neatly, and removed when construction is substantially complete.
27. **Temporary Sanitary Facilities:** The door should be turned away from the street and neighbors, and be located well onto the property.



- 28. Common Courtesy:** The impact of any construction on nearby neighbors should be kept to an absolute minimum. Concerns include: parking and noise outside of normal working hours or workdays.
- 29. Street and Pathway Repairs:** Streets, gutters and/or pathways which are disturbed during construction must be repaired to original condition.
- 30. Crawl Space Access Covers and Roof Vents:** Crawl space access covers must either match the exterior of the home, or be painted to match the exterior of the home (If a galvanized cover is used). Plastic and metal roof vents must blend with roofing (i.e. painted to blend with the roofing).

#### **COTTAGE HOUSING**

Cottage housing should meet architectural standards of Single Family homes. In addition, Cottage Homes must:

- Be a minimum of 800 sq ft and a maximum of 1,500 sq ft of living space.
- Garage shall be accessed from the alleyway

#### **MULTI FAMILY HOUSING**

Multi-Family Housing should meet the architectural standards of Single Family homes. In addition, multi-family homes must:

- Not exceed three stories or 45' in height
- Not exceed a maximum of six units in length
- Be modulated horizontally and vertically. Long flat facades are not allowed, monolithic or overly repetitive forms are to be avoided.
- Have varying rooflines. Rooflines are to be pitched, particularly on lower roofs, to blend in with the scale of adjacent buildings. Large areas of blank roof must be broken up with smaller features such as dormers.
- Provide a separate walkway from the street or driveway to the home entrance.
- Residential entrances must be oriented towards the street or private lane and be distinctly visible from the street or lane.
- Windows to the living spaces must be placed on the front façade.

#### **COMMERCIAL**

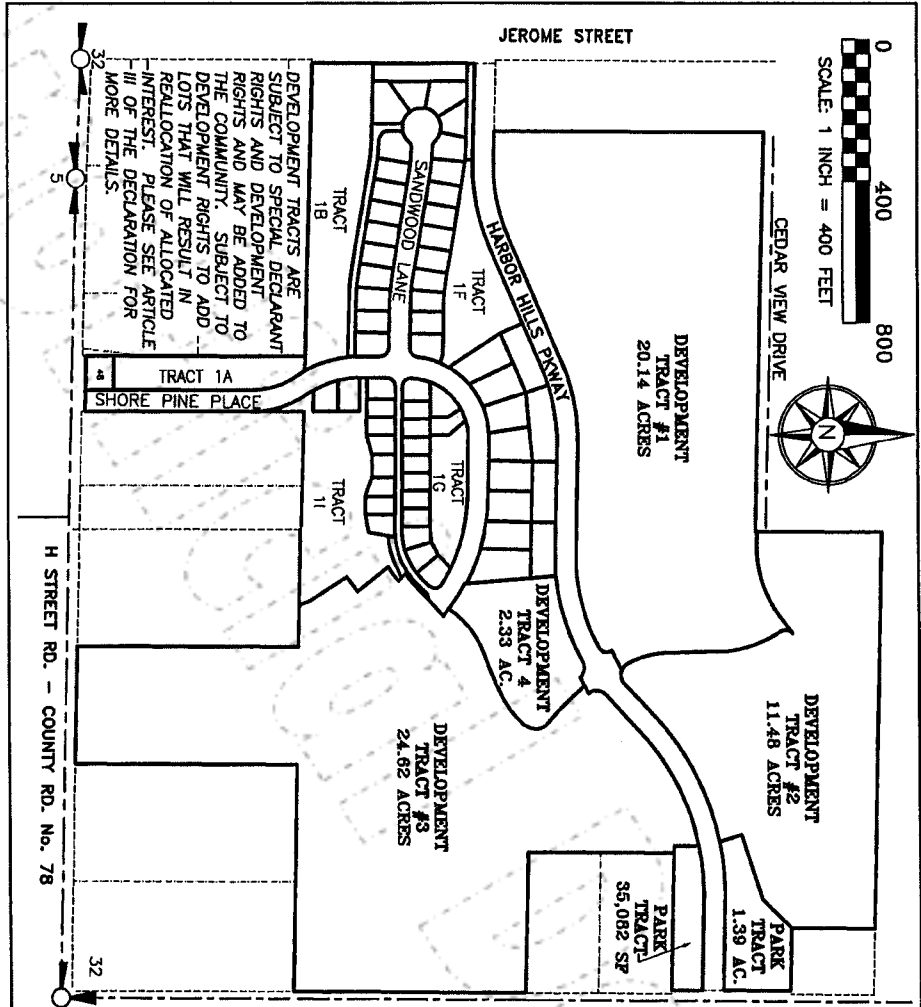
Commercial Buildings must meet architectural standards of Single Family Homes with the following modifications:

- 1. Setback and Height Limits:** No building shall exceed 45' or three stories in height from the average lot grade to the peak of the roof. All construction of improvements within a parcel shall be set back from the boundaries of each parcel 10' from adjacent right-of-way or adjacent residential lots or tracts and 0-feet from all other areas.
- 2. Minimum Living Space:** Does not apply
- 5. Roof Plan:** Have varying rooflines. Rooflines are to be pitched, particularly on lower roofs, to blend in with the scale of adjacent buildings. Large areas of blank roof must be broken up with smaller features such as dormers. Roof overhangs shall be a minimum of 18".
- 11. Exterior Appearance:** Exterior elements not allowed include: outside clotheslines, tarps, perimeter fencing and foil or reflective material used on windows.
- 15. Mail Boxes:** Does not apply
- 17. Signs:** Signage shall adhere to the design guidelines, scale and location requirements set forth by BMC 17.122.150. BMC 17.122.200D Illumination Standards shall apply.
- 19. Fences:** No fencing is allowed. A decorative two-rail split rail fence, not to exceed 36", may be used as part of the landscaping.
- 20. Pets:** Does not apply

**EXHIBIT "H"**

**DECLARATION MAP**

Unrecorded Document



**PLAT OF EAST MAPLE RIDGE - DIVISION I**

PORTION OF THE NW 1/4, SE 1/4 & NE 1/4, SE 1/4 & SW 1/4, SE 1/4 AND SE 1/4, SE 1/4 SECTION 32, TOWNSHIP 41 NORTH, RANGE 1 EAST OF W.M., WITHIN THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON DECLARANT CERTIFICATE AND DECLARATION:

THE UNDERSIGNED OWNER OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED FIRST PLAT OF EAST MAPLE RIDGE, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR EAST MAPLE RIDGE, RECORDED UNDER WHATCOM COUNTY RECORDING No. 2021-1009767

LOUIS JANSSEN MANAGING MEMBER  
 EAST MAPLE RIDGE LLC  
 ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 COUNTY OF WHATCOM )  
 I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT LOUIS JANSSEN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MANAGING MEMBER OF EAST MAPLE RIDGE, A LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.  
 THIS 28 DAY OF October, 2021.

*Marta Huff*  
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
 RESIDING AT Blaine, WASHINGTON, MY COMMISSION EXPIRES 10/19/25

**Notary Public**  
 State of Washington  
 MARTA HUFF  
 MY COMMISSION EXPIRES  
 OCT 19, 2025

<b>East Maple Ridge Amenities</b>	
<b>Tract ID</b>	<b>Type of Amenity</b>
<b>DIVISION 1 (96 Units)</b>	
1A	Trail
1A	Trail Sign
1B	Picnic Area
1C	Trail Sign
1C	Bench
1E	Trail
1F	Open Turf Play Area
1F	Trail
1F	Dog Waste Station
1G	Trail
1G	Picnic Area
1G	Dog Waste Station
1G	Open Turf Play Area
1I	Wetland Conservation Signage

See East Maple Ridge Master Plan for additional information.



After Recording Return To:

SCOT S. SWANSON  
BELCHER SWANSON LAW FIRM, P.L.L.C.  
900 DUPONT STREET  
BELLINGHAM, WA 98225

Document Title: First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge, Division I  
Declarant/Grantor/Grantee: East Maple Ridge LLC  
Legal Description: LOTS 1 THROUGH 6, EAST MAPLE RIDGE DEVELOPMENT BOUNDARY LINE ADJUSTMENT, RECORDED AUGUST 6, 2020 UNDER AUDITOR'S FILE NUMBER 2020-0800818, RECORDS OF WHATCOM COUNTY, WASHINGTON  
Assessor's Tax Parcel ID#: 410132 395167 0000 and 410132 488192 0000  
Related Documents: AF No.: 2021-1004707

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR EAST MAPLE RIDGE- DIVISION I**

PURPOSE: To Exercise Development Rights to Add Additional Division of Development (Division II).

THIS AMENDMENT is made and entered into this 9 day of march, 2023, by and between East Maple Ridge LLC, a Washington limited liability company ("Declarant").

**RECITALS:**

WHEREAS, the Declarant executed certain Governing Documents establishing East Maple Ridge, in the City of Blaine, Whatcom County, Washington and caused the Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge- Division I to be recorded in the land records of said County at Auditor's File No. 2021-1004707 and Plat Map recorded in the land records of said County at Auditor's File No. 2021-1004706; and

WHEREAS, pursuant to Sections 3.3.2 and 3.4 of the Declaration, the Declarant may unilaterally amend the Governing Documents from time to time to exercise Development Rights; and

WHEREAS, in Section 3.3.1 of the Declaration, the Declarant reserved Development Rights to develop the Community in "Future Divisions" by adding improvements to the Community and creating additional Lots and Common Elements within Real Property included in the Community; and

WHEREAS, the Declarant now wishes to exercise portions of its Development Rights and has created additional improvements, Lots, and Common Elements as more particularly described below; all for the purpose of creating an additional division of development, known as “Division II”, for Development Area 2 consisting of seventy-eight (78) additional Lots and eight (8) multifamily Parcels, with additional Common Element Tracts and public roads as described in Subsection 3.3.1 of the Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration in order to add the platted Lots to the Community, and has satisfied all municipal requirements associated with such Plat; and

WHEREAS, the Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided for in the original Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge – Division I, which by this First Amendment to Declaration will be applied to Division II; and

WHEREAS, it was the intent of the Declarant that East Maple Ridge would grow when Future Division Property became part of the Plat of East Maple Ridge upon final approval of a Future Division; and

WHEREAS, the Declarant has now received final approval of Division II and desires to add the Division II Lots to the Subdivision.

WHEREAS, the Declarant has commenced marketing the project under the name the Ridge at Harbor Hills. This name is being utilized in lieu of the Plat of East Maple Ridge in certain circumstances. The Declarant and the Association has concurred that it is desirable to change the name of the Association to be consistent with the marketing name of the project.

NOW, THEREFORE, pursuant to and in compliance with Sections 3.3.2 and 3.4 of the Declaration and RCW 64.90.250, the Declarant hereby amends the Declaration by amending or adding the following Sections of the Declaration as follows:

2.16.1 “Division II” means the portion of the Property described in Exhibit “B” Section 2, which includes seventy-eight (78) single-family Lots, eight (8) multi-family Parcels (capable of four (4) Dwellings per multi-family Parcel) and four (4) Common Element Tracts, as shown on the Plat Map - Division II.

2.34.1 “Plat Map - Division II” means the recorded final Plat Map entitled Plat of East Maple Ridge – Division II and any subsequent amendments thereof. Per the definition above, the term Plat Map includes the Plat Map – Division II.

2.21 “Future Division Property” means the portion of the Property legally described on Exhibit “A” upon which the Declarant has the right to create Lots, Parcels, Tracts, or Common Elements, as legally described in Exhibit “C”, and shown on the Plat Map and Declaration Map attached as Exhibit “H”. The Future Division Property is broken up into Development Tracts as shown on the Declaration Map. The Future Division Property will be

amended as a Future Division is added to the Community. With the exception of Development Tract 4, the Future Division Property is presently owned by the Declarant (or Declarant has the option to purchase) and contemplated to be developed by the Declarant in multiple additional Future Divisions. In the event Declarant does not exercise its option to purchase any of the Future Division Property, then the Declarant shall assign the Special Declarant Rights and Development Rights associated with that portion of the Future Division Property to the Owner of that Property.

