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DOCUMENT TITLE(S):
Declaration of Covenants, Conditions, Reservations
& Restrictions of Baker Ridge Project

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

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

GRANTOR(S)
Benjamin and Carolyn Lange
Jeff and Kimberly Baker

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

GRANTEE(S):
Arlyn & Mary Lou Plagerman

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.)
Ptn of NE 1/4 NW 1/4 S7, T39N, R3E W.M

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

ASSESSOR'S 16-DIGIT PARCEL NUMBER: 390307 200459 0000
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The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

**DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS OF BAKERRIDGE PROJECT**

A. RECITALS

This Declaration is made with reference to the following facts and conditions:

1. The undersigned are the owners in fee simple of the following described real property located in Whatcom County, Washington:

ATTACHED AS EXHIBIT A

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.

2. BakerLange Properties, L.L.C., the 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 non-profit corporation which includes as its members those persons who purchase any Lot within the Subdivision (except the owner of Lot 14 as more fully discussed herein).

3. Declarant is, or will be upon conveyance from the Plagermans, the owner of the property described in Paragraph 1 above, except for that portion of the above-described property that is considered the "reserve tract" or "Lot 14". The reserve tract will continue to be owned by the Plagermans and they have executed this Declaration only to show their Acknowledgement thereof and not as the Declarant/developer. The Declarant received preliminary plat approval for the BakerRidge APO Cluster Plat which includes 13 residential lots and a reserve tract known herein as Lot 14. The Declarant desires that Lots 1-13 of the plat be subject to the benefits and burdens hereof; however, Lot 14 shall only be subject to the benefits of this Declaration and shall in no way be burdened thereby notwithstanding anything herein contained to the contrary. The property subject to these covenants is commonly known as "BakerRidge" and shall be referred to herein by that name and/or as the "Subdivision".

B. DECLARATION

The Declarant hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall inure and be binding upon the respective owners of each lot or parcel within the Subdivision (except Lot 14 which is only benefited and not burdened hereby), and the Declarant further declares that all of the real property within the Subdivision described herein is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

1. LAND CLASSIFICATION AND DEFINITIONS

The following words and classifications of land shall have the following meanings under this Declaration:

1.1 **Lot.** Lots 1-13 only as set forth on the face of the Plat that are designated for the location and construction of a single-family residence. Lot 14 is not included in the definition of "Lot" or "lot" unless specifically indicated.

1.2 **Parcel.** Any parcel of real property within the boundaries of the Subdivision except Lots 1-13, Lot 14 and real property dedicated to Whatcom County Washington.

1.3 **Person.** Any individual, firm, corporation, partnership, association, unincorporated association, or other legal entity.

1.4 **Owner.** Any person holding either fee title or a vendees interest under a Deed and/or Real Estate Contract for a Lot as shown by the records of the Auditor of Whatcom County, Washington.

1.5 **Declarant.** Declarant is BakerLange Properties LLC, a Washington State Limited Liability Company.

1.6 **Common Properties.** Common properties are the following:

(a) **Tract A** which is that 0.49 non-buildable Community Tract to be used exclusively for the entryway (ingress, egress utilities, with a gate system) to the Subdivision.

(b) **Tract B** which is that 0.43 acre recreational area identified on the face of the Plat;

(c) An access and utility easement for the benefit of Lot 14 over, across and under the north 60 feet of Tract A as shown on the face of the Plat.

(d) Easements for the benefit of the Association identified on the plat for the Subdivision, including but not limited to: the 60 foot wide access and utility easement over, across and under each of Lots 1-13 as identified on the face of the Plat.

208070337 1.7 **Plat.** BakerRidge Plat, filed under Whatcom County Auditor's File No. 208070337. The word plat shall also refer to plat maps, when recorded, for the Subdivision.

1.8 **Assessable Property.** Each of the individual Lots numbers 1-13. Lot 14 is not an assessable property hereunder.

1.9 **Improvements.** Improvements shall mean and include, without limitation, any buildings, out-buildings, private roads, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs and any other structure or landscaping.

1.10 **Resident.**

(a) Each person lawfully residing on or in any part of any lot; and

(b) Members of the immediate family of each such person actually living in the same household with such person.

1.11 **Board.** The Board of Directors of the Association.

1.12 Association. The community association of all Lot owners (excepting out Lot 14), as more fully described in Paragraph 6 hereof, which is being created concurrent with the execution hereof in the form of a Washington nonprofit corporation.

1.13 Subdivision. The word Subdivision shall refer to the real property described in the Recitals of this Declaration.

1.14 Declaration. This Declaration of Covenants, Conditions, Reservations, and Restrictions for the BakerRidge APO Cluster Plat.

2. RESERVATIONS AND EASEMENTS

2.1 Reservation of Easements. Easements for drainage, sewers, water pipes and utilities, facilities and services (including, but not limited to, water supply, electricity, gas, telephone and television) are hereby reserved over, under, upon, in and through all roadways and walkways, and over, under, upon, in and through those certain portions of lots which are necessary for existing facilities and equipment serving the Subdivision, together with the right to enter upon such easements for their installation and repair, as identified on the face of the plat. In addition, easements for the following are reserved over across and under the specific lots as shown on the face of the plat, including but not limited to:

(a) A nonexclusive utility easement 10' in width over, across and under Lots 1-13 in the Plat which strip shall be parallel to and coincident with the boundaries of all private and public streets and road rights of way. This reservation of easements is for the benefit of the Declarant and its assignee, as well as for the benefit of the Whatcom County, Puget Sound Energy, Cascade Natural Gas Company, U.S. West Communications, AT&T/Comcast, TCI Cablevision of Washington Inc., Verizon, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

(b) An easement of variable width for access and utilities over, across and under each of the Lots 1-13 as identified on the face of the plat (Access Easement). The Access Easement shall be used for the private road and utilities serving all of the Lots, and for the stormwater bioswales serving the Subdivision and each of the Lots. There shall be no parking within the Access Easement, *except* that a Resident may park in the Access Easement upon Tract B (while using Tract B) in the area provided for such parking. No party shall damage the road and utility improvements located in the Access Easement.

