AMENDED AND RESTATED
DECLARATION OF COVENANTS
FOR
DOUBLE R RANCH

2000802282



AFTER RECORDING, RETURN TO: Hugh Lewis, Attorney at Law, P.C. 114 W. Magnolia St., Suite 414 Bellingham, WA 98225

(360)392-2880

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AMENDED AND RESTATED DECLARATION OF

TITLE OF DOCUMENT:

.AF# OF AFFECTED DOCUMENT: GRANTOR:

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

TAX PARCEL NO.:

COVENANTS FOR DOUBLE R RANCH

AF #'s 1000734, 911023014, 931029196, 940912010

and 1981005255.

DOUBLE R RANCH ASSOCIATION, FKA

DOUBLE R SADDLE CLUB

THE GENERAL PUBLIC

DOUBLE R RANCH, VOL. 9 PLATS, PAGES 87 -

88

All lots located within Plat of Double R Ranch

Section 29, Township 40 North, Range 1 East of W.N1.

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|   | THIS AMENDMENT TO COVENANTS is made this 1 day of 2000, by DOUBLE R RANCH ASSOCIATION, formerly known as DOUBLE R SADDLE CLUB, a Washington Nonprofit Corporation. |
|  |  | ARTICLE IPRELIMINARY MATTERS, PURPOSE |
|  |  1.1. Identification of Original Declaration of Covenants and Prior Amendments. TheDeclaration of Covenants and Restrictions (the "Covenants") for the land within the Plat of Double R Ranch ("the Ranch") in Blaine, Washington, was recorded by its Declarant at Auditor's File No.1000734 among the land records of Whatcom County, Washington, along with the Plat of Double R Ranch, which was contemporaneously recorded in Volume 9 of Plats, pages 87 and 88; the Covenants have been previously amended by Amendments recorded at Auditor's File Nos. 911023014, 931029196, 940912010 and 1981005255. 1.2. Purpose of Amendment. The original Covenants for the Ranch, as amended wereconfusing and misleading in several respects. This Amendment is intended to simplify and clarify the Covenants and provide predictability and fairness in the governance of the property affected by the Covenants. It is intended that the covenants, conditions, restrictions, and plan hereinafter set forth, shall be binding upon all real property within the Ranch and upon each Lot or parcel therein, and upon their respective Owners and their family members, heirs, personal representatives, tenants, licensees, successors and assigns, through all successive transfers of a Lot 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 under security instruments, or of any forfeitures, foreclosures, or sales instituted for nonpayment of government tax. levy or assessment of any kind. 1.3. Statement of Compliance; Effective Date of Amendment. Pursuant to Article IV,Section 4 of the Covenants for the Ranch, as last amended, the Covenants may be amended by the affirmative vote of a two-thirds majority of the voting power of the Association present at any annual meeting or at any special meeting specifically called for that purpose. The Association having obtained the required vote or agreement of Owners as described in Section 1.3 hereof, the Association now adopts this Amended and Restated Declaration of Covenants for the Ranch. intending and declaring that the provisions this document shall entirely supersede the original Covenants and any previous amendments thereto as to all events and circumstances occurring after the date of the recordation of this Amendment, which shall be deemed to be the effective date hereof. The rights of any Mortgagee holding a mortgage recorded prior to such effective date shall be governed by the terms of the original Covenants, as amended at the time of the recording of such mortgage. 1.4. General Purpose of Covenants. The restrictions, covenants, conditions,reservations, easements, liens and charges are hereby declared to insure the best use and the most |
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appropriate development of each building site within the Ranch, to protect the owners of building sites in the proper development of their own land holdings and against such improper use of surrounding building sites as will depreciate the value of their property, to prevent haphazard and inharmonious improvements of building sites within the Ranch and to insure financial stability in the operation of the Association.

 1.5. Effective Date. These Amended and Restated Covenants shall become effective

upon recording.

ARTICLE II
DEFINITIONS

 2.1. "Association" shall mean Double R Ranch Association, a Washington non-profit

corporation.

 2.2. "Common Areas" shall mean any and all portions of the Ranch other than the Lots,

as defined herein. Common Areas are owned by the Association.

 2.3. -Lot" shall mean any platted Lot within the Ranch, and the term also includes any

other tract or parcel of real property within the Ranch which is owned by an Owner, but does not include any Common Areas owned by the Association.

 2.4. "Owner" shall mean any fee owner or real estate contract vendee of a Lot within the

Ranch. Owners shall become Members of the Association as provided in the Bylaws. Rights and privileges of Members are prescribed in the Bylaws.