2.41 “Stormwater Facilities” means those facilities used for the transmission, conveyance, treatment and detention of stormwater, including but not limited to pipes, ditches, manholes, and ponds, constructed for the Community. The Stormwater Facilities will continually be added as Future Divisions are added. The Stormwater Facilities do not include any individual stormwater infiltration facility, nor do they include gutters, down spouts, and lines connecting individual buildings or other structures to the Stormwater Facilities. The Stormwater Facilities are currently designed to serve Divisions I and II, and include the following: Stormwater conveyance piping, catch basins and manholes in the Shore Pine Place, Sandwood Lane, Harbor Hills Parkway, Oleander Drive, Oleander Lane, Hazelwood Drive, Sweet Gum Drive and Cedar View Way right-of-way; stormwater conveyance piping catch basins and manholes in Tracts 1A, 1B, 1C, 1D and 1E as depicted on the Division I Plat, and Tracts 2A and 2B as depicted on the Division II Plat; the stormwater treatment and detention pond together with associated inlet and outlet catch basins and manholes located in Tracts 1B and 2B. Additional Stormwater Facilities will be constructed to serve Future Divisions as they are added to the Community.

2.43 “Tract” means any parcel of real property within the boundaries of the Subdivision not consisting of a Lot or Parcel, and not dedicated to the City. Common Element Tracts are described in Article V. In addition, there are a total of three (3) additional Development Tracts that may be developed in the future and incorporated into shown on the Division I Plat Map that are the Future Division Property and not part of the Community at this time but may be added to the Community pursuant to Development Rights and Special Declarant Rights reserved herein. In addition, Development Tract 4, as shown on the Plat Map, is designed for Commercial Development and not part of the Community or the Future Division Property. Provided pursuant to City requirements and the Master Plan, a portion of Development Tract 4 is to be developed into a playground, which may be conveyed to the Association in the future.

\*\*\*\*\*

3.1 Description of Project and Development Plan.

3.1.1 General Details. The Community has been and will be developed in accordance with the permits and approvals for the East Maple Ridge Plat, including the conditions of approval contained in Ordinance No. 20-2947 dated June 22, 2020 and the Master Plan (“Development Plan”). Variation of the Development Plan may be pursued as a PUD modification or PUD amendment, and/or other permits as may apply. The Community is a residential subdivision processed as a planned

unit development. The Community will have a variety of housing types including traditional single-family detached Dwelling Units as well as multi-family (attached) Dwelling Units and smaller cottage-style single-family detached Dwelling Units. In general, the Development Plan is detailed in the Master Plan, which is available from the Declarant (during the Declarant Control period), Association, or the City.

3.1.2 Development in Future Divisions. The Declarant intends to develop the Community within additional Development Areas, specifically located within Development Tract 1 as shown on the Plat Map-Division II, and within Development Tracts 3 as shown on the Plat Map-Division I. An amended Declaration Map showing the Development Areas after the incorporation of Division II into the Community is attached to the Declaration hereto as Exhibit "H". Division I (Development Area 1) consists of forty-eight (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight (48) Dwelling Units) and nine (9) Common Element Tracts as shown on the Plat Map-Division I. Division II, depicted as Development Area 1 and small portion of Development Area 2 on the Plat Map-Division I, consists of seventy-eight (78) Lots, eight (8) multi-family parcels (with the potential of thirty-two (32) Dwelling Units, four (4) Common Element Tracts and a remainder Development Tract as shown on the Plat Map-Division II. The Declarant has reserved Development Rights and Special Declarant Rights that allow the construction of infrastructure and creation of Lots, Parcels and Tracts on the Future Division Property in the Future Division. Including Division I and II, the Declarant may create up to a total of three hundred and fifty-three (353) Dwelling Units, which will be a combination of single-family detached and cottage Dwelling Units on Lots and multi-family (attached) Dwelling Units on Parcels (currently planned as two hundred forty-one (241) single-family and cottage, and one hundred twelve (112) multi-family Dwelling Units), and Tracts in Future Divisions by the recording of a Future Division Amendment to the Declaration in accordance with Subsection 3.3.2(b). The timing of and whether the Declarant develops a Future Division on the Future Division Property is in Declarant's sole discretion. The timing of whether the Declarant develops a Future Division on the Future Division Property is in the Declarant's discretion, so long as such Future Division(s) comply with the Planned Unit Development approved on June 22, 2020 pursuant to Ordinance No. 20-2947.

3.1.3 Continued Consistency with Development Plan Required. All further use and development of the Property in this Community, including Future Division Property subject to Development Rights, shall be consistent with the Ordinance and with such Development Plan, as it may be amended, and conditions of approval for the East Maple Ridge Plat, Ordinance No. 20-2947, subject to the approval of the City. It is anticipated that the Declarant may make minor modifications to the Master Plan to be consistent with how the project is developed. Major changes to the Master Plan require a modification approved by the City.



3.1.4 Commercial Component. There is a commercial component approved as part of the East Maple Ridge Plat that is located within Development Tract 4 as shown on the Plat Map-Division I. It is the intention of the Declarant that Development Tract 4 not be included within the Community or subject to this Declaration, as long as it is developed with commercial uses. Development Tract 4 will be developed in accordance with the Master Plan and City requirements. A playground is required on a portion of Development Tract 4. The Association agrees to accept the conveyance of the playground in the future.

\*\*\*\*\*

3.3. Development Rights.

3.3.1. Description. Pursuant to RCW 64.90.225(1)(g), the Declarant reserves Development Rights that are personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant, as follows:

3.3.1.1. The right to add infrastructure and Improvements to the Community. This includes but is not limited to infrastructure, utilities, and other Improvements in Future Division(s) on the Future Division Property. In addition, this includes but is not limited to the right to make Improvements to the existing Common Elements, including the right to make Improvements or modifications to existing Stormwater Facilities to accommodate runoff generated from Future Divisions.

3.3.1.2. The right to create Lots, Parcels, Tracts and Common Elements within the Future Division Property in Future Division(s).

3.3.1.3. The right to subdivide or combine Lots or Parcels and/or relocate their common boundaries or to convert Lots or Parcels into Common Elements.

3.3.1.4. The right to add Future Division Property within the Property as Future Division(s); included with this right is the right to reserve any easements necessary for the use of any Future Division Property not included in the Community.

3.3.1.5. All of the above-described Development Rights apply to the Future Division Property. In addition, the rights reserved in Subsections 3.3.1.1 and 3.3.1.3 apply to all of the real property described on Exhibit "A".

3.3.1.6. In particular, the Declarant reserves rights to expand the Community by adding Lots and Parcels used for Residential Purposes within the Community as Future Divisions. Declarant's current plans is to develop the Community pursuant to Future Divisions as development areas. The development areas are described in the Master Plan and may differ from the Development Tracts shown on the Plat and Declaration Map. The development areas are described as follows:

- (a) Development Area 1 consists of forty-eight single family (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight Dwelling Units) and nine (9) Common Element Tracts as shown on the Plat Map.
- (b) Development Area 2 consists of an additional seventy-eight (78) single-family Lots, eight (8) multifamily Parcels (with potential of thirty-two (32) Dwelling Units) and four (4) additional Common Element Tracts.
- (c) Development Area 3, in general, could consist of up to thirty-seven (37) single family Lots and additional Common Element Tracts.
- (d) Development Area 4 in general, could consist of up to thirty-eight (38) single-family and cottage Lots, eight (8) multifamily Parcels (with potential of thirty-two (32) Dwelling Units) and additional Common Element Tracts.
- (e) Development Area 5 in general, could consist of up to forty (40) single family Lots and additional Common Element Tracts.
- (f) At any time within the period specified in Section 3.3.3 hereof, the Declarant may also create additional Common Elements, or relocate existing common amenities and facilities within the Community.
- (g) Subject to the rights of the City to modify provisions of the Development Plan stated in Section 3.1, during the course of development of the Community, the Future Divisions noted above may be combined, subdivided, or developed in a sequence different from that described above. Declarant's decision in this regard will be market-driven but will be made in a manner consistent with the wishes of Declarant's construction lenders and the City. As a result of the foregoing, the Declarant states pursuant to RCW 64.90.225(h), that no assurances are made with reference to the locations, boundaries or sizes of any proposed parcels of land that could be added to the Community, the sequence in which such parcels might be added, or whether if any Development Right is exercised in any such parcels subject to that Development Right, that Development Right must be exercised in all or in any other portion of the remainder of that parcel. Declarant shall confirm the addition of any new land to the Community in such Future Division by recording a Future Division Amendment with respect thereto, concurrently with the recordation of the approved Plat for such land.
- (h) Future Divisions will be created in phases and will consist of single-family detached Lots as well as multi-family (attached) Parcels, and Tracts. This Declaration in all of its terms shall apply to the real property within Future Divisions upon recording of the final plat formed

in the Future Division on which it is stated the intent is to become a part of the Community. The Declarant reserves the right to remove, modify, add or change any covenants, conditions or restrictions, and reservations specific to the Future Division, in its sole discretion. The word "Subdivision" used in this Declaration shall apply, where applicable, to that portion of the Future Divisions that are subject to the terms of this Declaration and thereafter the reference to Future Division shall refer to the portion not subject to this Declaration, if any.

3.3.2. Procedure for Exercise. The following procedures govern the exercise of Development Rights:

3.3.2.1. General Procedure. To exercise any reserved Development Right, the Declarant must prepare, execute, and record an amendment to the Declaration, including if applicable, a Future Division Amendment in accordance with the requirements of RCW 64.90.285(3). In addition, the Declarant must obtain City approval for and record a final plat for any additional Lots, Parcels or Tracts that may be created in the Future Division Property. The Declarant is the Unit Owner of any Lots or Parcels created.

3.3.2.2. Future Division Amendment to Declaration. A Future Division Amendment to the Declaration shall assign an identifying number to each new Lot or Parcel created and shall reallocate the Allocated Interests following the amendment, using the same formulas or factors for allocation specified in Sections hereof. The Future Division Amendment shall amend Exhibit "C" to remove that portion of the property upon which Lots or Parcels being created are located from the Future Division Property, including those being created. In addition, the Future Division Amendment shall describe any Common Elements created.

3.3.3. Time Limits and other Limitations on Development Rights. The Declarant may exercise the Development Rights described in subsection 3.3 within fifteen (15) years from the date of the conveyance by the Declarant of the first Lot to a Purchaser. Declarant may commence construction of any Improvements relating to such Development Rights at any time prior thereto, under the Special Declarant Rights reserved in Section 3.4.

3.3.4. Sequence of Exercise of Rights. The Development Rights described in subsection 3.3.1 may be exercised, at any time, at different times and in any order, without further assurances or limitation of any sort, either in all or in any portion of the Property subject to such rights.

\*\*\*\*\*

4.1 Number and Location of Lots.

4.1.1 Number of Lots Following First Amendment. The Community consists of one-hundred-twenty-six (126) Lots, twenty (20) multifamily Parcels (with the potential

of eighty (80) Dwelling Units) and thirteen (13) Common Element Tracts. The locations and dimensions of the Lots, Parcels and Tracts are shown on the Plat Maps for Divisions I and II, as amended.

4.1.2 Lots Created by Future Division Development. Including Division I and II, the Declarant reserves the right to have a combined total of three hundred and fifty-three (353) Dwelling Units within the Community by adding Future Divisions from the Future Division Property, pursuant to Development Rights reserved in Subsection 3.3.1. Reference shall be made to that Subsection for additional information.

\*\*\*\*\*

5.1 Description of Common Elements. Common Elements of the Community consist of the following (any terms not defined herein are defined in the Master Plan):

- 5.1.1 Tract 1A is an open space Tract as shown on the Plat Map that serves as an Active Buffer area (See Section 5.5.3 below) including a multi-use trail.
- 5.1.2 Tract 1B is an open space Tract as shown on the Plat Map that serves as a buffer (See Section 5.5.3 below) that includes a stormwater pond and a multi-use trail segment at its east end.
- 5.1.3 Tract 1C is an open space Tract as shown on the Plat Map that serves as an Active Buffer area containing a multi-use trail.
- 5.1.4 Tract 1D is an open space Tract as shown on the Plat Map serving as a Natural Buffer area (See Section 5.3.3 below), and is intended to remain naturally vegetated.
- 5.1.5 Tract 1E is an open space Tract as shown on the Plat Map that will serve as an Active Buffer area, including a multi-use trail.
- 5.1.6 Tract 1F is an open space Tract as shown on the Plat Map that will serve as an Active Commons area, including a multi-use trail and open turf play area.
- 5.1.7 Tract 1G is an open space Tract as shown on the Plat Map serving as a Natural Commons area, and includes a multi-use trail, open turf play area, and picnic area.
- 5.1.8 Tract 1H is an open space Tract as shown on the Plat Map that includes parking allocated as Limited Common Element below. The remainder of this tract will serve as a Natural Buffer area.
- 5.1.9 Tract 1I is an open space Tract as shown on the Plat Map that includes a conservation easement (as described in Section 15.1.9) intended to protect this area in perpetuity as a natural area.