(c) An access and utility easement for the benefit of Lot 14 over, across and under the north 60 feet of Tract A as shown on the face of the Plat.

2.2 Conveyance of Common Properties. The Common Properties shall be conveyed by the Declarant to the Association at such time as determined in the sole discretion of the Declarant, but in any event no later than the date upon which Declarant achieves the sale to owners of at least eighty percent (80%) of the Lots within the Subdivision.

2.3 Reservation of Drainage Easement and The Right to Drain. The Declarant hereby reserves the right to drain all roadways, walkways, easement ways, and areas over and across any Lot or parcel within the Subdivision as noted on the face of the plat, identified herein and/or where water

might take a natural course after the grading of such lot or parcel. The Association shall be responsible for the maintenance and upkeep thereof, including regular cleaning to remove sediments, the replanting of grass and the replacement of rock as necessary to insure the effective operation thereof.

2.4 Easement Restoration. Any work done within any easement created by this Declaration or by the plat shall be done in a prompt and workmanlike manner and the property shall be restored as nearly as is reasonably practical to its condition prior to work within the easement.

2.5 Obligation to Maintain. The Association shall be obligated to operate, repair, maintain and preserve all of the Common Properties consistent with the purpose of and easement restrictions affecting each parcel.

(a) **Tract A:** The Association shall operate and maintain the access road, entrance sign and gate entrance to the Plat located on Tract A.

(b) **Tract B:** The Association shall maintain Tract B as a recreational area for the benefit of the Subdivision (including Lot 14), and any of the amenities located upon Tract B. The Association shall comply with the maintenance plan submitted to Whatcom County, dated 6/30/08.

(c) **Joint Road Maintenance Agreement:** The Association shall maintain and repair the road (known as Bakerridge Drive) located in the Access Easement and as shown on the face of the Plat. All costs of maintaining, repairing, improving or otherwise connected with the ingress, egress and utility easements shown on the face of the plat shall be borne by the Association and allocated amongst the Lot Owners (except the owner of Lot 14) on a pro rata basis as an assessment pursuant to Section 6.5 below.

(d) **Maintenance of Private Stormwater Facilities:** The Association has the responsibility to properly maintain all storm water facilities not within county rights-of-way. The County may access and inspect all storm water facilities and Association inspection records. If the Association has failed to maintain the storm water facilities, the County may issue written notice specifying the required actions. If the actions are not corrected in a timely manner or in the event of a public hazard, the County may enter the Property to perform the actions needed and bill the Association. Any action taken by Whatcom County shall not relieve the Association from its responsibility to maintain the storm water facilities. (See Whatcom County Development Standards, Chapter 2—storm water management).

If any party causes damage to such improvements within or upon any of the foregoing (or any other Common Areas), that party shall be liable to pay for all repairs associated with the damage that party causes. If the Association repairs the damages caused by an Owner or Resident, then the Association may make a special assessment against the Lot owned by or resided in by the Owner/Resident that caused such damage.

3. GENERAL USE RESTRICTIONS AND REQUIREMENTS

3.1 Permanent Residential Purposes. All Lots within the Subdivision shall be used exclusively for permanent single family residential purposes. No business or commercial activity (including but not limited to home care facilities, domestic shelters, day care and/or pre-schools) shall be maintained, occur or be allowed on any Lot or common area within the Subdivision. Only one single

family dwelling is allowed to be constructed and/or maintained on each Lot, *except* that accessory dwelling unit may be allowed on some of the Lots as set forth herein.

3.2 Recreational Vehicles. All boats, utility trailers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept upon any Lot within the Subdivision shall at all times be enclosed within a garage or otherwise neatly stored behind the front wall line of the residence and reasonably screened from view from the street, nor shall any such items or vehicles be parked on any street within the Subdivision overnight. Out-of-county guests of an owner may, with such owner's permission, park a recreational vehicle or travel trailer on lots for up to a maximum of four (4) weeks within any calendar year without being in violation of this section.

3.3 Explosives. No firearms or explosives shall be discharged within the boundaries of the Subdivision.

3.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, *except* that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No animal shall be allowed to roam freely within the Subdivision. No animal shall be allowed to bark or make other noise for excessive periods. No mean or aggressive animals shall be allowed within the Subdivision.

3.5 Signs. No signs or billboards shall be placed on any Lot, *except* one identification sign bearing the owner's name and address may be placed upon the owner's Lot. In addition thereto, the Declarant and any owner or such owner's agent, may subsequently advertise any Lot for sale; and furthermore, an owner may display signs of a political nature, promoting a candidate or a political proposition, during periods of political campaigns. One sign located on Tract A, not greater than 64 square feet, shall be allowed at the road entrance per WCC 20.80.470(4) and maintained by the Association. But no sign shall be located closer than 10 feet to any right of way.

3.6 Garbage/Refuse. No owner shall deposit or permit the accumulation of any trash, ashes, garbage, or other refuse or debris on or about such owner's Lot or any other property within the Subdivision, *except* in appropriate covered trash receptacles. Each owner shall keep such owner's Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist, nor maintain any tangible objects, which are unsightly in appearance to exist, on any Lot within the Subdivision.

