

BBVHA CC AND Rs as amended by general membership April 5, 2014

Mutual Covenants, Conditions, and Restrictions for Birch Bay View

Any lots not re-registered since 2006 will continue to be governed by the pre-existing CC&Rs dating from 1959.


These **Mutual Covenants, Conditions and Restrictions**, hereinafter referred to as the "CC&Rs," are made and entered into by, between and among the participating owners of lots in *Birch Bay View*, a Whatcom County, Washington, plat recorded in Book 8 of Plats, Page 94, records of Whatcom County Washington, which plat encompasses the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 14, Township 40 North, Range 1 West of W.M., and also the Northeast Quarter of the Northwest Quarter of Section 23, Township 40 North, Range 1 West of W.M., Whatcom County, Washington, for the purpose of keeping the participating lots in said addition desirable and uniform for a residential area, as follows:

Whereas, each of the lands and lots of Birch Bay View are subject to those **Mutual Land Use and Building Restrictions for "Birch Bay View" Addition, Whatcom County, Washington** dated August 11, 1959, and recorded August 13, 1959, in Volume 443 of Records, page 434, under Auditor's File No. 880091:

Whereas, without abrogating the enforceability of the 1959 Restrictions with respect to lots of *Birch Bay View* NOT PARTICIPATING in these CC&Rs, the owners of the participating lots hereby implement these CC&Rs between and among their respective lots as inclusive of and supplemental to the provisions of the 1959 **Mutual Land Use and Building Restrictions for "Birch Bay View" Addition, Whatcom County, Washington; Now Therefore**,


In consideration of the mutual benefits to be obtained, the participating lot owners do each hereby grant, reserve and declare that the CC&Rs herein set forth shall inure to the benefit of and be binding upon the respective owner or owners of each participating lot or parcel in *Birch Bay View*, including and lots divided from or reconfigured among such lots or parcels, and further grant, reserve and declare that all the participating lots in *Birch Bay View* shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following CC&Rs for the purpose of enhancing and protecting the value, desirability and attractiveness of the participating lots, and every part thereof. All of the CC&Rs expressed herein shall run with the land and be binding upon the parties having any right, title or interest in the participating lots, or any part thereof.

1. These CC&Rs shall be deemed to be fully and sufficiently described or incorporated in any instrument of conveyance by designating and referring to the same as the "Mutual Covenants, Conditions and Restrictions for *Birch Bay View*."
2. The use of the lots in this Addition shall be for private residential purposes with no more than one residence of new construction, limited to a one story, one family dwelling with the ground



floor area exclusive of open porches, garage, or carport, of not less than 1000 square feet, with maximum building height of 20.5 feet above average, natural lot grade ("natural": has not been filled.)

3. Placement of the dwelling on the property shall adhere to Whatcom County Codes.
4. Building plans must be submitted in advance of the permitting process to the board of the Birch Bay View Homeowners' Association to ensure compliance with these CC&Rs.
5. Heights of fences, hedges, and bushes may not exceed 6', and trees may not exceed 15'.
6. From the date of breaking ground, a newly constructed house shall be finished on the outside within 6 months. This is limited by Whatcom County Building Codes. No construction of a temporary character shall be erected or used on any lot of a residence either temporarily or permanently. Owners may reside in an RV for up to six months on the property during the construction of the new home.
7. An owner or tenant of record may store his/her own RV on his/her own property. The RV shall not be used as a second dwelling on the property.
8. Animals shall be limited to household pets and farmyard fowl, excepting roosters or any other fowl or animal whose noise may disturb neighbors. Dogs must be under control, either by leash or in a fenced yard. Whatcom County has a leash law.
9. The grantor and every person hereinafter having any right, title, or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions by injunction or other lawful procedure, and to recover damages resulting from such a violation.
10. The property owner shall maintain all lots, including vacant ones. If the BBVHA receives a complaint, at least two (2) registered letters will be sent requesting action be taken by the owner. If there is no response or action taken within thirty (30) days to remedy the complaint, the Board may hire a clean-up crew to take remedial action. The owner will be billed for labor, materials, and out-of-pocket costs. Should the owner not pay within 60 days, a lien may be filed at the Whatcom County Courthouse. Filing and administrative fees will be added and credit agencies will be notified.
11. Derelict buildings, those that are easily accessed, not lived in, or abandoned, damaged, or burned, and untended lots, those where trash, garbage, or any other detritus have been dumped, are not allowed
12. It is the landlord's responsibility to advise his/her tenant(s) of the CC&Rs, and to tell them that they must abide by them as well.
13. These CC and Rs may be changed or adapted by due process.
14. Each tax parcel earns one vote in the association and pays one set of dues. Owners who have more than one tax parcel shall have a commensurate number of votes and dues.



At this general membership meeting, April 5, 2014, it was moved, seconded, and passed that dues shall be \$25.00 per year, payable to the association immediately.

