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DOCUMENT TITLE(S):

Declaration of Covenants, Conditions and Restrictions

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)

Zone 26 LLC

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

GRANTEE(S):

Zone 26 LLC

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.)

Parcels 3, 4, & 5 - Semiahmoo
Lot Line Adjustment

Additional legal(s) can be found on page 20 of document.

ASSESSOR'S 16-DIGIT PARCEL NUMBER:

4051143235390000

Additional numbers can be found on page _____

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.

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AND AFTER RECORDING RETURN TO:

Trillium Corporation
1329 N. State Street, Suite 201
Bellingham, WA 98225

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(Carnoustie)**

This Declaration is made this 29th day of September, 2008, by Zone 26, LLC, a Washington limited liability company, hereinafter referred to as "**Declarant**." Declarant is the owner of that certain real property consisting of approximately 16.25 acres located in the city of Blaine, Whatcom County, Washington, commonly known as Carnoustie (the "**Property**"), which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and which has been subdivided as shown in the plat of Carnoustie filed under Auditor's File No. 2080903235, records of Whatcom County, Washington (the "**Carnoustie Plat**").

As part of the general scheme of development, Declarant records against title to the Property those certain Declarations of Covenants, Conditions and Restrictions set out below; and further, Declarant intends to submit Carnoustie to that certain Declaration of Covenants, Conditions and Restrictions for Semiahmoo Resort Community. In the event of a conflict between any terms and conditions of this Declaration and the Declaration of Covenants, Conditions and Restrictions for Semiahmoo Resort Community, the Declaration for Semiahmoo Resort Community shall control. It is intended that this Declaration provide additional supplementary terms and conditions applicable specifically and only to the Property.

DECLARANT HEREBY DECLARES that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are imposed for the purpose of protecting the value and desirability of the Property, which shall run with the Property and be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion of the Property, their heirs, successors and assigns, and all third-party beneficiary specifically provided for herein.

**ARTICLE 1
DEFINITION OF TERMS**

Section 1.01 "**Building**" means any building comprising single family or multi-family residential dwelling units constructed on any Parcel.

Section 1.02 "**Carnoustie Association**" means the Carnoustie Homeowners Association, its successors and assigns, whether incorporated under Washington law or not. The Carnoustie Association shall constitute a Neighborhood Association as defined in the Semiahmoo Resort Community Declaration.

Section 1.03 **"Carnoustie Common Areas"** means:

- (a) Tract B;
- (b) the Storm Water System; and
- (c) the utility easements described in Section 3.05 herein.

Section 1.04 **"Carnoustie Entrance Areas"** means the planting, signage, lighting and landscaping areas located at the entrance of Carnoustie on Tracts B, D and G as described in section 3.09 herein and as shown on the sketch attached hereto as Exhibit B.

Section 1.05 **"Common Area"** means all real property within the Property set aside for the common use and enjoyment of the Owners and/or designated as "Common Area" on the Carnoustie Plat, including the Carnoustie Common Areas and the SRA Common Areas.

Section 1.06 **"Declarant"** or **"Grantor"** means Zone 26 LLC, a Washington limited liability company, its successors and assigns.

Section 1.07 **"Declaration"** means this document and any amendments hereto.

Section 1.08 **"Developed Parcel"** means a Parcel on which one or more Buildings have been constructed.

Section 1.09 **"Landscaped Area"** means the landscaped front yard, side yards and rear yard of each Developed Parcel as contemplated in the Semiahmoo Resort Community Declaration and the landscaped area located on Tract B.

Section 1.10 **"Owner"** means the owner, whether one or more persons or entities, of fee simple title to any Unit or Parcel, including Grantor and contract purchasers, but excluding any party holding an interest in the Property as security for the performance of an obligation.

Section 1.11 **"Vegetation Buffer Area"** means the two twenty (20) foot wide strips located on Lots 1 through 11 and Tract G as shown on the Carnoustie Plat and labeled "Native Vegetation Buffer" and "Enhanced Natural Forested Buffer" and as further described in section 3.17 herein.