 2.5. "Ranch" shall mean all real property located within the Plat of Double R Ranch,

including all planed Lots, unplotted tracts or parcels of land owned by Owners, along with the Common Areas owned and managed by the Association.

ARTICLE III
COL'ENANTS

 3.1. Construction of Improvements. No permanent building, structure or fence shall be

placed or erected upon any lot, tract or parcel within the Ranch without prior approval by the Board of Directors of the Association. All construction, additions and alterations must conform to Whatcom County building regulations or Washington State Labor & Industries standards, as appropriate. The work of construction of ail building and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed as per Whatcom County Building permits.

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3.2. Approval by Board of Directors. Prior to commencing any construction within

the Ranch, an Owner shall submit to the Board of Directors, or a committee appointed by the Board of Directors, the Owner's plan, together with any building permit, or other permit as may be required by any political subdivision (city, county, state or federal government). The submittal by an Owner to the Board shall be in substantially the form attached as Exhibit "A" and shall include copies of government approvals (permits) specified above. The Board of Directors, or a committee appointed by the Board of Directors, shall respond to the said application within ten (10) days following submission. The Board of Directors shall indicate its approval in substantially the form attached hereto as Exhibit "B", which shall be stamped upon the Owner's application and a copy thereof returned to the Owner. The denial of any Owner's submission shall be in writing and shall specify the reason for such denial and shall likewise be returned to the Owner within ten (10) days. The effective date of this Article shall be June 12, 1994. Notwithstanding prior practice to the contrary, any violation of this Article by any Owner following the effective date shall result in the said Owner's loss of status as "a member in good standing" and may also result in legal action, as specified in the Bylaws of the Association.

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| 3.3. | Lot Size. | There shall be no lots less than 20,000 square feet. |
| 3.4. | Dwellings. | There shall be no more than one dwelling per one-half acre lot. |
| 3.5. | Nuisances. | No noxious or offensive activity shall be carried on within the Ranch. |

nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

 3.6. Commercial Activities. No commercial enterprises shall be operated within the

Ranch.

 3.7. Refuse. No lot shall be used or maintained as a dumping ground for rubbish,

refuse or garbage. Garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of such matter shall be kept in a clean and sanitary condition.

 3.8. Upkeep of Lots. Each Owner shall, at his or her sole expense, have the right

and the duty to keep the Lot and its any improvements in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. The Board may adopt further Rules and Regulations dealing with unkempt Lots.

 3.9. Roads. The roads within the Ranch constitute Common Areas of the Ranch.

Although the roads were dedicated as public roads on the Plat of Double R Ranch, responsibility for maintenance, improvement and control of said roadways shall remain with the Association unless and until the roads have been improved to meet standards imposed by Whatcom County, or any other entity with jurisdiction, and such entity actually accepts responsibility for the roads.

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3.10. Common Areas. No fences, construction, storage, trash disposal or other private

uses shall be permitted on land designated as Common Areas without written approval of the Board of Directors. The land within the Ranch now known to Owners as "bridle trails" shall constitute portions of the Common Areas. None of the former "trails" within the Ranch will be cleared by the Ranch, but will become a buffer zone between the Ranch and adjoining outside properties. Maintenance and upkeep of Common Areas by an adjacent Owner will not result in adverse possession thereof. Clear cutting of trees within Common Areas is not permitted.

ARTICLE IV

DOUBLE R RANCH ASSOCIATION

4.1. Form of Entity. The Association has been formed as a non-profit corporation

under the laws of the State of Washington.

4.2. Rights and Duties of Owners. The rights and duties of the Owners and of the•

Association shall be specified in the Bylaws. Each Owner shall be entitled to one vote only, regardless of the number of lots owned by the Owner. Other provisions for voting are contained in the Bylaws.

4.3. Bylaws - Not to Be Recorded. The Bylaws formerly recorded at Auditor's File

No. 1981005255 have been substantially amended. The new Bylaws have not been recorded and will not be recorded.