3.7 Vehicles. All automobiles and all other permitted vehicles, if kept or parked on any Lot or otherwise within the Subdivision, shall be in good order and in working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot or street in the Subdivision, unless enclosed in a garage or otherwise completely screened from view from outside the Lot. Non-muffled motorcycles, muffled or non-muffled motorbikes, trail bikes, snowmobiles and similar vehicles shall not be operated on any portion of the Subdivision (and the roads therein) whether licensed or not.

3.8 Antennas. No television, radio or satellite antenna, receivers, dishes or other telecommunication devices shall be installed on any portion of any Lot unless contained entirely within the interior of a building or in the backyard, reasonably screened from the view of all neighbors *except* that a satellite antenna disc of not more than eighteen (18) inches in diameter shall be allowed. The location of any permitted satellite disc shall be prior approved by the Architectural Review Committee.

3.9 Fences. The black vinyl fencing along the east property line shall remain until the Home Owners Association formally decides to remove and/or replace such fencing. Wire and chain link fencing is prohibited. The Lot owners may install and maintain fencing encompassing the yard of their individual lot at the time of construction of a new home or any time thereafter as approved by the Architectural Review Committee. Fencing of individual lots shall be consistent in materials, color, and style with the perimeter fencing of the entire subdivision, as approved by the Architectural Review Committee. Individual Lot fencing may be no more than six (6) feet in height. There is a 42" height limit on fences from the front yard to the front of the house.

3.10 Retaining Walls. Retaining walls shall not exceed a height of four (4) feet unless they are designed and installed consistent with plans produced by a licensed civil engineer. Retaining walls shall be constructed only of the following materials: stone, heavy timber, concrete with brick, stone or wood facing or concrete with high quality exposed aggregate finish.

3.11 Roof Materials. Roof materials are limited to natural cedar shakes or shingles, concrete or clay tiles, slate or textured thirty-year plus mineral surfaced composition shingles. Materials for roofing and siding of outbuildings shall be consistent in color(s), style and design with that of the house on the Lot on which it is situated.

3.12 Chimney Design. Exposed metal chimneys are not permitted.

3.13 Driveways and Walkways. Driveways and walkways shall not exceed twenty-two (22) feet and five and one-half feet (5½) respectively in width, except in the case of a house with a three (3)-car garage, where the driveway as it approaches the house can widen to a maximum of thirty-two (32) feet.

3.14 Clothesline Restrictions. Clotheslines are only permitted in the backyard of a Lot.

3.15 Surface Water Run-Off. No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other lots or contiguous properties and the owners thereof.

3.16 Damaged Improvements. No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of four months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within such four month period and shall be completed in accordance with the provisions of Paragraph 4.1 hereof; provided, however, that such four month period shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject owner and in the event that the subject owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

3.17 Landscaping. Within nine (9) months after commencement of construction of other improvements thereon all Lots shall be fully landscaped. All landscaping shall be subject to approval from the ARC and the View Protection restrictions herein. If the owner of the Lot fails to properly maintain landscaping, then the Association may perform the work described in the approved

landscaping plan and charge the owner of the Lot for the cost of such work. The Association may collect this charge pursuant to the authority granted in Section 6.7 of this Declaration.

3.18 Setbacks. All set backs shall be consistent with setbacks required by Whatcom County provided the ARC may impose more restrictive setbacks as required.

3.19 House Size. Each single-family dwelling shall be a permanent construction (no mobile or modular homes are allowed) and must be a minimum of 2,000 square feet, with two-story dwellings having a minimum of 2,000 square feet on the main floor, exclusive of garage, basement and porches. The maximum square footage of two-story dwellings shall be 4,500 above ground. The maximum square footage of single level dwellings shall be 4,000 above ground. Location of all buildings shall have prior approval by ARC in an attempt to preserve views of Mount Baker from all Lots (including Lot 14).

3.20 Outbuildings. Size and design of any outbuildings (shops, sheds, or any other structure detached from the residence) must be approved by the ARC prior to construction and shall be of similar color and design with the residence approved for the Lot. Outbuildings shall only be allowed behind homes (*i.e.* on the opposite side of the home from the road the home faces). The construction of outbuildings shall not block views of Mount Baker from other Lots. The maximum size of outbuildings on Lots 1-9 is 1,450 square feet. Outbuildings on Lots 10, 11, 12 or 13 shall be no larger than 20 X 15 feet, with a height limit of 18 feet.

3.21 Garage. All houses shall have no less than a two car garage. All garages must be a minimum of 400 square feet (2 car) and not more than 1,000 square feet (3 car).

3.22 Septic Tanks. Prior to submission of construction plan, specifications, site plan and/or landscaping plan to the ARC, each Lot Owner must obtain from Whatcom County an approval for a septic system (tank and associated drain field) that includes the location of such septic system upon said Lot. Each Lot Owner shall, contemporaneous with the construction of the single family residence, construct the septic system according to the then current Whatcom County Health Department standards, and obtain approval of the completed system. Each Lot owner shall construct and maintain its own septic system and shall comply with Whatcom County requirements for installation and inspection of septic systems, as set forth in WCC 24.05 and as hereinafter amended, as well as any standards adopted by the Whatcom County Health Department.

3.23 View Protection. It is the intent of the Declarant and the Association, to maintain views of Mount Baker and that no improvement shall be situated on any Lot that substantially obstructs the view of Mount Baker from another residence within the Subdivision including, but not limited to, the blockage of views from the residence on Lot 14. Accordingly, the location of all improvements on all Lots (including but not limited to houses, outbuildings and landscaping) shall have prior approval by ARC in an attempt to preserve views of Mount Baker.

