

FOREST HILL COMMUNITY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TABLE OF CONTENTS

	Page
1. USE OF PROPERTY/QUIET ENJOYMENT	1
1.1 Use of Property	1
1.2 Subdivision	2
1.3 Disturbance of Neighbors	2
1.4 Pets and Livestock	2
2. HOMEOWNERS' ASSOCIATION	2
2.1 Formation	2
2.2 Creation and Transfer of Control	2
2.3 Conveyances	3
2.4 Purpose	3
2.5 Assessments - Authority	4
2.6 Manner of Assessment	4
2.7 Establishment and Assessment of Charges	4
2.8 Annual Statement	4
2.9 Delinquent Assessment Payments	4
2.10 Assessments - Owners' Obligations	4
2.11 Authority to Maintain Surplus	5
3. GENERAL CONSIDERATIONS	5
3.1 Compliance with C, C & Rs	5
3.2 Association's Authority and Agents	5
3.3 Waiver of Compliance/Approvals	5
3.4 Amendments and Expiry	6
3.5 Liability	6
3.6 Enforcement	6
3.7 Grantee's Acceptance	7
3.8 Protection of Holder of Mortgage or Deed of Trust	7
3.9 Sales Office/Model Home	7
3.10 Easements	7
3.11 Damages	7
3.12 No Waiver of Other Laws	8
3.13 Failure to Enforce	8
3.14 Severability	8
3.15 Time of Essence	8

FOREST HILL COMMUNITY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made and entered into on the date last below written by the undersigned Developer, Westmount Cypress Development Partnership (hereinafter referred to as the "Developer"), for the purpose of establishing certain covenants, conditions and restrictions (hereinafter referred to as the "C,C&Rs") affecting certain real property situated in Whatcom County, Washington, and more particularly described as follows:

**PLAT OF PINEHURST AND HIGHFIELD
BEING LOTS 6 AND 7 OF THE ALABAMA GREENWAYS SHORT PLAT, RECORDED
IN VOLUME 28 OF SHORT PLATS, PAGES 67 AND 68, UNDER WHATCOM
COUNTY AUDITOR'S FILE NO. 930630101, RECORDS OF WHATCOM COUNTY,
WASHINGTON**

SITUATE IN THE COUNTY OF WHATCOM, STATE OF WASHINGTON

(hereinafter referred to as the "Property")

It is the desire and intention of the Developer to develop the Property and to develop additional residential subdivisions lying to the west, north, south and east of the Property containing in aggregate no greater than 243 housing units, to declare, if it so chooses and at its discretion, some of these additional residential subdivisions to be governed by these C,C&Rs (the Property and this(these) additional subdivision(s), if any, altogether referred to hereinafter as the "FH Properties"), to impose initially upon the Property and ultimately upon the FH Properties mutually beneficial C,C&Rs under a plan of improvement for the benefit of all the lots, tracts or lands included in the FH Properties and to provide for a community organization consisting of a non-profit corporation which includes as its members all those who own any lot, tract or parcel within the FH Properties.

NOW THEREFORE, the Developer hereby grants, reserves and declares that the C,C&Rs herein set forth shall inure to the benefit of and be binding upon the respective owners of each lot, tract or parcel of the FH Properties, any lots created by subdivision of the FH Properties and any real property annexed thereto, and further grants, reserves and declares that all of the FH Properties are held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following C,C&Rs for the purpose of enhancing and protecting the value, desirability and attractiveness of the FH Properties, and every part thereof. All of the C,C&Rs expressed herein shall run with the land and be binding upon all parties having any right, title or interest in the FH Properties, and any real property annexed thereto, or any part thereof.

1. USE OF PROPERTY/QUIET ENJOYMENT

1.1 Use of Property

All lots located within the FH Properties shall be used exclusively for permanent residential purposes. No lot may be occupied by more than one family unit. No commercial sale of goods is permitted to be carried on from any lot. Provided such use is permitted by City of Bellingham by-laws, the above restrictions will not prohibit physicians, lawyers, writers, artists or other professional men or women from having their offices or studios in their house, employing not more than two individuals who are not living in the house.