- 5.1.10 Tract 2A is an open space Tract as shown on the Plat Map serving as a Natural Buffer area (See Section 5.3.3 below), and is intended to remain naturally vegetated.
- 5.1.11 Tract 2B is an open space Tract as shown on the Plat Map that serves as a buffer (See Section 5.5.3 below) that includes a stormwater pond.
- 5.1.12 Tract 2C is an open space Tract as shown on the Plat Map that will serve as an Active Commons area, including a multi-use trail.
- 5.1.13 Tract 2D is an open space Tract as shown on the Plat Map that will serve as an Active Buffer area, including a multi-use trail.
- 5.1.14 The Stormwater Facilities located within any of the Lots, Parcels or Tracts.
- 5.1.15 The monument sign located at the primary entrance to the Subdivision adjacent to H Street.
- 5.1.16 The Common Amenities described in Section 3.2.2 above, including the recreational amenity furniture that is part of the open space areas, as approved under the Master Plan.
- 5.1.17 Any other Common Elements shown on the Plat Map or may be created or added to the Community by the Declarant pursuant to Development Rights as described in Section 3.3.1.

\* \* \* \* \*

5.5 Special Upkeep and Use. All Common Elements shall be kept in a clean, orderly condition, free from debris.

- 5.5.1 Trails. There is a trail system through the Subdivision that is available for use by the Owners and the general public. Declarant has granted easements to all Owners in Article XV and the general public in separate recorded trail easements described in Article XV. The trails are to be used for ingress, egress and passive recreation according to the terms of the trail easements. All trails are to be kept free of debris. The Association is responsible for all maintenance and Upkeep of the entire trail system. The only public trails not falling under the maintenance responsibility of the Association is the multi-use trail located within the Harbor Hills Parkway dedicated right-of-way.
- 5.5.2 Stormwater Facilities. The Association is responsible for all maintenance, Upkeep and inspections of the Stormwater Facilities. The Association shall conduct a periodic inspection and certify the adequacy of the Stormwater Facilities, including treatment, detention and conveyance systems located outside of the public right-of-way. Following the periodic inspection, a summary report shall be provided to the

City of Blaine Public Works Department. Should the periodic inspections identify any deficiencies, an engineering professional shall identify measures required to rectify the deficiency in the report to the City of Blaine. Any required repair, maintenance, or restoration shall be the responsibility of the Association. The inspections and maintenance of the Stormwater Facilities shall be conducted in accordance with the requirements of the East Maple Ridge Stormwater Facilities Operation & Maintenance Manual dated June 3, 2021, as prepared by Associated Project Consultants, Inc. ("Stormwater Manual"), a copy of which is attached as Exhibit "D" and is available from the City of Blaine. As detailed in the Stormwater Manual, there are certain conditions for determining if maintenance actions are required, as identified through inspection. Such maintenance must be conducted by a qualified and licensed maintenance contractor. The inspection of the Stormwater Facilities shall be conducted by a qualified and licensed person and the inspection will be as outlined in the Stormwater Manual. The results of any annual inspection, including recommendations for maintenance and certification shall be provided to the City of Blaine by December 31 of each year. Except as part of Stormwater Facilities Maintenance and/or repair or as otherwise approved by the City of Blaine, no construction, clearing, grading, filling, burning, or chemical maintenance of plants shall occur within any Stormwater Facilities. All costs associated with the Stormwater Facilities maintenance will be the responsibility of the Association to be assessed to the Owners. In the event the Association fails to maintain the Stormwater Facilities as outlined above, the City shall have the right to enter the site and inspect facilities, to make repairs and Improvements if deemed necessary by the City to prevent significant risk to public and private facilities. The City shall have the right to collect the cost of said repairs or Improvements from the Owners in proportion to their Allocated Interests. The Declarant and/or Association shall have the right to enter the Stormwater Facilities to remove vegetation or other items that are inconsistent with the Stormwater Manual or interfere with the Stormwater Facilities. Drainage Facility Maintenance Covenants are required by the City to protect private and public property, private and public drainage infrastructure, natural resources, downstream property owners, and the general public. The Drainage Facility Maintenance Covenants are recorded at Whatcom County Auditor's File Nos. 2021-1004708 and ~~2023-0300618~~. Pursuant to this Declaration, the Association is completely responsible for the Stormwater Facilities, including as detailed in the Drainage Facilities Maintenance Covenants.

- 5.5.3 Landscaping and Buffer. The Community has a landscaping plan that must be abided by. The initial plantings will be installed by the Declarant. The Association is responsible for all maintenance and Upkeep of the landscaping as detailed in the landscaping plan and herein. The landscaping shall be kept in a neat and orderly condition by the Association. There is a 20-foot buffer around the entire Community. Of this 20 feet, 15 feet is to remain in its natural state and shall be kept free of yard debris and other items and the remaining 5 feet is to be landscaped pursuant to the landscaping plan. The entire buffer shall be the responsibility of the Association pursuant to the standards set forth herein and the landscaping plan.

The five-foot buffer area that is landscaped shall be maintained by the Association according to the standard above.

- 5.5.4 Street Trees. Pursuant to City Public Works Development Standards, the street trees are the responsibility of the Association. While not a Common Element of the Community, the Association shall treat the street trees as if they were a Common Element and shall be responsible for the maintenance or replacement of the trees.
- 5.5.5 Recreational Amenity Furniture. Any recreational amenity furniture installed in the open space areas are part of the Common Elements as described in Section 5.1.12 above. The Association is responsible for all maintenance, repair, or replacement of these items.
- 5.5.6 Prohibition against Dumping. The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.
- 5.5.7 Prohibition against Commercial Pesticides. The Community is located in an aquifer recharge area. Therefore, the use of commercial pesticides is strictly prohibited. The use of fertilizers shall be limited.
- 5.7.1 Description of Limited Common Elements. The Limited Common Elements of the Community consist of the parking area located within Tract 1H which are allocated to Lots 25 through 43 as they are cottage houses without on-street parking. All parking is for the benefit of those Lot Owners and their tenants and guests and are intended to be for short term parking only. The parking is subject to Rules adopted by the Board. Additional Limited Common Elements may be added pursuant to Special Declarant Rights and Development Rights reserved herein.

\* \* \* \* \*

- 6.1 Name and Form of Association. The name of the Association shall be "Ridge at Harbor Hills Community Association." The Association has been incorporated by the Declarant as a non-profit corporation under the laws of the State of Washington. The Declarant will file Articles of Amendment with the Secretary of State to change the name to the above name. The rights and duties of the members and the corporation shall be governed by the provisions of the Governing Law and this Declaration. The Association shall remain organized as a nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Governing Law, the Governing Law shall control.

\* \* \* \* \*

- 10.1.2 Name of Insured - Certain Insuring Arrangements Prohibited. The name of the insured under each required policy shall be stated as follows: "Ridge at Harbor Hills Community Association." The Association must be the First Named Insured under

each policy. Having the Association named as an “additional insured” or “additional named insured” in a pooled insurance program or agreement maintained by a Managing Agent or other third party, which provides coverage to unrelated projects, does NOT satisfy this requirement.

\*\*\*\*\*

15.1.7 Trail Easement. The Declarant hereby grants, reserves, and conveys to all Owners a non-exclusive, perpetual easement for pedestrian and bicycle access over and across the trail system located in Tracts 1A, 1B, 1C, 1F, 1G, 2C and 2D, as well as specifically shown on the Plat Map-Division I between Lot 13 and Lot 14 and continuing across Tract 1E. In addition, separate trail easements are also established in favor of the general public and the Association pursuant to the recorded trail easements at Whatcom County Auditor’s File Nos. 2021-1004709 and 2023-0300617. The trail system will be expanded with Future Divisions. The intent of this trail easement is to provide for trail access and recreation across the open space of the Subdivision. This trail easement is for the benefit of all Lots in the Property and the general public, and shall be part of the Common Elements. The Association shall be responsible for the maintenance and Upkeep of the trail system, as provided in this Declaration. The Association may establish and maintain signs along the trail system as may be approved by the City for the purposes of identifying and protecting open space and stormwater facilities. Except for the portion of the trail system located within Tract 1E and Lots 13 and 14 of the Plat Map-Division I, the trail easement granted herein is “as built” (meaning the easement is granted over the entire Tract but the easement itself is limited to the area that the trail is actually located), as the trail system has not been precisely located. The trail easement is limited to the constructed trail only and does not extend to any other real property within the Property. The Association may record an updated survey showing the exact location of the trail easements.

\*\*\*\*\*

15.3.1 Easements Shown on Plat Map – Phase II. The easements shown on the Plat Map – Phase II are for the benefit of the Lot Owners and Occupants of Lots, for utility providers, and for the City as noted on the Plat Map – Phase II. These easements are non-exclusive easements, except as otherwise noted on the face of the Plat Map – Phase II, and are subject to rules established by the Association.

\*\*\*\*\*

ARTICLE XVIII

PLAT MAP

Contemporaneously herewith, the Declarant has recorded with the Auditor of Whatcom County, Washington, a final Plat Map for the Plat of East Maple Ridge – Division II, a Planned Unit Development showing the location and dimensions of various Lots and Tracts within Division



II of the Subdivision, together with other required information; this Plat Map – Division II, is recorded under Auditor’s File No. 2023-0300616, records of Whatcom County, Washington, and is part of this Declaration. The Declarant previously recorded with the Auditor of Whatcom County, Washington, a final Plat Map for the Plat of East Maple Ridge – Division I, a Planned Unit Development showing the location and dimensions of various Lots and Tracts within the Property, together with other required information; this Plat Map, together with any and all amendments, is recorded under Auditor’s File No. 2021-1004706, records of Whatcom County, Washington, and is part of this Declaration. Collectively, these Plat Maps show all of the Lots created within the Property.

\*\*\*\*\*

Exhibits:

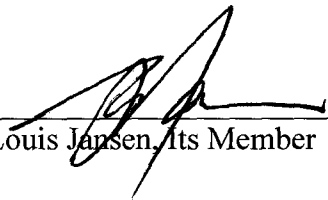
Attached hereto are amendments to Exhibit “B”, “C”, “D”, “E”, “G” and “H”.

\*\*\*\*\*

Except as modified by this First Amendment, all of the terms and provisions of the Declaration of Covenants are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed as of the date first set forth above.

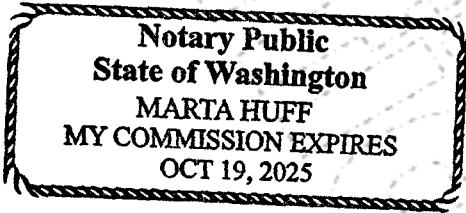
EAST MAPLE RIDGE LLC

  
By: Louis Jansen, Its Member

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF WHATCOM )

On this 3<sup>rd</sup> day of March, 2023, before me personally appeared Louis Jansen, to me known to be a Member of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company 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 year first above written.



Marta Huff  
PRINTED NAME: Marta Huff  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 10-19-2025

FIRST AMENDMENT TO EXHIBIT "B"  
LEGAL DESCRIPTION OF DIVISION I AND DIVISION II

**LEGAL DESCRIPTION OF PLAT OF EAST MAPLE RIDGE – DIVISION I**

LOTS 1 THROUGH 48, TRACTS 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, AND 1I, PARCELS MF-1, MF-2, MF-3, MF-4, MF-5, MF-6, MF-7, MF-8, MF-9, MF-10, MF-11 AND MF-12 AND PARK TRACTS NORTH AND SOUTH, ALL AS SHOWN ON THE PLAT OF EAST MAPLE RIDGE – DIVISION 1, RECORDED UNDER AUDITOR'S FILE No.2021-1004706, RECORDS OF WHATCOM COUNTY, WASHINGTON. SITUATE IN WHATCOM COUNTY, WASHINGTON.