(a) **Lots 1-9:** On Lots 1-9 improvements, landscaping and trees of any height are allowed, but any landscaping and trees above 10 feet in height must remain in the back 1/3 of the Lot (the portion of the Lot on the away from Bakerridge Drive) and shall not materially obscure the views from other Lots (including Lot 14) of Mount Baker.

(b) **Lots 10-13:** On Lots 10-13 no trees or vegetation over 10' are allowed. Any improvements (including the residence) upon lots 10-13 shall be located in the areas approved by the ARC and shall not exceed 35 feet in height. The height of the improvements shall be certified by an engineer or architect on the plans submitted to the ARC and shall be calculated as follows: The vertical

distance from the lowest existing grade at the wall of the building to the highest point of the coping of a flat roof or to the height of the highest gable of a pitch or hip roof. If the actual height of the improvements varies from the height set forth on the plans submitted and approved by the ARC, it shall be that Lot Owners obligation to correct the improvements so that they meet the height identified in the approved plans.

3.24 Tree Cutting. There shall be no cutting of any of the trees on Lots 7, 8 or 9 unless each such cutting is approved, in writing, by the ARC. If the ARC is no longer in place, such tree cutting must be approved, in writing, by the Homeowners Association.

3.25 Agriculture Protection Overlay District. The Subdivision has been approved as an agricultural protection overlay long subdivision. All lots with in this Platt are subject to the development and use standards of the Agricultural Protection Overlay District, pursuant to WCC 20.38.060. The notes herein shall be considered a deed restriction and shall constitute a binding agreement between Whatcom County and all present and future owners of record of the Subdivision and/or the Lots located therein.

3.26 Density/Accessory Dwelling Units. The currently permitted density shall be achieved with one single-family dwelling on each of Lots 1 through 13. Lots 1 through 6 and 11 to 13 are eligible to apply for accessory dwelling units (ADU). This eligibility in no way guarantees the approval of said ADU permits. All future ADU permits must comply with applicable zoning, building, and other development regulations in place at the time of application. Prior to issuance of an ADU permits to the property owner, that owner must (upon the agreement with and input from the Association) contact the Washington State Department of Transportation for a revised access connection permit at that time to reflect the total number of single family residences that will be served by the access connection point servicing the Subdivision to State Route 544 (East Pole Road) as per the Special Provision #26 of Access Connection Permit for 6570/AC06011122. Lots 7 through 10 are not eligible for ADU permits.

3.27 Right to Farm Disclosure. The Subdivision (and each of the Lots therein) is within or near designated agriculture lands (including but not limited to Lot 14) on which a variety of commercial activities may occur that are not compatible with residential development for certain periods of limited duration. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during any 24-hour period (including aircraft), the storage and application of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Whatcom County has determined that the use of real property for agricultural operations is a high priority and favored use and will not consider be a nuisance those inconveniences or discomforts arising from farm operations, if such operations are consistent with commonly accepted good management practices and otherwise comply with local, state, and federal laws.

3.28 Archaeological Discovery If archaeological materials (e.g., bone, shell midden, cobble tools, etc.) are observed during site work located within the Subdivision or any of the Lots located therein, work in the area of the discovery shall cease and the Whatcom County SEPA administrator (676-6907), Lummi Nation Tribal Historic Preservation Office (384-2298) and the Washington State Office of Archaeology and Historic Preservation (360-586-3065) shall be contacted immediately to determine the significance of the discovery. If human remains are observed, the Whatcom County Sheriff (911) as well as Lummi Nation Tribal Historic Preservation Office and the Washington State Office of Archaeology and Historic Preservation shall be contacted immediately. Compliance with all other applicable laws pertaining to archaeological resources is required.

3.29 No Offensive Activities. No owner, their guests or invitees shall undertake or maintain any activity within the Subdivision that is obnoxious or offensive and/or constitutes disorderly conduct, disorderly house, and/or a breach of the peace pursuant to Whatcom County Code.

4. CONSTRUCTION

4.1 Time For Completion. Construction of all improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of an improvement shall be nine (9) months from the date construction commences, which is defined as the date building materials are first delivered to the lot for such purpose. Construction shall not be deemed to be completed until all improvements are finished, the lot has been cleaned of construction debris and the lot has been landscaped consistent with approved plans.

5. ARCHITECTURAL REVIEW COMMITTEE

5.1 General. Construction of improvements on any lot within the Subdivision shall be subject to the prior approval of an Architectural Review Committee ("ARC"), that shall consist of no less than three individuals appointed by the Declarant. The ARC shall initially consist of Jeff Baker, Kimberly Baker, Benjamin Lange and Carolyn Lange. No improvements shall be erected, placed or altered on any Lots (excepting Lot 14) until the construction plan, specification, site plan and landscaping plan, showing the location of all proposed improvements on the lot in a form established by the ARC, have been approved. The approval or disapproval of the ARC as to such construction plan, specifications, site plan and landscaping plan, shall be based upon the quality of materials utilized in the construction, the harmony of the external design and color scheme of the proposed improvements with other existing improvements within the Subdivision, bulk and location of improvements with respect to topography and finish grade, view protection and compliance with the Declaration and the standards to be developed and made available to owners by the ARC. In addition, the ARC shall have the authority to control the location and orientation of each structure/roof pitch to protect the mountain views from other lots in the subdivision. All Lot Owners agree to cooperate in good faith to locate and orient their structures/roof pitch to protect the mountain views from the lots in the Subdivision. Notwithstanding the foregoing, the ARC cannot guarantee protection of all views.