1.2 Subdivision

A subdivision of any lot located within the FH Properties is not permitted except where lots of equivalent or larger size are created or if area is exchanged between adjoining lots without the creation of an additional lot. Any lot subdivisions are subject to the approval of all governmental bodies having jurisdiction.

1.3 Disturbance of Neighbors

No owner or occupant of any lot shall allow any act of nuisance to originate from his/her lot. No rubbish, debris or unsightly materials of any kind shall be placed or be permitted to accumulate on any portion of a lot, nor shall any odors or loud noises be allowed to emanate from any lot which are offensive or detrimental to any persons occupying any other lots located within the FH Properties. The emission of airborne particulate matter from a lot is also not permitted in sufficient quantities so as to be injurious to human health or property or objectionable to neighboring residents, acting reasonably. No exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively for such purposes, and no plant, animal, device or other thing whose normal activity or existence is in any way noxious, dangerous, unsightly or unpleasant or the nature of which might significantly diminish the enjoyment of neighboring residents shall be maintained on any lot.

1.4 Pets and Livestock

No owner or occupant of any lot shall keep or permit to be kept any livestock or other animals of any kind except for domesticated household pets, which pets shall not be permitted to run wild or uncontrolled within the FH Properties. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance in any way. No premises on any lot shall be used for the breeding or boarding of household pets.

2. HOMEOWNERS' ASSOCIATION

2.1 Formation

The Developer has formed a community organization (hereinafter referred to as the "Association") which will ultimately include as its members each owner of each lot located within the FH Properties. This organization shall be established as a non-profit corporation under the laws of the State of Washington. The Association shall be known as the "Pinehurst/Highfield Homeowners' Association."

2.2 Creation and Transfer of Control

There shall be one membership in the Association for each lot located within the FH Properties and one vote for each membership. Each membership shall be appurtenant to and run with each lot, and shall not be assigned, transferred, pledged, hypothecated or conveyed in any way except upon the transfer of each said lot, and then only to the new owner of the lot.

The Developer will determine in its sole discretion the number of residential subdivisions in addition to the Property, if any, which are to be included in the FH Properties. In no event will the number of residential housing units contained in such additional residential subdivisions be greater than 197.

The Developer shall designate and appoint a Board of Directors of the Association until such time as it has

sold 90 percent of the lots in the FH Properties or in five years (whichever is first to occur), at which time control of the Association shall be turned over to its members. The Developer will, on an ongoing basis, retain one vote for each lot which it continues to own. Once control is turned over, the Association's members may elect from their numbers at large, as provided in the articles of incorporation and/or bylaws, the Board of Directors.

The Association shall adopt from time to time such architectural control standards, bylaws and rules and regulations as it deems necessary or advisable for the transaction of its business and the performance of its responsibilities.

Each lot owner agrees to be bound by the architectural control standards, bylaws and such rules and regulations of the Association as may be adopted, and to remain a member of the Association while retaining ownership of said lot.

2.3 Conveyances

The Developer shall transfer and convey by deed all common areas, parking areas, parks, paths, walkways, improvements and equipment specified in the plats located within the FH Properties to the Association subject to the reservations imposed on these properties by these C,C&Rs. This conveyance shall be made after the Association has been formed and all necessary improvements have been completed.

2.4 Purpose

Among the objectives and purposes of the Association shall be the furtherance and promotion of the common welfare of the owners of lots located within the FH Properties; the adoption and enforcement of a set or sets of architectural control standards (hereinafter referred to as the "ACs") governing the development of each lot within each plat; the ownership, regulation, care, construction, repair, maintenance, use, operation and preservation of all common areas, parking areas, parks, paths, walkways, improvements and equipment in the plats located within the FH Properties for which there is a private ownership, maintenance and care obligation to be shared in common by Association members according to the terms of the plats; the regulation, repair and maintenance of such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the owners and their property located within the FH Properties; the payment of taxes and maintenance of insurance on common areas, improvements and equipment; and other related activities for the common good. This care and maintenance requirement will extend to all landscaping and above grade landscape-related improvements which may be located within the public road rights-of-way such as, but not limited to, the medians, cul-de-sac islands, areas between the front lot lines and roadway curbs and the subdivision entryway monumentation. This requirement will also extend to the Forest Hill entry monument located in parcel A of the Plat of Deer Pointe situated directly to the south of the Property.