**LEGAL DESCRIPTION OF PLAT OF EAST MAPLE RIDGE – DIVISION II**

LOTS 1 THROUGH 78, PARCELS MF-1, MF-2, MF-3, MF-4, MF-5, MF-6, MF-7, MF-8 AND TRACTS 2A, 2B, 2C AND 2D AND DEVELOPMENT TRACT 1, ALL AS SHOWN ON THE PLAT OF EAST MAPLE RIDGE DIVISION II, RECORDED UNDER AUDITOR'S FILE No.2023- 0300616 , RECORDS OF WHATCOM COUNTY, WASHINGTON. SITUATE IN WHATCOM COUNTY, WASHINGTON.

FIRST AMENDMENT TO EXHIBIT "C"  
LEGAL DESCRIPTION OF FUTURE PHASE PROPERTY

DEVELOPMENT TRACT 3, PLAT OF EAST MAPLE RIDGE – DIVISION 1, RECORDED UNDER AUDITOR'S FILE No.2021-1004706, RECORDS OF WHATCOM COUNTY, WASHINGTON.

DEVELOPMENT TRACT 1, THE PLAT OF EAST MAPLE RIDGE DIVISION II, RECORDED UNDER AUDITOR'S FILE No.2023- 0300616, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

FIRST AMENDMENT TO EXHIBIT "D"  
OPERATIONS AND MAINTENANCE MANUAL

The East Maple Ridge – Phase 1 Stormwater Operation and Maintenance Guidelines – Pond 1 revised June 4, 2021 prepared by Associated Project Consultants Inc., P.S. attached as Exhibit "D" to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Plat of East Maple Ridge – Division 1 is applicable to the Stormwater Facilities within Division 1 and Division 2 of the Plat of East Maple Ridge.

**First Amendment to Exhibit "E"**  
 Distribution of Allowable Impervious Surfaces  
 East Maple Ridge - Division I

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 1	6,274	3,000
Lot 2	5,700	3,000
Lot 3	6,000	3,000
Lot 4	6,114	3,000
Lot 5	5,700	3,000
Lot 6	5,700	3,000
Lot 7	5,700	3,000
Lot 8	5,700	3,000
Lot 9	5,701	3,000
Lot 10	7,076	3,000
Lot 11	9,822	3,000
Lot 12	6,577	3,000
Lot 13	8,756	3,000
Lot 14	5,888	3,000
Lot 15	6,526	3,000
Lot 16	6,280	3,000
Lot 17	5,890	3,000
Lot 18	5,890	3,000
Lot 19	5,890	3,000
Lot 20	5,890	3,000
Lot 21	5,567	3,000
Lot 22	5,507	3,000
Lot 23	5,890	3,000
Lot 24	6,457	3,000
Lot 25	4,868	3,000
Lot 26	4,000	2,400
Lot 27	4,000	2,400
Lot 28	4,000	2,400
Lot 29	4,000	2,400
Lot 30	4,000	2,400
Lot 31	4,000	2,400
Lot 32	4,000	2,400
Lot 33	4,524	2,400
Lot 34	4,669	2,400

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 35	5,142	2,400
Lot 36	4,666	2,400
Lot 37	4,000	2,400
Lot 38	4,000	2,400
Lot 39	4,003	2,400
Lot 40	4,125	2,400
Lot 41	4,096	2,400
Lot 42	4,169	2,400
Lot 43	4,395	2,400
Lot 44	5,628	3,000
Lot 45	5,316	3,000
Lot 46	5,773	3,000
Lot 47	4,687	3,000
Lot 48	7,492	3,000
<hr/>		
	260,048	133,200
Parcel MF-1	12,896	5,335
Parcel MF-2	13,108	6,500
Parcel MF-3	10,839	6,505
Parcel MF-4	15,443	5,330
Parcel MF-5	10,302	6,370
Parcel MF-6	10,365	6,380
Parcel MF-7	11,920	5,335
Parcel MF-8	10,627	6,370
Parcel MF-9	10,711	6,370
Parcel MF-10	10,854	5,340
Parcel MF-11	10,627	6,560
Parcel MF-12	14,195	6,580
<hr/>		
	141,887	72,975
Imperv btw Parcels & SW		1,000
<hr/>		
		73,975
<b>Total:</b>	<b>401,935</b>	<b>207,175</b>

## First Amendment to Exhibit "E" (continued)

Distribution of Allowable Impervious Surfaces  
East Maple Ridge - Division II

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 1	5,775	3,000
Lot 2	5,775	3,000
Lot 3	5,775	3,000
Lot 4	5,775	3,000
Lot 5	5,775	3,000
Lot 6	5,775	3,000
Lot 7	5,292	3,000
Lot 8	6,481	3,800
Lot 9	4,811	3,000
Lot 10	5,138	3,000
Lot 11	5,500	3,000
Lot 12	5,000	3,000
Lot 13	5,000	3,000
Lot 14	5,000	3,000
Lot 15	5,000	3,000
Lot 16	5,873	3,000
Lot 17	5,689	3,000
Lot 18	6,395	3,000
Lot 19	6,411	3,000
Lot 20	6,124	3,000
Lot 21	4,917	3,000
Lot 22	4,912	3,000
Lot 23	4,909	3,000
Lot 24	4,904	3,000
Lot 25	4,900	3,000
Lot 26	4,896	3,000
Lot 27	4,892	3,000
Lot 28	4,889	3,000
Lot 29	5,512	3,000
Lot 30	6,119	3,600
Lot 31	6,575	3,600
Lot 32	8,557	3,600
Lot 33	6,334	3,000
Lot 34	5,362	3,000
Lot 35	5,362	3,000
Lot 36	5,362	3,000
Lot 37	5,362	3,000
Lot 38	5,362	3,000
Lot 39	5,362	3,000
Lot 40	6,891	3,000
Lot 41	6,919	3,000
Lot 42	5,362	3,000
Lot 43	5,362	3,000
Lot 44	5,362	3,000
Lot 45	5,362	3,000
Lot 46	5,362	3,000

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 47	5,362	3,000
Lot 48	6,334	3,000
Lot 49	6,138	3,400
Lot 50	5,406	3,000
Lot 51	5,353	3,000
Lot 52	5,353	3,000
Lot 53	5,354	3,000
Lot 54	5,353	3,000
Lot 55	5,353	3,000
Lot 56	5,355	3,000
Lot 57	5,355	3,000
Lot 58	5,626	3,400
Lot 59	6,412	4,000
Lot 60	7,199	4,900
Lot 61	6,141	3,000
Lot 62	6,138	3,000
Lot 63	6,247	3,000
Lot 64	6,278	3,000
Lot 65	6,125	3,000
Lot 66	6,465	3,000
Lot 67	6,840	3,000
Lot 68	9,424	4,200
Lot 69	5,005	3,000
Lot 70	5,867	3,000
Lot 71	7,063	3,000
Lot 72	6,046	3,000
Lot 73	6,046	3,000
Lot 74	7,840	3,000
Lot 75	5,230	3,000
Lot 76	5,824	3,000
Lot 77	5,829	3,000
Lot 78	5,000	3,000
450,833		241,500
Parcel MF-1	13,300	6,800
Parcel MF-2	10,865	6,800
Parcel MF-3	13,101	6,800
Parcel MF-4	10,464	6,800
Parcel MF-5	12,836	6,800
Parcel MF-6	13,434	6,800
Parcel MF-7	13,822	9,200
Parcel MF-8	11,499	6,800
99,321		56,800
<b>Total:</b>	<b>550,154</b>	<b>298,300</b>

## FIRST AMENDMENT TO EXHIBIT "G"

### ARCHITECTURAL and CONTRACTOR STANDARDS. Outline of Architectural Standards and Restrictions.

The following are architectural and contractual standards for the Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge (commonly referred to as the CC&Rs). The purpose of the CC&Rs is to preserve the natural beauty of the East Maple Ridge Plat; to establish and preserve a harmonious and aesthetically pleasing design for the development; and to protect and promote the overall value of East Maple Ridge and surrounding neighborhoods. These architectural and contractor standards are adopted by the Board of Directors of the Ridge at Harbor Hills Community Association (formerly known as East Maple Ridge Community Association) pursuant to the authority to adopt Design guidelines and Rules for the Association.

#### **SINGLE FAMILY ATTACHED AND DETACHED HOUSING**

1. **Setback and Height Limits:** No home shall exceed 35 feet in height from the average lot grade to the peak of the roof. All construction of improvements within a parcel shall be set back from the boundaries of each parcel a minimum of 10 feet for rear yards, 5-feet for side yards, and 15-feet for front yards for non-garage portions of the home and 20-feet for garages. Homes on flanking streets shall be set back a minimum of 12.5', with an average minimum of 15' allowed. Garages that are oriented 90 degrees to the street may reduce the garage front yard setback to 10'.
2. **Minimum Living Space:** All homes shall be a minimum of 1,200 sq. ft. of living space.
3. **Roof Pitch:** 3:12 minimum, 10:12 maximum.
4. **Roofing Material(s):** Approved materials shall include natural cedar shingles or shakes, tile or a 30 year architectural composition.
5. **Roof Plan:** No rooftop mechanical devices except flues and vents. Solar collectors and/or skylights mounted on roof plane should not exceed 20% of total roof area. Roof overhangs shall be a minimum of 18" and be consistent around perimeter of building.
6. **Siding & Accent Material(s):** At least two siding materials must be used on any single building. The primary siding material shall be wood, wood shingle or concrete composite lap and it must appear on all elevations. The accent material(s) shall be wood shingles, concrete composite, stone, brick, stucco, etc.... Alternatives may be approved by the East Maple Ridge Architectural Standards Committee (EMRASC). Accent materials shall cover between 10 to 30 percent of the street facing façade(s). All exterior wood surfaces must be stained or sealed with a wood preservative.
7. **Exterior Color Scheme:** Exterior finish shall be of earth tone hues acceptable to EMRASC. No two identical color schemes can be placed side by side or directly across the street from one another.
8. **Windows and Entry Doors:** Permitted window sash materials include: wood, aluminum and vinyl in acceptable colors. Natural aluminum is not permitted. Entry doors are to be consistent with style of the home, are to be multi-paneled and should either have a window feature or side light. Weather protection must be provided above front door.
9. **Foundation Exposure:** Above grade foundation exposure is not to exceed twelve (12) inches. Exposures greater than twelve inches *may be allowed in limited circumstances*, and can be



## FIRST AMENDMENT TO EXHIBIT "G"

(continued)

treated with a siding veneer, a rock veneer, sandblasting, or other remedy pre-approved by EMRASC.

10. **Driveway:** Allowed materials include: asphalt, concrete, brick, or Cementous pavers.
11. **Exterior Appearance:** Exterior elements not allowed include: outside clotheslines, tarps, perimeter fencing and foil or reflective material used on windows. Carports are not permitted. No two houses having the same floorplan, front elevation and roof plan may be built within 500' from each other as measured along the centerline of the fronting street by the shortest possible route.
12. **Corner Lots:** Each façade facing the public realm must be treated as a front façade, including the architectural standards noted under that section.
13. **Utility and Service Connections** (gas and electric meters, telephone and security system boxes, etc.): must be located in an obscure location and clearly shown on plans; must be screened from view; and must be painted to match the house if located too high on the wall to be screened with landscaping. Locks that bar access to utilities will not be allowed or they may be removed.
14. **Exterior Lighting:** Type and placement of exterior lighting devices must be approved by EMRASC. All proposed exterior fixtures must be indicated on the exterior elevation plans. The objective is to eliminate glare and annoyance to adjacent property owners and passersby. Although indirect lighting (defined below) is preferred, limited direct lighting (defined below) may be acceptable. Direct lighting is to be used for decoration and accent only and must not be used for safety purposes. Acceptable Indirect Safety Lighting fixture types include: recessed can or pot lights; below-ground, up lighting; low-louvered, landscape lights; and wall-mounted, shielded up/down lights. Direct Decorative Lighting fixtures will be assessed by the EMRASC on a case-by-case basis. Under no circumstances will clear or colored glass or bulbs be allowed, and in no case may the total wattage per fixture exceed 25 watts. Security Lighting: Any direct lighting over 25 watts must be switched by motion detector only. Detection range is limited to your property.
15. **Mail Boxes:** A group mailbox will be provided within the entryway.
16. **Trash and Recycling:** Containers are to be stored within private garages or where screened from public view and brought to the street on collection day only.
17. **Signs:** One approved sign with owner's last name permitted.
18. **Antennas:** No radio receivers or antennas are permitted outside the house. Satellite dishes 18" in diameter or less may be allowed, if unobtrusive, so as to blend with the surroundings.
19. **Fences:** No front-yard perimeter fencing is allowed. A decorative two-rail split rail fence, not to exceed 36", may be used as part of the landscaping. Rear-yard perimeter fencing is allowed provided it meets the fencing requirements outlined in Figure 4.
20. **Pets:** Dog kennels, when authorized, must be screened and constructed matching the home exterior.
21. **Completion:** The home exterior and landscaping must be completed within one year after the construction has begun.
22. **Landscaping:** All landscaping must be completed within ninety days of occupancy or substantial completion of the construction. Also see Appendix B: Landscape Standards.
23. **Excavating:** Please exercise care when excavating; excavation may not encroach upon

## FIRST AMENDMENT TO EXHIBIT "G"

(continued)

neighboring lots. Do not push dirt against trees.