Section 1.12 **"Parcel"** means each Lot or Tract designed for a single-family dwelling or multi-family dwellings as shown upon the Carnoustie Plat, together with the improvements thereon.

Section 1.13 **"Property"** means the approximately 16.25 acre parcel of land and all improvements now or hereafter placed on the land commonly referred to as "Carnoustie" and more particularly described on Exhibit A attached hereto. The Property shall constitute a Neighborhood as defined in the Semiahmoo Resort Community Declaration.

Section 1.14 **"Semiahmoo Resort Community Declaration"** shall mean the Declaration of Conditions, Covenants and Restrictions for Semiahmoo Resort Community recorded under auditor's file no.1492055.

Section 1.15 **"Semiahmoo Resort Association"** or **"SRA"** means the Semiahmoo Resort Association, Inc., a Washington nonprofit corporation, or its duly authorized agents or representatives.

Section 1.16 **"Semiahmoo Resort Community"** means the land and development located thereon subject to the Semiahmoo Resort Community Declaration.

Section 1.17 **"Setback Sketch"** means the sketches attached hereto as Exhibits C-1, C-2 and C-3.

Section 1.18 **"SRA Common Areas"** means:

(a) road Tract A, park Tract G and open space Tract H, which are or will be held in fee simple by the Semiahmoo Resort Association and all of which are set aside for the common use and enjoyment of the owners in the Semiahmoo Resort Community;

(b) the 5 foot wide private walkway easement area located on Tracts A and B and the 3 foot wide private walkway areas located on Tracts A and G , all approximately located as shown on Exhibit D attached hereto and described in section 3.08;

(c) the 20' fire access and utility easement located on Tract G;

(d) the Carnoustie Entrance Areas ; and

(e) the "Drayton Harbor Gate 2" entrance area and gate located on Tracts A, B and H at the West intersection of Drayton Harbor Road and Wood Duck Way (herein called **"Gate 2"**);

Section 1.19 **"Storm Water System"** means that system of storm water pipes located throughout the Property, typically located within the utility easements in the locations shown dedicated on the Carnoustie Plat, and including the bio-swale detention and treatment facility located on Tract B.

Section 1.20 **"Unit"** means any individual residential dwelling unit located in a Building.

ARTICLE 2 DEVELOPMENT OF CARNOUSTIE

Section 2.01 **Name of Neighborhood.** The name of the neighborhood created on the Property by this Declaration and the Carnoustie Plat is **"Carnoustie."** The number of Units in Carnoustie is sixty-four (64).

Section 2.02 **General Development Plan.** Declarant intends, but is not required, to develop, design and construct a single family residence on each Lot and multi family Buildings on each multi family Parcel in connection with the sale of Parcels to individual purchasers. Each Building constructed by the Declarant on a Parcel shall be subject to the Carnoustie Architectural Controls and the Semiahmoo Resort Community Architectural Standards and Restrictions, each as defined in Section 3.12 below, but the Declarant shall not be required to submit the design for such Buildings to the Architectural Standards Committee for its review and approval nor shall Declarant be required to post any bond or make any deposit in connection with such construction. Declarant reserves the right to sell one or more Parcels to any purchaser without first constructing a Building; provided, however, that following such sale, unless Declarant constructs the Building(s) on such Parcel(s), any subsequent design and construction of a Building on such Parcel will be subject to review and approval of the

Architectural Standards Committee and will require the posting of a bond or the security deposit as required by the Semiahmoo Community Resort Declaration.

Section 2.03 Marketing of Parcels By Declarant. In connection with Declarant's intended plan of development, Declarant reserves the right to construct Buildings on Parcels owned by Declarant to serve as display or model homes, to use Developed Parcels owned by Declarant for sales or management Offices, and to post marketing signs advertising the availability of Parcels and/or Units for purchase on the Parcels owned by the Declarant as well on the Common Areas, including without limitation, the Carnoustie Entrance Areas, as herein defined.