Some or all of the street light poles and street name signage systems used in the plats located within the FH Properties may be of a non-standard design. The City of Bellingham's responsibility regarding the care, repair and maintenance of these elements may extend to the electrical wiring and light source of the street lights only. Should any of the non-standard street light poles and globes or street name signage systems become damaged and require repair procedures beyond those standard activities employed by the City in maintaining the City's standard street light poles and globes and street name signs and poles, the City's sole obligation will be to replace those elements so damaged with City-standard replacement parts. Should the Association wish to maintain the original street light pole and globe or street name signage system designs, it will be required to bear the cost of such replacement.

2.5 Assessments - Authority

The Association shall be empowered to establish and collect dues and assessments upon the lots located within the FH Properties for the common benefit of all such lots to cover all of the costs of its activities outlined in paragraph 2.4 herein and all of the Association's administrative costs and fees, as well as those fees payable in connection with the architectural review of each owner's house and landscape plans.

2.6 Manner of Assessment

Association dues shall be assessed and collected fairly and uniformly among lot owners on a basis established by the Association from time to time. Initially, the method of assessment will be that each lot located within the Property will be equally assessed and only assessed for Association costs related solely to the Property. Thereafter, if any additional plats become governed by these C,C&Rs, dues will be assessed to the Property owners in an equitable manner as established by the Association.

2.7 Establishment and Assessment of Charges

For the purpose of providing funds for the uses specified herein, the Association shall for each calendar year, commencing on a date to be selected by the Association, fix and assess yearly dues against all the lots and per individual lot recorded on all of the final plats located within the FH Properties, except that, at the Association's option, any unsold lots in the Developer's initial inventory of lots within each individual plat will not be assessed any Association dues relating to such plat for a period of two years after the final approval of such plat or until the individual lot is sold.

2.8 Annual Statement

As soon as shall be practical in each year, the Association shall send a written statement to each owner providing an accounting of the previous year's expenditures together with a budget and a per lot assessment amount for the ensuing year. The Association will have the power and authority to adopt rules and procedures respecting the billing and collection of Association dues, which shall be binding on all of the owners.

2.9 Delinquent Assessment Payments

If an owner fails to pay any assessment within 30 days of its due date, the same shall be deemed delinquent, will bear a penalty to be determined by the Association, and may be communicated to all other Association members.

If an owner fails to pay any assessment within 90 days of its due date, the Association will have the right to sue such owner for a personal judgement and, in addition, will have the right to enforce the lien thereafter imposed as set out in paragraph 2.10 herein.

2.10 Assessments - Owners' Obligations

The assessments specified in paragraph 2.7 herein shall constitute a personal obligation of each lot owner of record on the billing date thereof and shall also constitute a lien on the lot assessed. Such lien may be foreclosed by the Association in the same form and manner of procedure as the foreclosure of real property mortgage liens under the laws of the State of Washington.

Each owner agrees that in the event of such a foreclosure action, the owner will pay the Association's expenses of title examination and insurance, the cost of attorney's fees actually paid, and court costs. Interest at Citibank's prime rate plus 4 percent per annum, compounded monthly, shall be included along with the amount of delinquent assessment and the penalty charge in the judgment of foreclosure of such lien.

2.11 Authority to Maintain Surplus

The Association shall not be obligated to spend in any particular time period all the sums collected by it in such time period or remaining from any previous period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the annual charge in any year.

3. GENERAL CONSIDERATIONS

3.1 Compliance with C,C&Rs

All construction and landscaping work carried out on any lot located within the FH Properties must be in complete conformity with these C,C&Rs and with the ACSs related to such lot as established by the Association from time to time, and must be in strict compliance with the plans which have been approved in accordance with such standards.