**24. Brushing/Clearing:** Hillside lots should not be severely cleared too far in advance of building start, for erosion control.

**25. Construction Debris:**

- **A trash receptacle must be on-site at all times.** A thorough clean up must be conducted at the end of each day of all personal and construction debris. Dumpster must be emptied as needed to maintain an orderly site.
- **Streets are to be kept free of dirt and debris.** Building materials must be neatly maintained at all times.
- **Construction vehicles are to be parked on site.** Or, adjacent to site on one side of the street only, and are to be removed (except for large construction equipment) every night.
- **Drainage patterns are to be checked closely during construction** to avoid erosion onto neighboring lots and into storm drains. Under no circumstance will the physical impact of construction on the adjacent properties be allowed without specific written permission of the affected property owners.

**26. Job Trailer:** One trailer, or "job shack", per site is allowed, and it must be kept unobtrusive. The unit shall be small in size, as far off the road as possible, maintained neatly, and removed when construction is substantially complete.

**27. Temporary Sanitary Facilities:** The door should be turned away from the street and neighbors, and be located well onto the property.

**28. Common Courtesy:** The impact of any construction on nearby neighbors should be kept to an absolute minimum. Concerns include: parking and noise outside of normal working hours or workdays.

**29. Street and Pathway Repairs:** Streets, gutters and/or pathways which are disturbed during construction must be repaired to original condition.

**30. Crawl Space Access Covers and Roof Vents:** Crawl space access covers must either match the exterior of the home, or be painted to match the exterior of the home (if a galvanized cover is used). Plastic and metal roof vents must blend with roofing (i.e. painted to blend with the roofing).

### **COTTAGE HOUSING**

Cottage housing should meet architectural standards of Single Family homes. In addition, Cottage Homes must:

- Be a minimum of 800 sq ft and a maximum of 1,500 sq ft of living space.
- Garage shall be accessed from the alleyway

### **MULTI FAMILY HOUSING**

Multi-Family Housing should meet the architectural standards of Single Family homes. In addition, multi-family homes must:

- Not exceed three stories or 45' in height
- Not exceed a maximum of six units in length

## FIRST AMENDMENT TO EXHIBIT "G"

(continued)

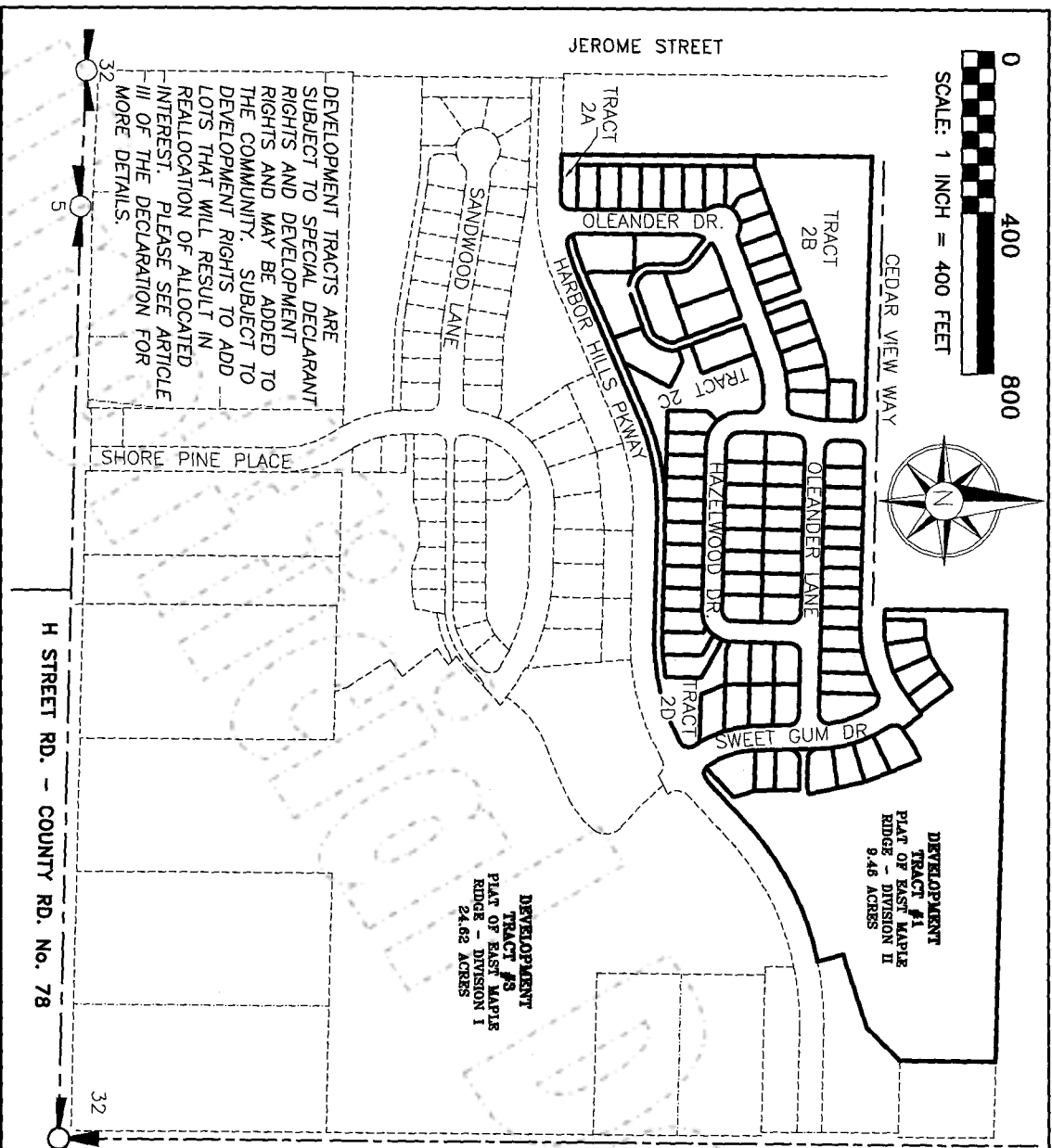
- Be modulated horizontally and vertically. Long flat facades are not allowed, monolithic or overly repetitive forms are to be avoided.
- Have varying rooflines. Rooflines are to be pitched, particularly on lower roofs, to blend in with the scale of adjacent buildings. Large areas of blank roof must be broken up with smaller features such as dormers.
- Provide a separate walkway from the street or driveway to the home entrance.
- Residential entrances must be oriented towards the street or private lane and be distinctly visible from the street or lane.
- Windows to the living spaces must be placed on the front façade.

### COMMERCIAL

Commercial Buildings must meet architectural standards of Single Family Homes with the following modifications:

- 1. Setback and Height Limits:** No building shall exceed 45' or three stories in height from the average lot grade to the peak of the roof. All construction of improvements within a parcel shall be set back from the boundaries of each parcel 10' from adjacent right-of-way or adjacent residential lots or tracts and 0-feet from all other areas.
- 2. Minimum Living Space:** Does not apply
- 5. Roof Plan:** Have varying rooflines. Rooflines are to be pitched, particularly on lower roofs, to blend in with the scale of adjacent buildings. Large areas of blank roof must be broken up with smaller features such as dormers. Roof overhangs shall be a minimum of 18".
- 11. Exterior Appearance:** Exterior elements not allowed include: outside clotheslines, tarps, perimeter fencing and foil or reflective material used on windows.
- 15. Mail Boxes:** Does not apply
- 17. Signs:** Signage shall adhere to the design guidelines, scale and location requirements set forth by BMC 17.122.150. BMC 17.122.200D Illumination Standards shall apply.
- 19. Fences:** No fencing is allowed. A decorative two-rail split rail fence, not to exceed 36", may be used as part of the landscaping.
- 20. Pets:** Does not apply

FIRST AMENDMENT TO EXHIBIT "H"  
DECLARATION MAP FOR DIVISION II



**THE PLAT OF EAST MAPLE RIDGE - DIVISION II**

PORTION OF THE NW 1/4 SE 1/4 & NE 1/4 SE 1/4 & SW 1/4 SE 1/4 SECTION 32, TOWNSHIP 41 NORTH, RANGE 1 EAST OF W.M., WITHIN THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON

DECLARANT CERTIFICATE AND DECLARATION:

THE UNDERSIGNED OWNER OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED EAST MAPLE RIDGE AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR EAST MAPLE RIDGE, RECORDED UNDER WHATCOM COUNTY RECORDING No. 2023-0300616.

LOUIS JANSEN, MANAGING MEMBER  
EAST MAPLE RIDGE, L.L.C.

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF WHATCOM )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT LOUIS JANSEN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MANAGING MEMBER OF EAST MAPLE RIDGE, A LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

THIS 3rd DAY OF March, 2023.

*Marta Huff*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.

RESIDING AT Blaine, WASHINGTON. MY COMMISSION EXPIRES 10-19-25

**Notary Public**  
State of Washington  
MARTA HUFF  
MY COMMISSION EXPIRES  
OCT 19, 2025

FIRST AMENDMENT TO EXHIBIT "H"

(Continued)

<b>East Maple Ridge Amenities</b>	
Tract ID	Type of Amenity
DIVISION 2 (110 Units)	
2C	Open Turf Play Area
2C	Trail Segment
2C	Trail Sign
2C	Dog Waste Station
2D	Trail Segment
2D	Dog Waste Station

See East Maple Ridge Master Plan for additional information.



After Recording Return To:

SCOT S. SWANSON  
BELCHER SWANSON LAW FIRM, P.L.L.C.  
900 DUPONT STREET  
BELLINGHAM, WA 98225

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Document Title: Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge, Division I  
Declarant/Grantor/Grantee: East Maple Ridge LLC  
Legal Description: DEVELOPMENT TRACT NO. 1, PLAT OF EAST MAPLE RIDGE – DIVISION II, RECORDED UNDER AUDITOR’S FILE NUMBER 2023-0300616, RECORDS OF WHATCOM COUNTY, WASHINGTON  
Assessor's Tax Parcel ID#: 410132 505215 0000  
Related Documents: AF No.: 2021-1004707 and AF No.: 2023-300619

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR EAST MAPLE RIDGE– DIVISION I**

PURPOSE: To Exercise Development Rights to Add Additional Division of Development (Division III).

THIS SECOND AMENDMENT is made and entered into this 22 day of December, 2023, by and between East Maple Ridge LLC, a Washington limited liability company (“Declarant”).