5.2 ARC Fee. In addition to the construction plan, specifications, site plan and landscaping plan, the owner shall give to the ARC **Two Hundred Dollars (\$200.00)** for each approval requested. A significant change to plans shall be deemed to be a new set of plans and shall require an additional **One Hundred Dollar (\$100.00)** fee. The ARC is not obligated to commence review until the above specified fees have been paid. The fees for ARC review shall be considered an assessment and enforced as set forth in Section 6 below.

5.3 Approval/Disapproval. The ARC shall approve or disapprove the construction plans, specifications and site plan, including specified color finish, within thirty five (35) days following receipt of a complete duplicate set thereof from the submitting lot owner or prospective lot owner. Any complete submission of construction plan, specifications, site plan and landscaping plan on which no action is taken by the ARC for sixty (60) days following the date of receipt thereof shall be deemed approved as submitted, unless within such sixty (60) day period the ARC has sought, in writing, clarifying information concerning the same. Two sets of construction plans, specifications (including exterior color finish detail), site plan and landscaping plan must be submitted to the ARC. One such

complete set shall be returned to the submitting lot owner or prospective lot owner with the approval or disapproval endorsed upon such complete set by the ARC. The other complete set shall be retained by the ARC for its permanent files.

The ARC shall have the right to disapprove any construction plans, specifications and/or site plan in the event the same are not in accordance with the provisions of this Declaration, if the design or exterior color scheme of the proposed improvements is not in harmony with the general surroundings of the Subdivision or with the adjacent improvements, if the proposed improvements interfere with views from other lots in the Subdivision, if the construction plan, specification, site plan and landscaping plan are incomplete, or if the ARC determines that the construction plans, specifications and site plan, or any portion of them, are contrary to the interest, welfare and/or rights of the owners of other lots within the Subdivision.

5.4 ARC General Guidelines. The following are general guidelines for approval/disapproval of construction plans, specifications and/or site plans for the Subdivision.

- Exterior siding of all structures is required to be wood. Alternative siding material shall only be permitted with ARC approval. No aluminum siding, vinyl siding, or similar siding is permitted. No stucco or drivet exteriors are permitted.
- All homes, buildings and shops shall have a minimum roof pitch of 8/12 and a maximum of 10/12 provided the height does not exceed the height limit or violate view protection restrictions.
- The location and orientation of each house on each Lot shall be approved in a manner to reasonably protect the mountain views from the within the Subdivision.
- The top of the first floor shall not be less than twelve (12) inches above the road.
- The following are acceptable color schemes for the Subdivision: Attached as Exhibit B.

5.5 Variance. In order to preserve the character of the Subdivision, and/or to resolve problems relating to unique and difficult topographical problems or in other extraordinary circumstances, the ARC shall have the right to grant a variance from the standards created by the ARC and from those restrictions relating to improvements set forth in Section 3 of this Declaration. Any variance from the restrictions contained in this Declaration shall be made in recordable form and shall be placed of record on the lot by the ARC.

5.6 Conditional Approval. Any approval given by the ARC may be conditioned upon compliance by the applicant with any reasonable condition which the ARC deems appropriate, including, without limitation, the posting of bonds or other acceptable security in order to insure performance by the applicant in accordance with the construction plan, specifications, site plan and landscaping plan being approved.

5.7 No Liability. Neither the ARC, nor any member thereof nor any successor thereto nor the Declarant, shall be liable to any person for any action taken by the ARC or for any failure to act by it under or pursuant to the provisions of this Declaration, so long as the ARC, and any successors thereto act in good faith and without malice.

5.8 Expiration. The Declarant may remove and replace the ARC at the Declarant's sole discretion. This right to appoint and remove the ARC shall not expire until the Declarant no longer owns any lots in the Subdivision and construction plan, specifications, site plan and landscaping plans have been approved for all Lots in the Subdivision.

6. COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS OF BAKERRIDGE APO CLUSTER PLAT - Page 10

The Declarant shall form a Community Association, designated herein as the Association, to include as its members all owners of any lot within the Subdivision, except Lot 14. This organization shall be a nonprofit corporation pursuant to Title 24 of the Revised Code of Washington and shall be known as "BakerRidge Homeowner's Association" and shall be authorized to enforce the terms and conditions herein.

6.1 Purpose. The purpose of the Association shall include, without limitation, the furtherance and promotion of the common welfare of the owners of any lot or parcel within the Subdivision and within Subsequent Phases; the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Properties within the subdivision for which there is a private maintenance obligation to be shared in common by the Association members; the maintenance and preservation of landscaping and irrigation systems located in the Subdivision; the maintenance and repair of light standards for the street lighting within the Subdivision to the extent that the standards deviate from City standards that were in effect at the time of their installation; the regulation, maintenance and repair of facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the members and of their lots within the Subdivision, including, but not limited to, the operation, maintenance and use of property held or controlled by the Association; payment of taxes, if imposed, on Common Properties and improvements; and the protection and preservation of the interests of the lot owners for the common good.

6.2 Meetings. All meetings shall be conducted as required by RCW 64.38.035 as hereinafter amended.

6.3 Creation and Transfer of Control. The Association shall be organized at the instance of the Declarant, and each lot owner (except Lot 14) shall be a member of the Association. Upon the acceptance and recording of the plats of Subsequent Phases, each owner of a lot thereof (except Lot 14) shall also become a member of the Association. The Declarant shall designate and appoint a governing Board of the Association until such time as the Declarant has sold eighty (80%) percent of its lots within these Subdivisions. When eighty (80%) percent of such lots owned by the Declarant have been sold by the Declarant, the control of the Association shall be turned over to the members, and the members shall elect from their number the governing Board of the Association, as determined by the Articles of Incorporation and By-laws of the Association. Irrespective of the foregoing, the Declarant, at its sole and exclusive option, may elect at any time prior to the sale of eighty (80%) percent of its lots within these Subdivisions to transfer control of the Association to the members thereof.