3.2 Association's Authority and Agents

The Association has the authority to make all decisions required pursuant to these C,C&Rs and the ACSs, and has appointed a Coordinating Architect as its agent with the authority to make decisions on its behalf concerning certain of these standards. The Association retains the right to change coordinating architects or to appoint any other agent, nominee or person from time to time to act on its behalf with regard to decisions to be made pursuant to these C,C&Rs, the ACSs or other regulations as may be adopted by the Association. Decisions made by such approved agents will be fully binding as if they had been made directly by the Association.

Participation of the Coordinating Architect or any other person or entity in the enforcement of the provisions of these C,C&Rs and the ACSs shall in no way disqualify said person or entity from acting on behalf of any lot owner as a consultant in connection with any improvements to be made on that owner's lot.

3.3 Waiver of Compliance/Approvals

The Association and its agents reserve the right to vary or waive any of the provisions contained in the C,C&Rs or ACSs as to a particular lot or lots and to withhold approval of any plans in their sole and arbitrary discretion, and shall in no way be liable to any owner or anyone else for damages or otherwise as a result of their decisions in this regard. While each owner has the right to enforce the provisions set out in the C,C&Rs and ACSs and while the Association and its agents may enforce the provisions thereof, nothing herein contained will be construed or implied so as to impose on the Association any liability to enforce any provisions which it chooses not to enforce. Moreover, no owner has any right to override or overturn any waiver by the Association of a condition contained in the C,C&Rs or ACSs pertaining to any other owner or lot.

3.4 Amendments and Expiry

These C,C&Rs will expire and cease to have any force and effect on June 30, 2045 unless the owners of at least 50.1% of the lots located within the FH Properties vote to extend these C,C&Rs, in which case they will remain in full force and effect for 10 year intervals. At the end of each 10 year interval, expiring on June 30, 2055, June 30, 2065 and so on, a 50.1% vote will be required to maintain these C,C&Rs in full force and effect; otherwise they will automatically expire.

The expiry of these C,C&Rs will in no way affect:

- 1) the ongoing obligation of the lot owners, in common, to care for and maintain all improvements located in the common areas as designated in the plats located within the FH Properties, and all landscaping and above-grade landscaping-related improvements located within the public road rights-of-way; or
- 2) any of the easements described in paragraph 3.10 herein.

Any provisions of these C,C&Rs can be terminated or amended at any time upon the vote of the owners of at least 75 percent of the lots located within the FH Properties and the filing of such amendment(s) as legally required. At the scheduled termination dates as set out in the preceding paragraph, amendments will require the vote of owners of only 50.1% of the lots located within the FH Properties. Any costs associated with such amendment(s) will be borne by the Association.

3.5 Liability

Nothing contained in these C,C&Rs or the ACSs shall be construed or implied as imposing on the Association or its agents any liability to any party for any action or failure to act in regard to any provisions of these C,C&Rs, the ACSs or any other regulations adopted by the Association, including damages resulting from structural defects in any structure erected on any lot, and any person submitting plans, specifications or details to the Association or its agent(s) expressly waives any claim for damages or compensation arising from breach of contract, negligence or otherwise, unless the Association or its agent(s) have proceeded in bad faith or with malice.

Each owner covenants and agrees for himself and his successors that the Developer, the Association and its agents shall not be liable for damages and injuries caused by windfall from trees, geologic hazards, adjacent steep slopes or deficiencies in the design or construction of the subdivision.

Any owner found to be in breach of any of the provisions of these C,C&Rs or the ACSs will indemnify and save harmless any other owners of lots negatively affected from and against any and all reasonable losses, costs, claims and damages including solicitors' costs actually paid, arising as a result of any such breach or the enforcement of any of such provisions.

3.6 Enforcement

If any owner of a lot shall violate or allow the violation of any of the provisions of these C,C&Rs or the ACSs, it shall be lawful for any owner of any other lot, as well as the Association, the Association's agent(s) or the City of Bellingham where applicable, to prosecute and proceed at law or in equity against such violating owner to correct the violation or to recover damages related thereto, notwithstanding the fact that such errant owner may have ceased to hold title to a lot located within the FH Properties.