**RECITALS:**

WHEREAS, the Declarant executed certain Governing Documents establishing East Maple Ridge, in the City of Blaine, Whatcom County, Washington and caused the Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge– Division I to be recorded in the land records of said County at Auditor’s File No. 2021-1004707, which has been amended by the First Amendment to Declaration of Covenants, Restrictions and Reservations for East Maple Ridge Division – I which added Division II to the Community recorded in the land records of Whatcom County at Auditor’s File No. 2023-0300619 and Plat Map recorded in the land records of said County at Auditor’s File No. 2021-1004706 as well as the Plat Map for Division II recorded in the land records of said County at Auditor’s File No. 2023-0300616; and

WHEREAS, pursuant to Sections 3.3.2 and 3.4 of the Declaration, the Declarant may unilaterally amend the Governing Documents from time to time to exercise Development Rights; and

WHEREAS, in Section 3.3.1 of the Declaration, the Declarant reserved Development Rights to develop the Community in “Future Divisions” by adding improvements to the Community and creating additional Lots and Common Elements within Real Property included in the Community; and

WHEREAS, the Declarant now wishes to exercise portions of its Development Rights and has created additional improvements, Lots, and Common Elements as more particularly described below; all for the purpose of creating an additional division of development, known as “Division III”, for Development Area 3 consisting of thirty-seven (37) additional Lots, with additional Common Element Tracts and public roads as described in Subsection 3.3.1 of the Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration in order to add the platted Lots to the Community, and has satisfied all municipal requirements associated with such Plat; and

WHEREAS, the Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided for in the original Declaration of Covenants, Conditions, Restrictions and Reservations for East Maple Ridge – Division I, which by this Second Amendment to Declaration will be applied to Division III; and

WHEREAS, it was the intent of the Declarant that East Maple Ridge would grow when Future Division Property became part of the Plat of East Maple Ridge upon final approval of a Future Division; and

WHEREAS, the Declarant has now received final approval of Division III and desires to add the Division III Lots to the Subdivision.

NOW, THEREFORE, pursuant to and in compliance with Sections 3.3.2 and 3.4 of the Declaration and RCW 64.90.250, the Declarant hereby amends the Declaration by amending or adding the following Sections of the Declaration as follows:

2.16.2 “Division III” means the portion of the Property described in Exhibit “B” Section 2, which includes thirty-seven (37) single-family Lots, three (3) Common Element Tracts, and one (1) Public Park Tract, as shown on the Plat Map - Division III.

2.34.2 “Plat Map - Division III” means the recorded final Plat Map entitled Plat of East Maple Ridge – Division III and any subsequent amendments thereof. Per the definition above, the term Plat Map includes the Plat Map – Division III.

2.21 “Future Division Property” means the portion of the Property legally described on Exhibit “A” upon which the Declarant has the right to create Lots, Parcels, Tracts, or Common Elements, as legally described in Exhibit “C”, and shown on the Plat Map and Declaration Map attached as Exhibit “H”. The Future Division Property is broken up into Development Tracts as shown on the Declaration Map. The Future Division Property will be amended as a Future Division is added to the Community. With the exception of Development Tract 4, the Future Division Property is presently owned by the Declarant (or Declarant has

the option to purchase) and contemplated to be developed by the Declarant in multiple additional Future Divisions. In the event Declarant does not exercise its option to purchase any of the Future Division Property, then the Declarant shall assign the Special Declarant Rights and Development Rights associated with that portion of the Future Division Property to the Owner of that Property.

2.41 “Stormwater Facilities” means those facilities used for the transmission, conveyance, treatment and detention of stormwater, including but not limited to pipes, ditches, manholes, and ponds, constructed for the Community. The Stormwater Facilities will continually be added as Future Divisions are added. The Stormwater Facilities do not include any individual stormwater infiltration facility, nor do they include gutters, down spouts, and lines connecting individual buildings or other structures to the Stormwater Facilities. The Stormwater Facilities are currently designed to serve Divisions I, II, and III, and include the following: Stormwater conveyance piping, catch basins and manholes in the Shore Pine Place, Sandwood Lane, Harbor Hills Parkway, Oleander Drive, Oleander Lane, Hazelwood Drive, Sweet Gum Drive and Cedar View Way right-of-way; stormwater conveyance piping catch basins and manholes in Tracts 1A, 1B, 1C, 1D and 1E as depicted on the Division I Plat, and Tracts 2A and 2B as depicted on the Division II Plat; the stormwater treatment and detention pond together with associated inlet and outlet catch basins and manholes located in Tracts 1B and 2B. Additional Stormwater Facilities will be constructed to serve Future Divisions as they are added to the Community.

2.43 “Tract” means any parcel of real property within the boundaries of the Subdivision not consisting of a Lot or Parcel, and not dedicated to the City. Common Element Tracts are described in Article V. In addition, there are a total of three (3) additional Development Tracts that may be developed in the future and incorporated into shown on the Division I Plat Map that are the Future Division Property and not part of the Community at this time but may be added to the Community pursuant to Development Rights and Special Declarant Rights reserved herein. In addition, Development Tract 4, as shown on the Plat Map, is designed for Commercial Development and not part of the Community or the Future Division Property. Provided pursuant to City requirements and the Master Plan, a portion of Development Tract 4 is to be developed into a playground, which may be conveyed to the Association in the future. As of this Second Amendment, there is one (1) Development Tract remaining to be developed, which is Development Tract No. 3 as shown on the Plat Map. The original Development Tract 1 as shown on the Plat Map was developed in Division II and the Development Tract 1 as shown on the Plat Map – Division II was developed into Division III as described in this Second Amendment.

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### 3.1 Description of Project and Development Plan.

3.1.1 General Details. The Community has been and will be developed in accordance with the permits and approvals for the East Maple Ridge Plat, including the conditions of approval contained in Ordinance No. 20-2947 dated June 22, 2020 and the Master Plan (“Development Plan”). Variation of the Development Plan



may be pursued as a PUD modification or PUD amendment, and/or other permits as may apply. The Community is a residential subdivision processed as a planned unit development. The Community will have a variety of housing types including traditional single-family detached Dwelling Units as well as multi-family (attached) Dwelling Units and smaller cottage-style single-family detached Dwelling Units. In general, the Development Plan is detailed in the Master Plan, which is available from the Declarant (during the Declarant Control period), Association, or the City.

3.1.2 Development in Future Divisions. The Declarant intends to develop the Community within additional Development Areas, within Development Tracts 3 as shown on the Plat Map-Division I. An amended Declaration Map showing the Development Areas after the incorporation of Division II into the Community is attached to the Declaration hereto as Exhibit "H". Division I (Development Area 1) consists of forty-eight (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight (48) Dwelling Units) and nine (9) Common Element Tracts as shown on the Plat Map-Division I. Division II, depicted as Development Area 1 and small portion of Development Area 2 on the Plat Map-Division I, consists of seventy-eight (78) Lots, eight (8) multi-family parcels (with the potential of thirty-two (32) Dwelling Units, four (4) Common Element Tracts and a remainder Development Tract as shown on the Plat Map-Division II. Division III, depicted as Development Area 1 on the Plat Map – Division II, consists of thirty-seven (37) Lots, three (3) Common Element Tracts and one (1) Public Park Tract. The Declarant has reserved Development Rights and Special Declarant Rights that allow the construction of infrastructure and creation of Lots, Parcels and Tracts on the Future Division Property in the Future Division. Including Division I, II and III, the Declarant may create up to a total of three hundred and fifty-three (353) Dwelling Units, which will be a combination of single-family detached and cottage Dwelling Units on Lots and multi-family (attached) Dwelling Units on Parcels (currently planned as two hundred forty-one (241) single-family and cottage, and one hundred twelve (112) multi-family Dwelling Units), and Tracts in Future Divisions by the recording of a Future Division Amendment to the Declaration in accordance with Subsection 3.3.2(b). The timing of and whether the Declarant develops a Future Division on the Future Division Property is in Declarant's sole discretion. The timing of whether the Declarant develops a Future Division on the Future Division Property is in the Declarant's discretion, so long as such Future Division(s) comply with the Planned Unit Development approved on June 22, 2020 pursuant to Ordinance No. 20-2947.

3.1.3 Continued Consistency with Development Plan Required. All further use and development of the Property in this Community, including Future Division Property subject to Development Rights, shall be consistent with the Ordinance and with such Development Plan, as it may be amended, and conditions of approval for the East Maple Ridge Plat, Ordinance No. 20-2947, subject to the approval of the City. It is anticipated that the Declarant may make minor modifications to the

Master Plan to be consistent with how the project is developed. Major changes to the Master Plan require a modification approved by the City.

3.1.4 Commercial Component. There is a commercial component approved as part of the East Maple Ridge Plat that is located within Development Tract 4 as shown on the Plat Map-Division I. It is the intention of the Declarant that Development Tract 4 not be included within the Community or subject to this Declaration, as long as it is developed with commercial uses. Development Tract 4 will be developed in accordance with the Master Plan and City requirements. A playground is required on a portion of Development Tract 4. The Association agrees to accept the conveyance of the playground in the future.

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### 3.3. Development Rights.

3.3.1. Description. Pursuant to RCW 64.90.225(1)(g), the Declarant reserves Development Rights that are personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant, as follows:

- 3.3.1.1. The right to add infrastructure and Improvements to the Community. This includes but is not limited to infrastructure, utilities, and other Improvements in Future Division(s) on the Future Division Property. In addition, this includes but is not limited to the right to make Improvements to the existing Common Elements, including the right to make Improvements or modifications to existing Stormwater Facilities to accommodate runoff generated from Future Divisions.
- 3.3.1.2. The right to create Lots, Parcels, Tracts and Common Elements within the Future Division Property in Future Division(s).
- 3.3.1.3. The right to subdivide or combine Lots or Parcels and/or relocate their common boundaries or to convert Lots or Parcels into Common Elements.
- 3.3.1.4. The right to add Future Division Property within the Property as Future Division(s); included with this right is the right to reserve any easements necessary for the use of any Future Division Property not included in the Community.
- 3.3.1.5. All of the above-described Development Rights apply to the Future Division Property. In addition, the rights reserved in Subsections 3.3.1.1 and 3.3.1.3 apply to all of the real property described on Exhibit "A".
- 3.3.1.6. In particular, the Declarant reserves rights to expand the Community by adding Lots and Parcels used for Residential Purposes within the Community as Future Divisions. Declarant's current plans is to develop the Community pursuant to

Future Divisions as development areas. The development areas are described in the Master Plan and may differ from the Development Tracts shown on the Plat and Declaration Map. The development areas are described as follows:

- (a) Development Area 1 consists of forty-eight single family (48) Lots, twelve (12) multifamily Parcels (with the potential of forty-eight Dwelling Units) and nine (9) Common Element Tracts as shown on the Plat Map.
- (b) Development Area 2 consists of an additional seventy-eight (78) single-family Lots, eight (8) multifamily Parcels (with potential of thirty-two (32) Dwelling Units) and four (4) additional Common Element Tracts.
- (c) Development Area 3, consists of thirty-seven (37) single-family Lots and three (3) additional Common Element Tracts.
- (d) Development Area 4 in general, could consist of up to thirty-eight (38) single-family and cottage Lots, eight (8) multifamily Parcels (with potential of thirty-two (32) Dwelling Units) and additional Common Element Tracts.
- (e) Development Area 5 in general, could consist of up to forty (40) single family Lots and additional Common Element Tracts.
- (f) At any time within the period specified in Section 3.3.3 hereof, the Declarant may also create additional Common Elements, or relocate existing common amenities and facilities within the Community.
- (g) Subject to the rights of the City to modify provisions of the Development Plan stated in Section 3.1, during the course of development of the Community, the Future Divisions noted above may be combined, subdivided, or developed in a sequence different from that described above. Declarant's decision in this regard will be market-driven but will be made in a manner consistent with the wishes of Declarant's construction lenders and the City. As a result of the foregoing, the Declarant states pursuant to RCW 64.90.225(h), that no assurances are made with reference to the locations, boundaries or sizes of any proposed parcels of land that could be added to the Community, the sequence in which such parcels might be added, or whether if any Development Right is exercised in any such parcels subject to that Development Right, that Development Right must be exercised in all or in any other portion of the remainder of that parcel. Declarant shall confirm the addition of any new land to the Community in such Future Division by recording a Future Division Amendment with respect thereto, concurrently with the recordation of the approved Plat for such land.

(h)

Future Divisions will be created in phases and will consist of single-family detached Lots as well as multi-family (attached) Parcels, and Tracts. This Declaration in all of its terms shall apply to the real property within Future Divisions upon recording of the final plat formed in the Future Division on which it is stated the intent is to become a part of the Community. The Declarant reserves the right to remove, modify, add or change any covenants, conditions or restrictions, and reservations specific to the Future Division, in its sole discretion. The word "Subdivision" used in this Declaration shall apply, where applicable, to that portion of the Future Divisions that are subject to the terms of this Declaration and thereafter the reference to Future Division shall refer to the portion not subject to this Declaration, if any.