Section 2.04 Maintenance by Carnoustie Association. The Carnoustie Association shall be responsible for maintaining and repairing the Carnoustie Common Areas. Without limiting the generality of the foregoing, the Carnoustie Association will repair and maintain at the expense of the Owners of the Carnoustie Plat (unless otherwise provided herein):

- (a) Tract B which is set aside as open space and utility easement area for the common use and enjoyment of the Owners in the Carnoustie Plat;
- (b) the Storm Water System;
- (c) the utility easements described in Section 3.05 herein;

and, for this purpose, the Carnoustie Association shall either be the record title holder or retain an easement over certain Parcels. The Carnoustie Association will:

- (ii) accept a quit claim deed transferring Tract B into its name in fee simple for the common use and enjoyment of the Owners from time to time of the Carnoustie Plat;
- (iii) retain easements over those Parcels as more particularly described in Article 3 below.

The cost of such maintenance and repair shall be paid out of the maintenance assessments that shall be due from the Owners from time to time of the Carnoustie Plat as provided in Article 5 below.

Section 2.05 Maintenance by SRA. The SRA shall be responsible for maintaining and repairing the SRA Common Areas. Without limiting the generality of the foregoing, the SRA will repair and maintain at the expense of the Owners of the Semiahmoo Resort Community:

- (a) road Tract A, park Tract G and open space Tract H;
- (b) the private walkway easement areas located on Tracts A, B and G shown on Exhibit D and described in section 3.08;
- (c) the 20' fire access and utility easement located on Tract G;
- (d) the Carnoustie Entrance Areas; and
- (e) Gate 2

and, for this purpose, the SRA shall either be the record title holder or be granted an easement over certain Parcels, as more particularly described in Article 3 below. The cost of such

maintenance and repair shall be paid out of the maintenance assessments that shall be due from the Owners from time to time of the Semiahmoo Resort Community as provided in the Semiahmoo Resort Community Declaration.

Section 2.06 Landscaping Maintenance by Carnoustie Association. As described in more detail in Section 4.06 below, the Carnoustie Association, unless it elects to relinquish such responsibility with respect to the Landscaped Areas on each Developed Parcel to the Owner of such Developed Parcel, shall be responsible for maintaining and repairing the landscaping in the Landscaped Area of each Developed Parcel and on Tract B and, for this purpose, shall retain an easement over the front, side and rear yards of each Parcel, as more particularly described in Section 3.10 below. The cost of such landscaping maintenance, as long as it remains the responsibility of the Carnoustie Association, shall be paid out of the maintenance assessments that shall be due from the Owners from time to time as provided in Article 5 below. Carnoustie Association may at any time and from time to time relinquish its responsibility for one or more Parcels at its sole discretion, but such relinquishment shall not diminish the rights of the SRA under section 4.06.

ARTICLE 3 LAND CLASSIFICATIONS, ENCUMBRANCES AND RESTRICTIONS

Section 3.01 Parcels; Establishment. No Parcel, once established and conveyed by Declarant, shall be further subdivided, by partition or otherwise, except that condominiums may be created on the multi-family Parcels to the maximum densities described in section 3.02.

Section 3.02 Maximum Density. The maximum number of Units allowed for each Parcel is as follows:

- a) Tract C - 24 Units;
- b) Tract D - 8 Units;
- c) Tract; E - 4 Units;
- d) Tract F - 10 Units; and
- e) Lots 1-18 - 1 Unit each.

Section 3.03 Residential Purpose. Each Parcel shall be used exclusively for residential purposes limited by all applicable zoning and other ordinances. Each Parcel, and any and all improvements (other than the landscaping on the Landscaped Areas as long as the Carnoustie Association remains responsible for the maintenance therefore) shall be maintained by the Owner in good condition and repair, and in a manner which will not create a fire hazard, become a nuisance, or cause unreasonable disturbance or annoyance to other Owners.