In the event of a violation, the Association or its agent(s) will also have the right, but not the obligation, to enter upon the lot after 24 hours notice to the owner and occupant as the case may be, and attempt to cure the violation at the expense of and for the account of the owner. All reasonable costs including attorney's fees so incurred by the Association or its agent(s) shall be payable within 10 days of demand, shall bear interest at 12 percent per annum and shall constitute a lien against the lot. The Association may retain funds from the C,C&R Performance Deposit to cover such costs if incurred prior to the return of the Deposit to the owner.

3.7 Grantee's Acceptance

The grantee of any lot located within the FH Properties by acceptance of a deed conveying title thereof, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of the provisions contained in these C,C&Rs and the ACSs related to such lot, and the jurisdiction, rights and powers of the Association and its agent(s), and by such acceptance shall for himself/herself, his/her heirs, personal representatives, successors and assigns, consent and agree to and with the Association to keep, observe, comply with and perform all of the provisions of these C,C&Rs and the ACSs related to his/her lot.

3.8 Protection of Holder of Mortgage or Deed of Trust

No violation or breach of any provision contained in these C,C&Rs and the ACSs and no action to enforce the same shall defeat, render invalid or impair in any way the lien of any mortgage or deed of trust held on any lot located within the FH Properties, or the title or interest of the holder thereof, or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, acquire title to any such lot subject to the provisions of these C,C&Rs and the ACSs related to such lot.

3.9 Sales Office/Model Home

The Developer reserves the right to maintain a sales office/model home on a lot or lots to be designated within any plats located within the FH Properties for the purpose of selling and re-selling lots within the plat or within neighboring plats. The Developer reserves the right to place and maintain "for sale" signs on any lot within such plats.

3.10 Easements

Easements for drainage, sewers, water pipes and utilities, facilities and service (including but not limited to water supply, electricity, gas, telephone and television) are hereby reserved over, under, upon and through all roadways, walkways and certain portions of lots as shown on the final plat maps of all plats located within the FH Properties in which to install, repair, renew, operate, maintain and inspect underground pipes, sewers, conduits, cables, wires and all necessary facilities and equipment for the purpose of serving such plats, together with the right to enter upon said easement areas for or pertaining to the aforesaid.

3.11 Damages

Each owner agrees that being in violation of the restrictions herein set forth may constitute an injury or damage to some or all of the other owners, which damage shall be deemed to be impossible to quantitatively measure. As a result, any or all of the other owners or the Association, in addition to all of the other remedies at law and at equity, will be entitled to a decree or order restraining or legally

prohibiting any breach of any of the provisions of these C,C&Rs and the governing ACSs, and any owner in breach of any such provisions hereby agrees that he/she will not plead in defence thereto that there would be an adequate remedy in damages.

3.12 No Waiver of Other Laws

The provisions contained in these C,C&Rs and the ACSs shall not relieve any owner of the requirement to observe the by-laws, ordinances and other requirements of the City of Bellingham, all development agreements between the Developer and the City, and the obligations and liabilities imposed by statute or common law on the owners and occupants of the lots, all of which must be duly observed and complied with.

3.13 Failure to Enforce

Failure to enforce any provision of these C,C&Rs or the ACSs shall not operate as a waiver of any such provision or of any other provisions contained herein.

3.14 Severability

If any provision of these C,C&Rs or the ACSs is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity or enforceability of any other provision contained herein.

3.15 Time of Essence

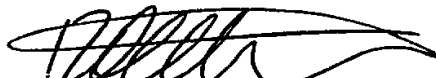
Time shall be of the essence of these C,C&Rs and the ACSs.

IN WITNESS WHEREOF, the undersigned has executed the within declaration as of the 4 day of April, 1995.

WESTMOUNT CYPRESS DEVELOPMENT PARTNERSHIP
by its general partners

WESTMOUNT DEVELOPMENT CORPORATION


Per:



Ronald D. Lanthier, President

CYPRESS GROVE, INC.