3.3.2. Procedure for Exercise. The following procedures govern the exercise of Development Rights:

3.3.2.1. General Procedure. To exercise any reserved Development Right, the Declarant must prepare, execute, and record an amendment to the Declaration, including if applicable, a Future Division Amendment in accordance with the requirements of RCW 64.90.285(3). In addition, the Declarant must obtain City approval for and record a final plat for any additional Lots, Parcels or Tracts that may be created in the Future Division Property. The Declarant is the Unit Owner of any Lots or Parcels created.

3.3.2.2. Future Division Amendment to Declaration. A Future Division Amendment to the Declaration shall assign an identifying number to each new Lot or Parcel created and shall reallocate the Allocated Interests following the amendment, using the same formulas or factors for allocation specified in Sections hereof. The Future Division Amendment shall amend Exhibit "C" to remove that portion of the property upon which Lots or Parcels being created are located from the Future Division Property, including those being created. In addition, the Future Division Amendment shall describe any Common Elements created.

3.3.3. Time Limits and other Limitations on Development Rights. The Declarant may exercise the Development Rights described in subsection 3.3 within fifteen (15) years from the date of the conveyance by the Declarant of the first Lot to a Purchaser. Declarant may commence construction of any Improvements relating to such Development Rights at any time prior thereto, under the Special Declarant Rights reserved in Section 3.4.

3.3.4. Sequence of Exercise of Rights. The Development Rights described in subsection 3.3.1 may be exercised, at any time, at different times and in any order, without further assurances or limitation of any sort, either in all or in any portion of the Property subject to such rights.

\* \* \* \* \*

4.1 Number and Location of Lots.

4.1.1 Number of Lots Following Second Amendment. The Community consists of one-hundred sixty-three (163) Lots, twenty (20) multifamily Parcels (with the potential of eighty (80) Dwelling Units) and sixteen (16) Common Element Tracts. The locations and dimensions of the Lots, Parcels and Tracts are shown on the Plat Maps for Divisions I, II and III, as amended.

4.1.2 Lots Created by Future Division Development. Including Division I, II and III, the Declarant reserves the right to have a combined total of three hundred and fifty-three (353) Dwelling Units within the Community by adding Future Divisions from the Future Division Property, pursuant to Development Rights reserved in Subsection 3.3.1. Reference shall be made to that Subsection for additional information.

\* \* \* \* \*

5.1 Description of Common Elements. Common Elements of the Community consist of the following (any terms not defined herein are defined in the Master Plan):

5.1.1 Tract 1A is an open space Tract as shown on the Plat Map that serves as an Active Buffer area (See Section 5.5.3 below) including a multi-use trail.

5.1.2 Tract 1B is an open space Tract as shown on the Plat Map that serves as a buffer (See Section 5.5.3 below) that includes a stormwater pond and a multi-use trail segment at its east end.

5.1.3 Tract 1C is an open space Tract as shown on the Plat Map that serves as an Active Buffer area containing a multi-use trail.

5.1.4 Tract 1D is an open space Tract as shown on the Plat Map serving as a Natural Buffer area (See Section 5.3.3 below), and is intended to remain naturally vegetated.

5.1.5 Tract 1E is an open space Tract as shown on the Plat Map that will serve as an Active Buffer area, including a multi-use trail.

5.1.6 Tract 1F is an open space Tract as shown on the Plat Map that will serve as an Active Commons area, including a multi-use trail and open turf play area.

5.1.7 Tract 1G is an open space Tract as shown on the Plat Map serving as a Natural Commons area, and includes a multi-use trail, open turf play area, and picnic area.

5.1.8 Tract 1H is an open space Tract as shown on the Plat Map that includes parking allocated as Limited Common Element below. The remainder of this tract will serve as a Natural Buffer area.

- 5.1.9 Tract 1I is an open space Tract as shown on the Plat Map that includes a conservation easement (as described in Section 15.1.9) intended to protect this area in perpetuity as a natural area.
- 5.1.10 Tract 2A is an open space Tract as shown on the Plat Map serving as a Natural Buffer area (See Section 5.3.3 below), and is intended to remain naturally vegetated.
- 5.1.11 Tract 2B is an open space Tract as shown on the Plat Map that serves as a buffer (See Section 5.5.3 below) that includes a stormwater pond.
- 5.1.12 Tract 2C is an open space Tract as shown on the Plat Map that will serve as an Active Commons area, including a multi-use trail.
- 5.1.13 Tract 2D is an open space Tract as shown on the Plat Map that will serve as an Active Buffer area, including a multi-use trail.
- 5.1.14 Tract 3A is an open space Tract as shown on the Plat Map serving as a Natural Buffer area (See Section 5.3.3 below), and is intended to remain naturally vegetated.
- 5.1.15 Tract 3B is an open space Tract as shown on the Plat Map that includes parking allocated as Limited Common Element below. The remainder of this Tract will serve as an Active Commons area, including a multi-use trail.
- 5.1.16 Tract 3C is an open space Tract as shown on the Plat Map that will serve as an Active Buffer area.
- 5.1.17 The Stormwater Facilities located within any of the Lots, Parcels or Tracts.
- 5.1.18 The monument sign located at the primary entrance to the Subdivision adjacent to H Street.
- 5.1.19 The Common Amenities described in Section 3.2.2 above, including the recreational amenity furniture that is part of the open space areas, as approved under the Master Plan.
- 5.1.20 Any other Common Elements shown on the Plat Map or may be created or added to the Community by the Declarant pursuant to Development Rights as described in Section 3.3.1.

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- 5.5 Special Upkeep and Use. All Common Elements shall be kept in a clean, orderly condition, free from debris.

5.5.1 Trails. There is a trail system through the Subdivision that is available for use by the Owners and the general public. Declarant has granted easements to all Owners in Article XV and the general public in separate recorded trail easements described in Article XV. The trails are to be used for ingress, egress and passive recreation according to the terms of the trail easements. All trails are to be kept free of debris. The Association is responsible for all maintenance and Upkeep of the entire trail system. The only public trails not falling under the maintenance responsibility of the Association is the multi-use trail located within the Harbor Hills Parkway dedicated right-of-way.

5.5.2 Stormwater Facilities. The Association is responsible for all maintenance, Upkeep and inspections of the Stormwater Facilities. The Association shall conduct a periodic inspection and certify the adequacy of the Stormwater Facilities, including treatment, detention and conveyance systems located outside of the public right-of-way. Following the periodic inspection, a summary report shall be provided to the City of Blaine Public Works Department. Should the periodic inspections identify any deficiencies, an engineering professional shall identify measures required to rectify the deficiency in the report to the City of Blaine. Any required repair, maintenance, or restoration shall be the responsibility of the Association. The inspections and maintenance of the Stormwater Facilities shall be conducted in accordance with the requirements of the East Maple Ridge Stormwater Facilities Operation & Maintenance Manual dated June 3, 2021, as prepared by Associated Project Consultants, Inc. ("Stormwater Manual"), a copy of which is attached as Exhibit "D" and is available from the City of Blaine. As detailed in the Stormwater Manual, there are certain conditions for determining if maintenance actions are required, as identified through inspection. Such maintenance must be conducted by a qualified and licensed maintenance contractor. The inspection of the Stormwater Facilities shall be conducted by a qualified and licensed person and the inspection will be as outlined in the Stormwater Manual. The results of any annual inspection, including recommendations for maintenance and certification shall be provided to the City of Blaine by December 31 of each year. Except as part of Stormwater Facilities Maintenance and/or repair or as otherwise approved by the City of Blaine, no construction, clearing, grading, filling, burning, or chemical maintenance of plants shall occur within any Stormwater Facilities. All costs associated with the Stormwater Facilities maintenance will be the responsibility of the Association to be assessed to the Owners. In the event the Association fails to maintain the Stormwater Facilities as outlined above, the City shall have the right to enter the site and inspect facilities, to make repairs and Improvements if deemed necessary by the City to prevent significant risk to public and private facilities. The City shall have the right to collect the cost of said repairs or Improvements from the Owners in proportion to their Allocated Interests. The Declarant and/or Association shall have the right to enter the Stormwater Facilities to remove vegetation or other items that are inconsistent with the Stormwater Manual or interfere with the Stormwater Facilities. Drainage Facility Maintenance Covenants are required by the City to protect private and public property, private and public drainage infrastructure, natural resources, downstream property owners, and the

general public. The Drainage Facility Maintenance Covenants are recorded at Whatcom County Auditor's File Nos. 2021-1004708, 2023-0300616 and ~~2023-1201583~~ Pursuant to this Declaration, the Association is completely responsible for the Stormwater Facilities, including as detailed in the Drainage Facilities Maintenance Covenants.

- 5.5.3 Landscaping and Buffer. The Community has a landscaping plan that must be abided by. The initial plantings will be installed by the Declarant. The Association is responsible for all maintenance and Upkeep of the landscaping as detailed in the landscaping plan and herein. The landscaping shall be kept in a need and orderly condition by the Association. There is a 20-foot buffer around the entire Community. Of this 20 feet, 15 feet is to remain in its natural state and shall be kept free of yard debris and other items and the remaining 5 feet is to be landscaped pursuant to the landscaping plan. The entire buffer shall be the responsibility of the Association pursuant to the standards set forth herein and the landscaping plan. The five-foot buffer area that is landscaped shall be maintained by the Association according to the standard above.
- 5.5.4 Street Trees. Pursuant to City Public Works Development Standards, the street trees are the responsibility of the Association. While not a Common Element of the Community, the Association shall treat the street trees as if they were a Common Element and shall be responsible for the maintenance or replacement of the trees.
- 5.5.5 Recreational Amenity Furniture. Any recreational amenity furniture installed in the open space areas are part of the Common Elements as described in Section 5.1.12 above. The Association is responsible for all maintenance, repair, or replacement of these items.
- 5.5.6 Prohibition against Dumping. The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.
- 5.5.7 Prohibition against Commercial Pesticides. The Community is located in an aquifer recharge area. Therefore, the use of commercial pesticides is strictly prohibited. The use of fertilizers shall be limited.
- 5.7.1 Description of Limited Common Elements. The Limited Common Elements of the Community consist of: (i) the parking area located within Tract 1H which are allocated to Lots 25 through 43 as shown on the Division I – Plat Map, as they are cottage houses without on-street parking; and (ii) parking area located within Tract 3B which are allocated to Lots 18-29 Plat Map Division III. All parking is for the benefit of those Lot Owners and their tenants and guests and are intended to be for short term parking only. The parking is subject to Rules adopted by the Board. Additional Limited Common Elements may be added pursuant to Special Declarant Rights and Development Rights reserved herein.



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15.1.7 Trail Easement. The Declarant hereby grants, reserves, and conveys to all Owners a non-exclusive, perpetual easement for pedestrian and bicycle access over and across the trail system located in Tracts 1A, 1B, 1C, 1F, 1G, 2C, 2D, and 3B as well as specifically shown on the Plat Map-Division I between Lot 13 and Lot 14 and continuing across Tract 1E. In addition, separate trail easements are also established in favor of the general public and the Association pursuant to the recorded trail easements at Whatcom County Auditor’s File Nos. 2021-1004709, 2023-300617, and 2023-1201582. The trail system will be expanded with Future Divisions. The intent of this trail easement is to provide for trail access and recreation across the open space of the Subdivision. This trail easement is for the benefit of all Lots in the Property and the general public, and shall be part of the Common Elements. The Association shall be responsible for the maintenance and Upkeep of the trail system, as provided in this Declaration. The Association may establish and maintain signs along the trail system as may be approved by the City for the purposes of identifying and protecting open space and stormwater facilities. Except for the portion of the trail system located within Tract 1E and Lots 13 and 14 of the Plat Map-Division I, the trail easement granted herein is “as built” (meaning the easement is granted over the entire Tract but the easement itself is limited to the area that the trail is actually located), as the trail system has not been precisely located. The trail easement is limited to the constructed trail only and does not extend to any other real property within the Property. The Association may record an updated survey showing the exact location of the trail easements.

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15.3.2 Easements Shown on Plat Map – Division III. The easements shown on the Plat Map – Division III are for the benefit of the Lot Owners and Occupants of Lots, for utility providers, and for the City as noted on the Plat Map – Division III. These easements are non-exclusive easements, except as otherwise noted on the face of the Plat Map – Division III, and are subject to rules established by the Association.