Section 3.04 General Easement. The Semiahmoo Resort Association and the Carnoustie Association or their respective agents shall have the right, without any liability to the Owner, to ingress/egress through any Parcel (other than any portion thereof upon which a structure has been erected) for the purpose of maintaining any and all Common Areas and easements, including, but not limited, to easements for utilities, storm sewer, power, water, telephone service, cable television and gas, owned by the Semiahmoo Resort Association or the Carnoustie Association and for the purpose of enforcing any restrictions contained in this Declaration. Declarant may develop other developments as separate developments, and in connection with such separate development, Declarant may grant such separate development(s) easements and other rights of ingress and egress along existing roads within the Property and easements and other rights to install, operate, maintain and repair utilities within existing utility easement areas in the property, provided the owners of individual lots (other than Declarant) within such separate developments are obligated under the restrictive

covenants governing their separate development(s) to contribute their equitable share of the cost of maintenance, repair and replacement of those roads and utilities used by such separate development(s).

Section 3.05 Utility and Fire Access Easements. Non-exclusive easements are reserved as shown in the Carnoustie Plat for the Carnoustie Association and any and all franchised utilities, including City of Blaine utilities, and their respective successors and assigns, under and upon:

- (a) the exterior ten (10) feet parallel with and adjacent to the street frontage (as determined from the back of the curb);
- (b) twenty (20) foot wide strip parallel with the southeast boundary of Lot 7 and the ten (10) foot wide strips along the north east boundary of Lot 7 and the southwest boundary of Lot 8;
- (c) ten foot (10') wide strips connecting Tract A through Tract C and the two areas within Tract C marked "Storm" and "Sewer" easements on the Carnoustie Plat;
- (d) the fifteen foot (15') utility easement connecting Tract A through Tract F and the twenty foot (20') utility easement within Tract F;
- (e) the 20' fire access and utility easement located on Tract G;
- (f) the entirety of Tract B;

(the precise location of all of which utility easements are more particularly shown in the Carnoustie Plat) in which to install, lay, construct, renew, operate and maintain utilities, facilities and other equipment for the purposes of serving the subdivision and other property, together with the right to enter upon the Parcels at all times for the purposes herein stated.

Section 3.06 Storm Water System Easement. Non-exclusive easements are hereby reserved on the Property for the purpose of installing, maintaining, repairing, replacing or improving the Storm Water System, including a storm water collection, treatment and drainage system located on Tract B for the use by the Carnoustie Association. The easement areas for the Storm Water System are as shown on the Carnoustie Plat. Carnoustie Association also reserves the right, without any liability to the Owner of such Parcels, to ingress/egress over, under and through such portions of the Property as may be necessary for the purpose of installing, maintaining, repairing, improving, and/or replacing the Storm Water System. The Owners of Tract B shall have no right to make any use of, or construct any improvements on, the Storm Water System easement areas that are inconsistent with the operation of the Storm Water System.

Section 3.07 Storm Water System Operation, Maintenance and Repair. The Carnoustie Association shall, at its cost, operate, maintain, and repair the Storm Water System located on the Property. Representatives of the City of Blaine shall have the right to enter and go upon those portions of Tract B as may be necessary for purposes of inspection, and to take actions necessary to verify compliance with Storm Water System operation, maintenance, and repair requirements as outlined in the City approved Storm Water System Operation, Maintenance, and Repair Manual. In the event of a breach of the requirements by the Carnoustie Association, the City will notify the Carnoustie Association in writing of the breach and the Carnoustie Association shall have thirty (30) days after receipt of such notice to undertake actions to correct the conditions constituting the breach. If the Carnoustie Association fails to commence such

corrective action within thirty (30) days, or fails to complete the necessary corrective action, the City may undertake such actions as are necessary to effect such corrective action and the Carnoustie Association will pay all costs to the City for such correction or restoration, including the City's reasonable attorneys' fees. Enforcement shall be at the discretion of the City and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

Section 3.08 Private Walkway Easements. The Semiahmoo Resort Association, the Carnoustie Association and their respective agents shall have non-exclusive easements on Tracts A, B and G over those areas shown on Exhibit D attached hereto for the purposes of a pedestrian walkway. The walkways are approximately five (5) feet wide along Wood Duck Lane and Tract B and approximately three (3) feet wide in all other locations shown.