Per:



Ronald D. Lanthier, President

RDL/lm/CCR.Fin

Vol: 438 Page: 1677
File No: 950420097

PROVINCE OF BRITISH COLUMBIA)
)
City of Vancouver) ss.
)

On this 4 day of April, 1995, before me, the undersigned Notary Public in and for the Province of British Columbia, duly commissioned, sworn, and qualified, personally appeared RONALD D. LANTHIER, to me known to be the President of both WESTMOUNT DEVELOPMENT CORPORATION and CYPRESS GROVE, INC., the corporations that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporations, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seals affixed are the corporate seals of said corporations.

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

Rita McGavin
NOTARY PUBLIC in and for the Province
of British Columbia, residing at *Vancouver*

My commission expires *For life.*



WHATCOM COUNTY
BELLINGHAM, WA
04/20/95 3:32 PM
REQUEST OF: JONES ENG
Shirley Forslof, AUDITOR
BY: LR, DEPUTY
\$16.00 D/RC

Vol: 438 Page: 1678
File No: 950420097



2070605159

Page: 1 of 6
6/29/2007 11:17 AM
AMRC \$37.00

Whatcom County, WA

Request of: STEWART TITLE COMPANY

RETURN DOCUMENT TO:

JOHN PERINI, HOMEOWNER ASSOC. PRESIDENT

3437 HIGHFIELD CT.

BELLEVUE, WA. 98126

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

DOCUMENT TITLE(S):

AMENDMENTS TO FOREST HILL COMMUNITY DECERS

AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:

FOREST HILL COMMUNITY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FILE # 950420097 VOL. 43B

Additional reference numbers can be found on page _____ of document.

GRANTOR(S)

PINEHURST-HIGHFIELD HOMEOWNERS ASSOCIATION
2007 PRESIDENT JOHN PERINI

Additional grantor(s) can be found on page _____ of document.

GRANTEE(S):

PUBLIC

Additional grantee(s) can be found on page _____ of document.

ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)

FILE # 950420097
PLAT OF PINEHURST + HIGHFIELD

Additional legal(s) can be found on page _____ of document.

ASSESSOR'S 16-DIGIT PARCEL NUMBER:

N/A

Additional numbers can be found on page _____

Adopted Amendments to Pinehurst/Highfield Homeowners
Association of Covenants, Conditions, and Restrictions (CC&R)
and Architectural Control Standards (ACS)

June, 2007

Dear Homeowners,

The following four Amendments to our CC&R and ACS guidelines have been approved and adopted by a vote of homeowners, representing at least 75% of the Pinehurst/Highfield neighborhoods, effective June 2007. In the interest of cost savings to the Homeowners Association, the Board has chosen to supply four separate pages as official copies of the sanctioned Amendments for your record and attachment to your existing household covenant booklet. It was determined that the additional expenses of CC&R/ACS booklet revision, retyping, reproduction, and distribution were unnecessary at this time. Each copy of the adopted Amendments provides a specific booklet section and page-insertion point, should homeowners wish to clip or attach these changes within the referenced and affected sections.

As President of the 2007 Pinehurst/Highfield Homeowners Association Board, and one who has worked closely in the formation and procedural completion of these four proposed and adopted Amendments to the CC&R and ACS guidelines, I affirm the accuracy and authenticity of these sanctioned results. In addition, I assume responsibility for the proper submission of these Amendments to the Whatcom County Auditor's Office in June 2007, and subsequent attachment to our existing Pinehurst/Highfield, Forest Hills Community covenant records.

John Perini
2007 Board President
Pinehurst/Highfield Homeowners Association

DESCRIPTION OF ADOPTED AMENDMENT #1

This minor Text Amendment applies to booklet Subsection 4.3, page 6, entitled "Tree Growth Restrictions," of the LANDSCAPING Section, within the ACS chapter. The change adds the words "or plant" and "or plants" wherever the words "tree" and "trees" occur in this subsection language. This minor text amendment explicitly clarifies another type of vegetation which could become overgrown and eventually impact and impair a homeowner's view. The heading for Subsection 4.3 would also change to "Tree & Plant Growth Restrictions" to accurately reflect the noted text amendments.