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ARTICLE XVIII

PLAT MAP

Contemporaneously herewith, the Declarant has recorded with the Auditor of Whatcom County, Washington, a final Plat Map for the Plat of East Maple Ridge – Division III, a Planned Unit Development showing the location and dimensions of various Lots and Tracts within Division III of the Subdivision, together with other required information; this Plat Map – Division III, is recorded under Auditor’s File No. 2023-1201580, records of Whatcom County, Washington, and is part of this Declaration. The Declarant previously recorded with the Auditor of Whatcom County, Washington, a final Plat Map for the Plat of East Maple Ridge – Division I, a Planned Unit Development and a final Plat map for the Plat of East Maple Ridge – Division II,

a Planned Unit Development, showing the location and dimensions of various Lots and Tracts within the Property, together with other required information; this Plat Map, together with any and all amendments, is recorded under Auditor's File No. 2021-1004706 and 2023-300616, records of Whatcom County, Washington, and is part of this Declaration. Collectively, these Plat Maps show all of the Lots created within the Property.

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Exhibits:

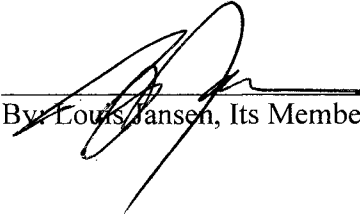
Attached hereto are amendments to Exhibit "B", "C", "D", "E", ~~"G"~~ and ~~"H"~~.

\*\*\*\*\*

Except as modified by this Second Amendment, all of the terms and provisions of the Declaration of Covenants are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed as of the date first set forth above.

EAST MAPLE RIDGE LLC

  
By: Louis Jansen, Its Member

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF WHATCOM )

On this 21 day of December, 2023, before me personally appeared Louis Jansen, to me known to be a Member of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company 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 year first above written.

**Notary Public**  
**State of Washington**  
**MARTA HUFF**  
**MY COMMISSION EXPIRES**  
**OCT 19, 2025**

Marta Huff  
PRINTED NAME: Marta Huff  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 10.19.25

SECOND AMENDMENT TO EXHIBIT "B"  
LEGAL DESCRIPTION OF DIVISION I AND DIVISION II

**LEGAL DESCRIPTION OF PLAT OF EAST MAPLE RIDGE – DIVISION I**

LOTS 1 THROUGH 48, TRACTS 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, AND 1I, PARCELS MF-1, MF-2, MF-3, MF-4, MF-5, MF-6, MF-7, MF-8, MF-9, MF-10, MF-11 AND MF-12 AND PARK TRACTS NORTH AND SOUTH, ALL AS SHOWN ON THE PLAT OF EAST MAPLE RIDGE – DIVISION 1, RECORDED UNDER AUDITOR'S FILE No.2021-1004706, RECORDS OF WHATCOM COUNTY, WASHINGTON.  
SITUATE IN WHATCOM COUNTY, WASHINGTON.

**LEGAL DESCRIPTION OF PLAT OF EAST MAPLE RIDGE – DIVISION II**

LOTS 1 THROUGH 78, PARCELS MF-1, MF-2, MF-3, MF-4, MF-5, MF-6, MF-7, MF-8 AND TRACTS 2A, 2B, 2C AND 2D AND DEVELOPMENT TRACT 1, ALL AS SHOWN ON THE PLAT OF EAST MAPLE RIDGE DIVISION II, RECORDED UNDER AUDITOR'S FILE No.2023-300616, RECORDS OF WHATCOM COUNTY, WASHINGTON.  
SITUATE IN WHATCOM COUNTY, WASHINGTON.

**LEGAL DESCRIPTION OF PLAT OF EAST MAPLE RIDGE – DIVISION III**

LOTS 1 THROUGH 37 AND TRACTS 3A, 3B, 3C AND PUBLIC PARK TRACT, ALL AS SHOWN ON THE PLAT OF EAST MAPLE RIDGE DIVISION III, RECORDED UNDER AUDITOR'S FILE No.2023-1701580, RECORDS OF WHATCOM COUNTY, WASHINGTON.  
SITUATE IN WHATCOM COUNTY, WASHINGTON.

SECOND AMENDMENT TO EXHIBIT "C"  
LEGAL DESCRIPTION OF FUTURE PHASE PROPERTY

DEVELOPMENT TRACT 3, PLAT OF EAST MAPLE RIDGE – DIVISION 1, RECORDED  
UNDER AUDITOR'S FILE No.2021-1004706, RECORDS OF WHATCOM COUNTY,  
WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

SECOND AMENDMENT TO EXHIBIT "D"  
OPERATIONS AND MAINTENANCE MANUAL

The East Maple Ridge – Phase 1 Stormwater Operation and Maintenance Guidelines – Pond 1 revised June 4, 2021 prepared by Associated Project Consultants Inc., P.S. attached as Exhibit "D" to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Plat of East Maple Ridge – Division 1 is applicable to the Stormwater Facilities within Division 1, Division 2 and Division 3 of the Plat of East Maple Ridge.

## Second Amendment to Exhibit "E"

Distribution of Allowable Impervious Surfaces

East Maple Ridge - Division I

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 1	6,274	3,000
Lot 2	5,700	3,000
Lot 3	6,000	3,000
Lot 4	6,114	3,000
Lot 5	5,700	3,000
Lot 6	5,700	3,000
Lot 7	5,700	3,000
Lot 8	5,700	3,000
Lot 9	5,701	3,000
Lot 10	7,076	3,000
Lot 11	9,822	3,000
Lot 12	6,577	3,000
Lot 13	8,756	3,000
Lot 14	5,888	3,000
Lot 15	6,526	3,000
Lot 16	6,280	3,000
Lot 17	5,890	3,000
Lot 18	5,890	3,000
Lot 19	5,890	3,000
Lot 20	5,890	3,000
Lot 21	5,567	3,000
Lot 22	5,507	3,000
Lot 23	5,890	3,000
Lot 24	6,457	3,000
Lot 25	4,868	3,000
Lot 26	4,000	2,400
Lot 27	4,000	2,400
Lot 28	4,000	2,400
Lot 29	4,000	2,400
Lot 30	4,000	2,400
Lot 31	4,000	2,400
Lot 32	4,000	2,400
Lot 33	4,524	2,400
Lot 34	4,669	2,400

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 35	5,142	2,400
Lot 36	4,666	2,400
Lot 37	4,000	2,400
Lot 38	4,000	2,400
Lot 39	4,003	2,400
Lot 40	4,125	2,400
Lot 41	4,096	2,400
Lot 42	4,169	2,400
Lot 43	4,395	2,400
Lot 44	5,628	3,000
Lot 45	5,316	3,000
Lot 46	5,773	3,000
Lot 47	4,687	3,000
Lot 48	7,492	3,000
		260,048
		133,200
Parcel MF-1	12,896	5,335
Parcel MF-2	13,108	6,500
Parcel MF-3	10,839	6,505
Parcel MF-4	15,443	5,330
Parcel MF-5	10,302	6,370
Parcel MF-6	10,365	6,380
Parcel MF-7	11,920	5,335
Parcel MF-8	10,627	6,370
Parcel MF-9	10,711	6,370
Parcel MF-10	10,854	5,340
Parcel MF-11	10,627	6,560
Parcel MF-12	14,195	6,580
		141,887
		72,975
Imperv btw Parcels & SW		1,000
		73,975
<b>Total:</b>	<b>401,935</b>	<b>207,175</b>

## Second Amendment to Exhibit "E" (continued)

Distribution of Allowable Impervious Surfaces  
East Maple Ridge - Division II

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 1	5,775	3,000
Lot 2	5,775	3,000
Lot 3	5,775	3,000
Lot 4	5,775	3,000
Lot 5	5,775	3,000
Lot 6	5,775	3,000
Lot 7	5,292	3,000
Lot 8	6,481	3,800
Lot 9	4,811	3,000
Lot 10	5,138	3,000
Lot 11	5,500	3,000
Lot 12	5,000	3,000
Lot 13	5,000	3,000
Lot 14	5,000	3,000
Lot 15	5,000	3,000
Lot 16	5,873	3,000
Lot 17	5,689	3,000
Lot 18	6,395	3,000
Lot 19	6,411	3,000
Lot 20	6,124	3,000
Lot 21	4,917	3,000
Lot 22	4,912	3,000
Lot 23	4,909	3,000
Lot 24	4,904	3,000
Lot 25	4,900	3,000
Lot 26	4,896	3,000
Lot 27	4,892	3,000
Lot 28	4,889	3,000
Lot 29	5,512	3,000
Lot 30	6,119	3,600
Lot 31	6,575	3,600
Lot 32	8,557	3,600
Lot 33	6,334	3,000
Lot 34	5,362	3,000
Lot 35	5,362	3,000
Lot 36	5,362	3,000
Lot 37	5,362	3,000
Lot 38	5,362	3,000
Lot 39	5,362	3,000
Lot 40	6,891	3,000
Lot 41	6,919	3,000
Lot 42	5,362	3,000
Lot 43	5,362	3,000
Lot 44	5,362	3,000
Lot 45	5,362	3,000
Lot 46	5,362	3,000

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 47	5,362	3,000
Lot 48	6,334	3,000
Lot 49	6,138	3,400
Lot 50	5,406	3,000
Lot 51	5,353	3,000
Lot 52	5,353	3,000
Lot 53	5,354	3,000
Lot 54	5,353	3,000
Lot 55	5,353	3,000
Lot 56	5,355	3,000
Lot 57	5,355	3,000
Lot 58	5,626	3,400
Lot 59	6,412	4,000
Lot 60	7,199	4,900
Lot 61	6,141	3,000
Lot 62	6,138	3,000
Lot 63	6,247	3,000
Lot 64	6,278	3,000
Lot 65	6,125	3,000
Lot 66	6,465	3,000
Lot 67	6,840	3,000
Lot 68	9,424	4,200
Lot 69	5,005	3,000
Lot 70	5,867	3,000
Lot 71	7,063	3,000
Lot 72	6,046	3,000
Lot 73	6,046	3,000
Lot 74	7,840	3,000
Lot 75	5,230	3,000
Lot 76	5,824	3,000
Lot 77	5,829	3,000
Lot 78	5,000	3,000
	450,833	241,500
Parcel MF-1	13,300	6,800
Parcel MF-2	10,865	6,800
Parcel MF-3	13,101	6,800
Parcel MF-4	10,464	6,800
Parcel MF-5	12,836	6,800
Parcel MF-6	13,434	6,800
Parcel MF-7	13,822	9,200
Parcel MF-8	11,499	6,800
	99,321	56,800
<b>Total:</b>	<b>550,154</b>	<b>298,300</b>



## Second Amendment to Exhibit "E" (continued)

Distribution of Allowable Impervious Surfaces  
East Maple Ridge - Division III

Lot/Tract #	Lot Size (S.F.)	Allowed Impervious Surface (S.F.)
Lot 1	5,000	3,150
Lot 2	5,685	3,150
Lot 3	5,388	3,150
Lot 4	5,388	3,150
Lot 5	5,466	3,150
Lot 6	5,095	3,150
Lot 7	5,095	3,150
Lot 8	5,096	3,150
Lot 9	5,097	3,150
Lot 10	5,097	3,150
Lot 11	5,311	3,150
Lot 12	5,563	3,150
Lot 13	5,710	3,150
Lot 14	6,593	3,150
Lot 15	6,774	3,150
Lot 16	7,001	3,150
Lot 17	5,985	3,150
Lot 18	6,710	3,150
Lot 19	5,777	3,150
Lot 20	5,351	3,150
Lot 21	5,652	3,150
Lot 22	5,443	3,150
Lot 23	5,436	3,150
Lot 24	5,436	3,150
Lot 25	5,436	3,150
Lot 26	5,469	3,150
Lot 27	5,103	3,150
Lot 28	5,139	3,150
Lot 29	7,988	4,200
Lot 30	5,772	3,150
Lot 31	4,763	3,150
Lot 32	4,759	3,150
Lot 33	4,765	3,150
Lot 34	4,771	3,150
Lot 35	4,778	3,150
Lot 36	4,752	3,150
Lot 37	9,621	3,150
	208,265	117,600
<b>Total:</b>	<b>208,265</b>	<b>117,600</b>

Revision Date: October 27, 2023

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