6.4 Required Maintenance. The Association shall perform all reasonable and necessary maintenance of the following: All of the repairs and maintenance required in section 2.5 above as well as all repairs and maintenance required for the Common Areas, Easements and the improvements located thereon. All expenses related thereto shall be paid by the Association. The Association shall be authorized to require reimbursement for all expenses incurred in repairing or restoring the foregoing (apart from maintenance due from ordinary wear and tear) from the party causing the damage the required the repair or restoration.

6.5 Assessments and Liens.

(a) **Authority.** The Association during the period of Declarant control and at all times thereafter shall be empowered to establish and to collect dues and assessments upon Lots in the Subdivision (except Lot 14) for the common benefit of such lots.

(b) **Purposes.** The purposes for which dues and assessments may be established and collected include, without limitation, making provision for the payment of charges associated with utilities, road, gate and utility maintenance, Tract B recreational improvements, drainage, property protection, landscaping, insurance, maintenance, improvements, payment of taxes upon Common Properties, the holding of ownership or a leasehold interest therein, for any other common purposes or for collecting fines or recovering money expended on the landscaping of a lot, all as determined pursuant to the Articles of Incorporation and By-laws of the Association.

(c) **Personal Obligation and Lien Foreclosure.** Dues and assessments shall constitute a personal obligation of any owner of record of a lot on the due date thereof and shall also constitute a lien on the lot assessed. Such lien may be enforced by the Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

(d) **Amounts Included.** Each owner and each party hereinafter owning or claiming an equity interest in a lot agrees that in the event of any action to collect assessments and/or foreclose a lien securing the same involving such lot, the owner or owners of such affected lot or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorney's fees incurred by the Association and court costs, as well as all other costs reasonably and necessarily incurred in such action, and/or the collection of any passed due assessment (whether or not litigation or foreclosure is instituted to collect such amounts). In any such action, delinquent assessments shall bear interest at the rate of 12% per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon.

(e) **Other Liens and Foreclosure Actions.** The method and manner provided for foreclosure of liens set forth in this paragraph shall pertain to all liens referred to in this Declaration. First mortgage liens placed upon any of the lots created shall be superior to any and all charges, assessments, and liens thereafter asserted pursuant to this Declaration.

6.6 Establishment and Assessment of Charges. For the purpose of providing funds for uses specified herein the Board of the Association shall, for each year, charge yearly dues against all lots. The Declarant shall determine the amount of the first year dues to be paid. Until dues are assessed, the Declarant shall be responsible for payment of expenses of the Association. Each lot shall be assessed an equal amount for each calendar year for all expenses common to all lots. Assessments shall be adopted pursuant to the requirements set forth in RCW 64.38.025.

6.7 Special Assessment. The Association may make special assessments against any lot and lot owner for violating the terms of this Declaration, or if such owner is responsible for damage to the common properties.

6.8 Annual statement. As soon as shall be practical in each calendar year, the Association shall send a written statement to each owner setting forth the dollar amount of the assessment for such lot for such calendar year. The Association may, in its sole discretion, provide for payment of such assessments on a periodic basis during such calendar year, with or without a service charge. This requirement shall not apply until the Declarant has elected to assess lots in the Subdivision.

6.9 Penalty on Delinquent Assessments. If an owner shall fail to pay any installment of an annual assessment within thirty (30) days from the date the same is due, then the entire DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BAKERRIDGE APO CLUSTER PLAT - Page 12

annual assessment for such lot shall be delinquent and shall become immediately due and payable, shall bear interest at the rate of 12% per annum thereafter until paid and shall also bear a penalty in such amount as shall be determined by the Board of the Association.

6.10 Delinquency For More Than Ninety Days. If the owner of any assessable lot shall be delinquent in the payment of the annual assessment, or any installment thereof, for more than ninety (90) days following the date the same is due, then the Association shall have the right to commence legal action seeking a personal judgment against such owner and, in addition thereto, shall have the right to foreclose its lien upon such lot. The total amount due from such owner shall be such sums as provided in paragraphs 6.5, and 6.6, plus any penalty imposed under paragraph 6.7 hereof.

6.11 Rules and Procedures for Billing and Collecting Assessments. The Board of the Association shall have the power and authority to adopt rules and procedures respecting the billing and collecting of annual assessments, which shall be binding upon all lot owners.

6.12 Increase in Assessments. Increase in assessments shall be made pursuant to RCW 64.38.025.

6.13 Application of Assessment. The Association shall apply all funds received by it pursuant to this Declaration in the following order:

- (a) Administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described in its Articles of Incorporation and By-Laws.
- (b) The promotion of the recreation, health, safety, enjoyment and welfare of the users of the Common Properties, and the enhancement of the values of the Common Properties by means of construction, repair, maintenance, operation and administration of the Common Properties, including, but not limited to, the payment of taxes and insurance premiums on the Common Properties.
- (c) The service, repair, maintenance and/or replacement of any and all improvements, including, but not limited to landscaping, fences, roads, paths, drainage facilities and lighting belonging to the Association.
- (d) As to monies received on special assessments, to fulfill the purpose of the special assessment.

6.14 Authority to Maintain surplus. The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual assessment in any future year.

7. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any lot which is the subject of an action arising from such violation or breach. A purchaser of any such lot at a trustee's sale, Sheriff's sale or Tax Foreclosure sale shall take title to such lot free and clear of any violations or breaches which have occurred on such lot, or by the previous owner

thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

8. TENANTS AND INVITEES

Tenants and Invitees of the owners or residents of the Subdivision shall be bound by the terms and conditions of this Declaration, as well as Rules and Regulations adopted by the Board of the Association.

9. ENFORCEMENT

The Association, the Declarant and any owner (including the owner of Lot 14) shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. The failure of the Association, of the Declarant or of any 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 judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

10. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including the jurisdiction, rights and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and to and with the grantees and subsequent owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform all obligations set forth herein.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to any Common Properties, public paths, streams or other water courses.

11. AMENDMENT TO DECLARATION

Each and every provision of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforced by, the Association, the Declarant, the owners of any Lots subject hereto (including the owner of Lot 14), their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or amending this Declaration is signed by not less than seventy-five (75%) percent of the owners of all Lots subject to this Declaration (including the owner of Lot 14), which instrument shall then be filed of record with the Whatcom County Auditor. During the first ten (10) year term hereof, this covenant may be amended by an instrument adopted by the Board and signed by not less than seventy-five (75%) percent of the owners of all Lots subject to this Declaration. Any such amendment shall take effect upon being recorded with the Whatcom County Auditor.

No Amendment or termination of this Declaration shall affect, change, or terminate any of the restrictions, obligations limitation and/or easements described in subparagraphs 2.1, 2.3, 2.4, 2.5, 3.22, 3.25, 3.26, 3.27, and 3.28 of this Declaration without the prior written consent of Whatcom County.

12. **SEVERABILITY**

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

13. **PARAGRAPH HEADINGS**

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

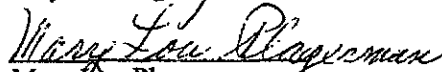
14. **NO WAIVER**

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 25th day of July 2008.

Acknowledged by:
PLAGERMAN

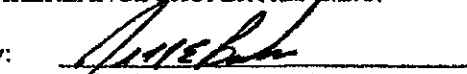

Arlyn L. Plagerman


Mary Lou Plagerman

Executed by:

BAKERLANGE PROPERTIES L.L.C.

By:


Jeff Baker, Manager and Member


Kimberly Baker, Member

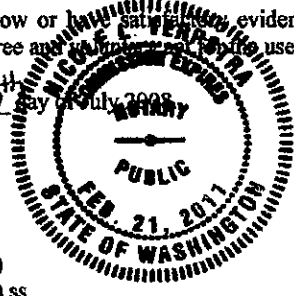

Ben Lange, Member


Carolyn Lange, Member

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that Arlyn L. Plagerman signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned therein.

DATED this 25th day of July 2008.

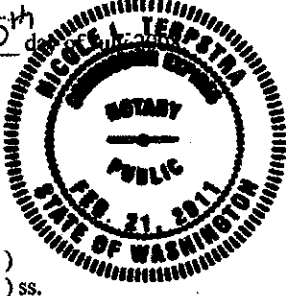


Nicole L. Terpstra
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 2-21-11.

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that Mary Lou Plagerman signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned therein.

DATED this 25th day of July 2008.

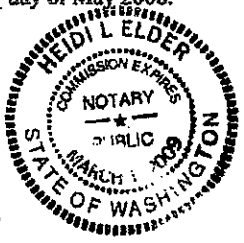


Nicole L. Terpstra
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 2-21-11.

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that JEFF BAKER is the person who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of BAKERLANGE PROPERTIES INC. and that such was the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24 day of July 2008.



Heidi L. Elder
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 3-1-09.

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that JEFF BAKER signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned therein.

DATED this 24 day of July 2008.

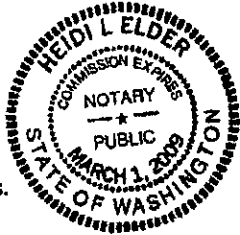


Heidi L. Elder
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 3-1-09

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that KIMBERLY BAKER signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned therein.

DATED this 24 day of July 2008.

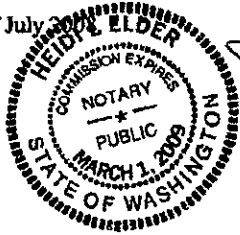


Heidi L. Elder
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 3-1-09

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that BEN LANGE signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned therein.

DATED this 24 day of July 2008.

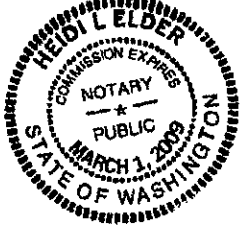


Heidi L. Elder
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 3-1-09

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that CAROLYN LANGE signed this instrument and acknowledged it to her free and voluntary act for the uses and purposes mentioned therein.

DATED this 24 day of July 2008.



Heidi L. Elder
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 3-1-09

Exhibit A

Legal Description

Lots 1-13 and all common areas as shown on the Plat for BakerRidge, a portion of the Northeast quarter and the Northwest quarter of Section 7, Township 39 North, Range 3 East of W.M., situate in Whatcom County, Washington.

The Property is subject to being subdivided.

Lot 10 only

FILED FOR RECORD AT REQUEST OF
AND RETURN ORIGINAL TO:

BakerLange Properties, L.L.C.

2250 Jess Road
Custer, WA 98240-9610

GRANTOR(S):

1. BAKERLANGE PROPERTIES L.L.C.
2. PLAGERMAN, ARLYN L.
3. PLAGERMAN, MARY LOU

GRANTEE(S):

1. BAKERLANGE PROPERTIES L.L.C.

LEGAL DESCRIPTION:

Abbreviated: Lots 1-13, *BakerRidge Cluster Subdivision per*
Full legal is found on second page.