Section 3.09 Carnoustie Entrance and Gate 2 Easements. The Semiahmoo Resort Association, the Carnoustie Association and their respective agents shall have an exclusive easement over those portions of Tracts B, D and G designated as the Sign and Landscaping Easement as shown on the Carnoustie Map attached hereto as Exhibit B (collectively, the "**Carnoustie Entrance Areas**") and also over Tract H for the purpose of installing, maintaining, repairing, replacing or improving landscaping, signage, lighting and other mechanical systems within the Carnoustie Entrance Areas and within the Gate 2 area and shall reserve the right, without any liability to the Owner of such Lots, to ingress/egress over, under and through such parcels (other than any portion thereof upon which a structure has been erected) for the purpose of installing, maintaining, repairing, improving, and/or replacing the landscaping, signage, lighting and other improvements located within the Carnoustie Entrance Areas and the Gate 2 area. The Owners of Tracts B, D and G shall have no right to place flower beds on or make any other use of the Carnoustie Entrance Areas.

Section 3.10 Landscape Maintenance Easement. The Semiahmoo Resort Association, the Carnoustie Association and their respective agents shall have the right, without any liability to the Owner, to ingress/egress over, under and through any Parcel (other than any portion thereof upon which a structure has been erected) for the purpose of maintaining and repairing the Landscaped Areas located on each Developed Parcel and the irrigation system, if any, serving such Landscaped Areas in accordance with Section 4.06 below (the "**Landscape Maintenance Easement**"). Each Owner shall have the right to use the Landscaped Areas located on its Parcel for any purpose permitted under this Declaration and the Semiahmoo Resort Community Declaration, as long as such use does not damage or impair the landscaping located on its Parcel or the irrigation system, if any, serving such landscaping and does not interfere with the Carnoustie Association's ability to maintain such landscaping and irrigation systems, if any.

Section 3.11 Common Area: Uses, Maintenance and Restrictions. The use and maintenance of any Common Area shall be the responsibility of the Carnoustie Association or the Semiahmoo Resort Association, as determined by the ownership of such Common Area or as specifically provided herein. The rights of use and maintenance responsibilities of SRA Common Areas shall be as described herein and in the Semiahmoo Resort Community Declaration. The rights of use and maintenance responsibilities of those Carnoustie Common Areas shall be as described in this Declaration, provided, the Carnoustie Association shall be authorized to promulgate reasonable rules and regulations affecting all Common Areas so as to ensure the common welfare and safety of the Owners. Such rules and regulations may include, but shall not be limited to the following:

(a) The use of any Common Area shall be subject to access and public and private utility easements from time to time granted, conveyed or reserved by the Declarant or the Carnoustie Association.

(b) Nothing which in any way alters any Common Area from its existing state shall be permitted except as contemplated by this Declaration or approved by Declarant or the Carnoustie Association.

(c) There shall be no use of any Common Area which injures or scars the Common Area or the vegetation, increases the cost of maintenance, or causes unreasonable disturbance or annoyance to Owners in their enjoyment of their Parcels, or in their enjoyment of the Common Area. All use of any Common Area shall be subject to the Carnoustie Association Rules (as defined below) in effect from time to time.