4.4. Dues and Assessments. For the purpose of financing the activities of the

Association, annual dues shall be levied against each Lot in accordance with the Bylaws and Rules and Regulations of the Association. Annual dues may not exceed those imposed in the previous year by more than 15%. The Board of Directors shall be empowered to make assessments upon the membership for the costs of maintenance, repair and replacement of the Common Areas, and any capital improvements approved by the membership in the budget approval process described in the Bylaws. Any common expenses for services provided to fewer than all the Lots may be specially

assessed against the Lots so benefitted. Any dues or assessments which remain unpaid more than thirty (30) days past their due date shall be deemed delinquent and shall bear interest at the maximum rate allowed by law. The Board may by resolution adopt collection policies calculated to maximize the Association's receipt of Assessment payments while affording flexibility to Owners.

4.5. Lien for Assessments. The Association shall have a lien on each Lot for any

unpaid Assessments levied against a Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment thereof is due. The Association may record with the Whatcom County Auditor a memorandum of such lien . A release of said lien shall be filed by the Association upon

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payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the Association.

4.6. Priority of Lien. The lien imposed by the preceding Section shall be subordinate

to a mortgage or deed of trust recorded prior to the Assessment secured by said lien.

4.7. Enforcement of Lien. The lien arising under this section may be enforced

judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association 'or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The Association may elect to take a deed in lieu of foreclosure in any such proceeding.

4.8. Owners Personally Liable for Assessments. Each Assessment shall be the joint and

several obligation of the Owner(s) owning the Lot to which it is assessed. The Association may initiate suit to recover a personal judgment for any delinquent Assessment in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

4.9. Legal Proceedings. Failure to comply with any of the terms of these Covenants.

the Rules and Regulations or the Bylaws shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, any other relief provided for in the Bylaws or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, or by any aggrieved Owner, and shall not constitute an election of remedies. Any tenant of an Owner shall be deemed to be bound by all portions of these Covenants, with the exception of the obligation to pay the dues, assessments and other charges owing by the Owner to the Association. All rights, remedies and procedures available to the Association when dealing with Owners under these Covenants shall be available to the Association when dealing with any tenant of an Owner. Further provisions affecting tenants may appear in the Bylaws.

4.10. Costs and Attorney's Fees. The Association shall be entitled to recover any costs

and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorney's fees so awarded shall constitute a Special Assessment against the Owner's Lot.

ARTICLE V

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AMENDMENT OF COVENANTS

5.1. Procedure for Amendment. These Covenants may be amended at any time by the affirmative vote of two-thirds (2/3) majority of the voting power of the Association present at any annual meeting or at any special meeting specifically called for that purpose. Any such amendment shall be reduced to writing, signed by the President and Secretary of the Association, acknowledged and recorded with the Whatcom County Auditor as soon as possible following adoption.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above, by its President and Secretary.

DOUBLE R RANCH ASSOCIATION, a Washington Nonprofit Corporation

By: Its: President

Attest:

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| B |  |  |
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Its: Secretary

STATE OF WASHINGTON )

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Request of. HUGH LEWIS/FCP

Notary public for the State

of Washington, residing at my

My Commission expires:

*. „*

*Oct 6, 2000*

) ss. (Acknowledgment for President)
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Carol McShan is the

person who appeared before me and said person acknowledged that (s)he signed these AMENDED AND RESTATED COVENANTS, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the President of DOUBLE R RANCH ASSOCIATION, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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DATED: , 2000.

STATE OF WASHINGTON )

) ss. (Acknowledgment for Secretary)
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Patricia Blakesly is the person who appeared before me and said person acknowledged that (s)he signed these AMENDED AND RESTATED COVENANTS, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Secretary of DOUBLE R RANCH ASSOCIATION, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: a.. .1..A /4,t.,Dt ( , 2000.



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EXHIBIT "A"

APPLICATION FOR CONSTRUCTION

TO: THE BOARD OF DIRECTORS
DOUBLE R RANCH ASSOCIATION

RE: LOT NO. '

Attached to this application are the following:

1 . Site plan

2. Building permit issued by Whatcom County, Washington

The undersigned member in good standing requests that the Board of Directors accept the construction as set forth herein.

DATED:
BY:

**EXHIBIT "B"**

DOUBLE R RANCH ASSOCIATION
TO:

RE: LOT NO.

Please be advised that your building plans for the above referenced lot have been accepted subject to the following:

Also, be advised that we make no commitment or representation that we have made a decision on the legality or appropriateness of the development but are simply accepting the county's approval as proof and the county's inspection as proof of compliance.

DATED:

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|  | BOARD OF DIRECTORSDOUBLE R RANCH ASSOCIATION | 2000802282**Page: le of 10 8/17/2000 8:43 An****AMRC 517.00 Whatcom County. WA****Request of: HUGH LEW18/FCP** |