ASSESSOR'S PARCEL NUMBER(S):

1. 3903071694820000; 3903071474820000; 3903071264810000;
3903071164680000; 3903071184480000; 3903071084120000;
3903071164280000; 3903071244120000; 3903071294240000
3903071474120000; 3903071474240000; 3903071734120000;
3903071734240000; 3903071734410000; 3903071734600000;
3903071434600000; 3903071434410000;

AFFECTED DOCUMENT(S):

1. Declaration of Covenants, Conditions, Reservations and Restrictions of
BakerRidge Project, AF # 2080703372

First Addendum

Declaration of Covenants, Conditions, Reservations and Restrictions of BakerRidge Project

This **First Addendum** is made and declared this ____ day of September, 2008, by, between and among BAKERLANGE PROPERTIES L.L.C., a Washington limited liability company, and ARLYN L. PLAGERMAN and MARY LOU PLAGERMAN, husband and wife, as follows:

Whereas, BAKERLANGE PROPERTIES L.L.C. is the contract purchaser and developer of certain lands from ARLYN L. PLAGERMAN and MARY LOU PLAGERMAN

First Addendum (BakerRidge CC&Rs), Page 2 of 5

now identified as *BakerRidge*, a Whatcom County APO cluster plat recorded July 28, 2008, under Whatcom County Auditor's File No. 2080703371;

Whereas, the parties have prepared that certain *Declaration of Covenants, Conditions, Reservations and Restrictions of BakerRidge Project* and caused the same to be recorded on July 28, 2008, under Whatcom County Auditor's File No. 2080703372, the same being re-recorded the same on September _____, under Whatcom County Auditor's File No. _____, to govern the use and occupancy of the lands within *BakerRidge*; and

Whereas, by means of this *First Addendum* the parties desire to make particular clarification and provision for the following specific lot within *BakerRidge*:

Lot 10, *BakerRidge*, as per the plat thereof, recorded July 28, 2008, under Whatcom County Auditor's File No. 2080703371, records of Whatcom County, Washington.

Whereas, the amendment herein shall affect the rights of all of the following real property;

Lot 1-13, inclusive, *BakerRidge*, as per the plat thereof, recorded July 28, 2008, under Whatcom County Auditor's File No. 2080703371, records of Whatcom County, Washington.

Now, Therefore,

Come Now the parties hereto and covenant and agree as follows:

1. **Recitals True.** The foregoing recitals are true.
2. **Lot 10 Siting and Orientation.** Notwithstanding the provisions of Paragraphs 3.19, 3.23, 3.23(b), 5.1 and 5.4 of the *Declaration of Covenants, Conditions, Reservations and Restrictions of BakerRidge Project*, or any other restrictions affecting the plat of *BakerRidge*, and notwithstanding the effect upon the view of any other lot, the Architectural Review Committee ("ARC") is bound to approve any siting and orientation of the residence and outbuilding on Lot 10 within the buildable area of Lot 10 as determined by the owner thereof.
3. **Lot 10 Garage and Storage.** Notwithstanding the provisions of Paragraph 3.21 of the *Declaration of Covenants, Conditions, Reservations and Restrictions of BakerRidge Project*, or any other restrictions affecting the plat of *BakerRidge*, the Architectural Review Committee ("ARC") is bound to approve the integration of motorhome storage into the garage of the residence constructed on Lot 10; *provided* that the aggregate floor area of the garage

First Addendum (BakerRidge CC&Rs), Page 3 of 5

and motorhome storage does not exceed 1,700 square feet, *provided further*, that upon such integration of motorhome storage into the garage, there shall be no outdoor storage of a motorhome on Lot 10.

4. **Other Provisions Preserved.** All other factors subject to the purview of the the Architectural Review Committee (“ARC”) under the *Declaration of Covenants, Conditions, Reservations and Restrictions of BakerRidge Project* remain intact as to Lot 10.

In Witness Whereof, the parties have executed this *First Addendum* effective the day and year first above written.

PLAGERMAN:

BAKERLANGE PROPERTIES L.L.C.

ARLYN L. PLAGERMAN

By: _____
JEFF BAKER, Manager & Member

MARY LOU PLAGERMAN

By: _____
KIMBERLY BAKER, Member

By: _____
BENJAMIN “BEN” LANGE, Member

By: _____
CAROLYN LANGE, Member

State of Washington }
County of Whatcom }^{ss.}

On this day before me personally appeared JEFF BAKER, to me known to be the Manager, of BAKERLANGE PROPERTIES L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this ____ day of October, 2008.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires: _____

**State of Washington }
County of Whatcom } ss.**

I certify that I know or have satisfactory evidence that ARLYN L. PLAGERMAN and MARY LOU PLAGERMAN are the persons who appeared before me, that they executed the within and foregoing instrument, and that they acknowledged it to be their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of October, 2008.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires: _____

**State of Washington }
County of Whatcom } ss.**

I certify that I know or have satisfactory evidence that JEFF BAKER and KIMBERLY BAKER are the persons who appeared before me, that they executed the within and foregoing instrument, and that they acknowledged it to be their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of October, 2008.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires: _____

State of Washington }
County of Whatcom } ss.

I certify that I know or have satisfactory evidence that BENJAMIN LANGE and CAROLYN LANGE are the persons who appeared before me, that they executed the within and foregoing instrument, and that they acknowledged it to be their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of October, 2008.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires: _____