Section 3.12 Architectural Standards and Restrictions. To preserve and enhance the value of all Parcels within the Property, any and all construction of improvements on Parcels by Owners, including any additions or alterations to the exterior of existing structures, shall be subject to the architectural controls described in the Semiahmoo Resort Community Declaration (the "**Semiahmoo Resort Community Architectural Standards and Restrictions**") as well as to the architectural standards and restrictions (the "**Carnoustie Architectural Standards and Restrictions**") that are imposed under this Declaration. The Carnoustie Architectural Standards and Restrictions are intended to supplement the Semiahmoo Resort Community Architectural Standards and Restrictions and are not in any way intended to replace, supersede, or abrogate the Semiahmoo Resort Community Architectural Standards and Restrictions. To the extent a term or condition of the Carnoustie Architectural Standards and Restrictions is more permissive than a term or condition in the Semiahmoo Resort Community Architectural Standards and Restrictions, a conflict shall be deemed to exist and the more restrictive term or condition of the Semiahmoo Resort Community Architectural Standards and Restrictions shall govern. To the extent a term or condition of the Carnoustie Architectural Standards and Restrictions is more restrictive than a term or condition in the Semiahmoo Resort Community Architectural Standards and Restrictions, no conflict shall be deemed to exist, and the more restrictive term or condition of the Carnoustie Architectural Standards and Restrictions shall simply be deemed to supplement the term or condition in the Semiahmoo Resort Community Architectural Standards and Restrictions, and the proposed improvements shall satisfy the requirements of both, which shall mean that the more restrictive controls shall apply. Administration and enforcement of the Semiahmoo Resort Community Architectural Standards and Restrictions shall be in accordance with the procedures outlined in the Semiahmoo Resort Community Declaration. Unless alternative procedures are adopted by amendment to this Declaration, administration and enforcement of the Carnoustie Architectural Standards and Restrictions shall also be made in accordance with the procedures outlined in the Semiahmoo Resort Community Declaration for the Semiahmoo Resort Community Architectural Standards and Restrictions, including, for example, submittal of all plans for approval to the Architectural Standards Committee of the Semiahmoo Resort Community, prior to commencement of any construction on a Parcel by an Owner. Owners are encouraged to arrange a pre-design conference with the Architectural Standards Committee and their designer prior to commencing design of any improvements on their Parcels. Notwithstanding anything to the contrary herein, in connection with any construction performed on any Parcel by Declarant, Declarant shall not be required to submit any plans for such construction for review and approval by the Architectural Standards Committee of the Semiahmoo Resort Community, by the Carnoustie Association or pursuant to any alternative procedures adopted by amendment to this Declaration, but any such construction by Declarant shall comply with the Semiahmoo Resort

Community Architectural Standards and Restrictions and the Carnoustie Architectural Standards and Restrictions set forth herein.

Section 3.13 Definitions for Carnoustie Architectural Standards and Restrictions. In interpreting the Carnoustie Architectural Standards and Restrictions, the following definitions shall apply:

(a) **"Average Adjacent Natural Grade"** shall be determined for each individual Parcel from a topographical map prepared by a licensed surveyor and calculated in the manner provided for in the "Guidelines and Standards for Home Construction" published from time to time by the Semiahmoo Resort Association architectural standards committee.

(b) **"Building Height (Single family)"** means the vertical distance between the highest point of the structure (excluding chimneys) and the Average Adjacent Natural Grade on the single family residential lots. Currently, the maximum Building Height (Single Family) is 35'.

(c) **"Building Height (Multi family)"** means the vertical distance between the highest point of the structure (excluding chimneys) and the Average Adjacent Natural Grade on the multi family Parcels (Tracts C, D, E and F) as shown on Exhibit E attached hereto.

(d) **"Building Setback"** means the shortest distance as measured horizontally between (i) the applicable Parcel boundary line, and (ii) the exposed vertical plane of the building structure including roof overhangs, that is nearest to such applicable Parcel boundary or other defined line. The Building Setback areas are shown on the setback sketches attached hereto as Exhibits C-1, C-2, and C-3.

(d) **"Front Yard"** typically means the open area on a Parcel extending the width of the Parcel and lying between the Parcel boundary line adjacent to the road providing access to the garage on the Parcel (the **"Front Parcel Line"**).

(e) **"Rear Yard"** typically means the open area on a Parcel extending the width of the Parcel and lying between that Parcel boundary line directly opposite to the Front Parcel Line (the **"Rear Parcel Line"**) and the principal structure of the Parcel.

(f) **"Side Yard"** means any open area on a Parcel between the Parcel boundary line and the principal structure on a Parcel that do not qualify as either the Front Yard or the Rear Yard.