THE REVISED SECTION READS

4.3 Tree & Plant Growth Restrictions

Any tree or plant located on a lot and not in existence at the time the lot was initially purchased from the Developer which significantly impairs the view out to the City of Bellingham or Bellingham Bay of a neighboring homeowner will be immediately topped or trimmed back to an appropriate degree, taken down or relocated by the owner on whose lot the tree or plant is located upon the reasonable request of the affected neighbor.

At the reasonable request of an affected homeowner, the Association will be responsible to top or trim back any street trees or plants, planted in the road rights-of-way, which have grown to the point that attractive views from the home are impaired.

DESCRIPTION OF ADOPTED AMENDMENT #2

This Subsection Addition also relates to booklet Subsection 4.3, page 6, entitled "Tree Growth Restrictions," of the LANDSCAPING Section. The new Subsection 4.3.1 clarifies a potential recourse for homeowners in the event of a view infringement due to encroaching tree and plant growth. Such view infringements may involve vegetation growing on individual homeowner property resulting in homeowner vs. homeowner disagreements, or on neighborhood common areas resulting in homeowner complaints to the Board of Directors.

THE NEW SUBSECTION READS

4.3.1 Recourse for Tree & Plant Growth Restrictions

If the involved homeowners cannot informally resolve a view infringement problem caused by tree or plant growth, then the affected homeowner may petition the Board of Directors for consideration, arbitration, and resolution of the issue. The decision of the Board will be determined by a majority vote of the Board and will be binding upon the parties directly involved. The Board can also be approached by a homeowner regarding tree and plant overgrowth in neighborhood common areas which significantly interfere with property views.

DESCRIPTION OF ADOPTED AMENDMENT #3

This Subsection Addition relates to booklet Subsection 5.9, page 8, entitled "Screening of Vehicles and Other Objects," of the YARD DESIGN Section, within the ACS chapter. The new Subsection 5.9.1 discourages the long-term and/or habitual use of the Highfield and Pinehurst street parking "cutouts" by homeowners for their personal vehicles.

THE NEW SUBSECTION READS

5.9.1 Street Parking of Vehicles

The homeowner is discouraged from habitually parking personal vehicles in the Highfield and Pinehurst street "cutouts," which were designed and designated for neighborhood overflow guest-parking only. Homeowners should always use their own driveways and garages for personal vehicle parking. The street cutouts are intended for relatively brief, rotating guest parking, and not long-term parking for guest or homeowner vehicles. This guideline benefits homeowners, their visiting guests, and the interests of the Bellingham City parking ordinances.

DESCRIPTION OF ADOPTED AMENDMENT #4

This Subsection Addition relates to booklet Subsection 1.3, page 2, entitled “Disturbance of Neighbors,” of the USE OF PROPERTY / QUIET ENJOYMENT Section, within the CC&R chapter. The new Subsection 1.3.1 addresses the issue of a homeowner’s house and/or property which has fallen into neglect and disrepair, presents as unsightly, notably diminishes the neighborhood’s aesthetic appeal, and potentially impacts the property values of adjoining homes. The adopted change allows homeowners recourse to petition the Board of Directors to consider, arbitrate, and resolve the noted issues.

THE NEW SUBSECTION READS

1.3.1 Home/Property Maintenance & Aesthetic Standards

If a home and/or property has fallen significantly below the usual and customary aesthetic and maintenance standards of the neighborhood, a homeowner may petition the Board of Directors to consider, arbitrate, and resolve the property maintenance and deficiency issues. The acceptable standards include, but are not limited to, structural neglect, unsightly appearance, unattended or improperly maintained lawns and landscaping, scrap piles, and abandoned household items. The decision of the Board will to be determined by a majority vote of the Board, and it’s decision will be binding upon the residents and/or homeowner(s) directly involved. The owner(s) of the property will be required to rectify the noted deficiencies in a timely fashion, otherwise the Board of Directors may pursue enforcement options outlined in Subsection 3.6 entitled “Enforcement,” of the GENERAL CONSIDERATIONS Section, within the DCCR chapter.