Section 3.14 No Improvements within Building Setbacks. No improvements or structures, other than sidewalks, driveways, landscaping, mailboxes and retaining walls approved by the Architectural Standards Committee, may be constructed within Building Setbacks. As described above, Building Setbacks are established for the front yard, side yards and rear yard of each Parcel as shown on the setback sketches attached hereto as Exhibits C-1, C-2, and C-3. Any conflict between the setbacks depicted in Exhibits C-1, C-2, and C-3 and any setback requirements or standards set forth in the Semiahmoo Resort Community Declaration Architectural Standards and Restrictions, the Master Plan for Resort Semiahmoo or other City of Blaine regulations from time to time, the applicable setbacks depicted in Exhibits C-1, C-2, and C-3 shall govern.

Section 3.15 Adherence to Approved Plans. Once a design or plan has been submitted to and approved by the Architectural Standards Committee, the Owner shall strictly adhere to such approved design or plan (unless amended by change order approved by the Architectural

Standards Committee) and all construction, landscaping and use of the Parcel shall strictly conform with the approved design or plan.

Section 3.16 Additional Use Restrictions. In addition to the restrictions set forth elsewhere in this Declaration and in the Semiahmoo Resort Community Declaration, each Owner shall be bound by the following restrictions and obligations:

(a) Without the written consent of the Carnoustie Association, no blinds, draperies, under-draperies, or drapery line that is visible from the exterior of a residence or any structure shall be any color other than white, off-white or a neutral shade;

(b) Each Owner shall maintain the exterior of the residence and other improvements on its Parcel in good condition and repair, which obligation, shall include without limitation, periodic repainting and the prompt replacement of all broken windows and exterior doors;

(c) No accessory buildings will be allowed;

(d) Satellite dishes are to be as small as possible and located in an unobtrusive location.

Section 3.17. Preservation of Vegetative Buffer. Except as provided below no Owner and no Neighborhood Association, including the Carnoustie Association, may remove or disturb any trees or other vegetation within the first 20' of the Vegetative Buffer (identified on the Carnoustie Plat as the "**Native Vegetation Buffer**"), unless such tree(s) or vegetation pose a hazard or are a harmful element. A hazard tree is defined as a dead or dying tree in danger of ultimately falling on a structure, private property, road or trail, or as further determined by a licensed arborist who recommends the removal of a tree as posing a potential hazard. Examples of harmful elements would be nettles or blackberries. Removal of a tree(s) or harmful elements will be permitted upon submittal and approval by the Architectural Standards Committee of a re-vegetation plan which includes indigenous trees and evergreen plants. The innermost twenty (20) feet (identified on the Carnoustie Plat as the "**Enhanced Natural Forested Buffer**") will remain vegetated with existing natural vegetation and such vegetation may be enhanced by an Owner with the approval of the SRA using additional indigenous trees and evergreen plants to create a natural forested appearance and provide a visual and sound buffer. In addition, the 50 foot building setback area shown on Tract B and the 90 foot building setback area shown on Tract D on the Carnoustie Plat will be treated as a "native vegetation area" to the greatest degree possible. Each Owner shall comply with the Landscape Guidelines and Standards as found in the Semiahmoo Resort Association Guidelines and Standards for Home Construction as it relates to the Owner's Parcels and/or Units.

Section 3.18 Impervious. Total land coverage by residential buildings (including land covered by eaves and overhangs) shall be as described in Exhibit F attached hereto.

Section 3.19 Roof Infiltration Trenches. Roof infiltration trenches located on Lot 7 will be designed by a licensed engineer and be approved by the City of Blaine prior to construction.

Section 3.20 Height Restrictions (Single family) No improvements or structures on any single family Parcel may exceed the lesser of the Building Height (Single family) or the more stringent requirements or standards set forth in the Master Plan for Resort Semiahmoo or other City of Blaine regulations as may be amended from time to time.

Section 3.21 Height Restrictions (Multi-Family) No improvements or structures on any multi-family Parcel (Tracts C, D, E and F) may exceed the Building Height (Multi-Family) shown on the maximum height sketch attached hereto as Exhibit E. Any conflict between the height restrictions depicted in Exhibit E and any height requirements or standards set forth in the Semiahmoo Resort Community Declaration Architectural Standards and Restrictions, the Master Plan for Resort Semiahmoo or other City of Blaine regulations as may be amended from time to time, the height restrictions depicted in Exhibit E will govern.

Section 3.22 Driveway and Garage Access for Multifamily Tracts. Driveway and garage access for Tract C will be from Wood Duck Lane. Driveway and garage access for Tracts D & E will be from Wood Duck Way. Driveway and garage Access for Tract F will be from Wood Duck Loop.

ARTICLE 4 CARNOUSTIE ASSOCIATION

Section 4.01 Organization.

(a) Declarant shall initially control the Carnoustie Association, as provided in Section 4.03 below. Declarant may cause the Carnoustie Association to become a Washington non-profit corporation by filing Articles of Incorporation with the Office of Secretary of State and adoption of Bylaws consistent with the terms and conditions of this Declaration. The affairs of the Carnoustie Association shall be governed by the Articles and Bylaws, and it shall have the rights and duties set forth in the Articles and Bylaws.

(b) If the Carnoustie Association for any reason is dissolved as a corporate entity, a non-profit, unincorporated association consisting of all Owners shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Carnoustie Association. The unincorporated association shall be known as Carnoustie Homeowners Association and its affairs shall be governed by the laws of the state of Washington and, to the extent not inconsistent, by the Articles and Bylaws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated association. As referred to herein, the term "Carnoustie Association" shall include the unincorporated association set forth in this subparagraph.

Section 4.02 Membership. Each Owner, including Declarant until Declarant turns over control to the Owners as provided in Section 4.03 herein, shall have one membership and one vote in the Carnoustie Association for each Parcel that such Owner owns. If the Owner of one or more Parcel consists of more than one entity or person, such Owner shall still have only one membership and one vote in the Carnoustie Association for each Parcel that such Owner owns, and all entities or persons constituting such Owner shall designate one thereof to represent such Owner, and the vote of such representative shall be deemed to be for and binding on all entities or persons constituting the Owner. If no such representative has been unanimously designated by all entities or persons constituting the Owner, such Owner shall have no vote in the Carnoustie Association until such a representative has been so designated.

Section 4.03 Declarant Control. The Declarant shall initially control the Carnoustie Association by appointing all of the directors to serve on the Board of Directors of the Carnoustie Association, and such Board of Directors shall be fully authorized to exercise the powers of the Carnoustie Association until such time as all of the Parcels within the Property have been sold by Declarant, Declarant turns over such control to the Owners as provided below, or the expiration of fifteen (15) years after the date of final approval of the Carnoustie

Plat, whichever occurs sooner. Should the Declarant elect to turn over control of the Carnoustie Association before the expiration of such fifteen (15) year period, the Declarant shall provide notice to each record owner within the Property, which notice shall provide thirty (30) days prior notice of a meeting of the Carnoustie Association for the purpose of election of new directors and appointment of new officers all as provided in the Articles and Bylaws. Notwithstanding anything contained herein to the contrary, Declarant shall have the right at any time to turn over control of the Carnoustie Association to the Owners for the limited purpose of matters relating only to ministerial administration of the Property, retaining to itself any and all decisions which in Declarant's reasonable judgment affect development or marketing of Parcels within the Property. Examples of matters relating only to ministerial administration may be levying and collection of assessments, election of directors, amendment of Carnoustie Association Rules, etc. Examples of matters which may affect development or marketing of parcels within the Property would be maintenance and upkeep of the Common Areas and Landscaped Areas, amendments to this Declaration, revisions to access roads within the Property, capital improvements to the Property, etc. until such time as full control of the Carnoustie Association has been turned over to the Owners, Declarant shall retain the authority to veto any decision of the Carnoustie Association which, in Declarant's reasonable judgment has a material adverse impact on the Property or the development or marketing of those Parcels still owned by Declarant.

Section 4.04 Carnoustie Association Rules.

(a) The Carnoustie Association may, from time to time adopt, amend, and repeal rules and regulations, to be known as the "Carnoustie Association Rules" governing:

(i) architectural controls and use restrictions, including but not limited to those described in Sections 3.12 through 3.21 herein, provided such rules are consistent with local zoning and land use regulations, and with the architectural controls described in Article X of the Semiahmoo Resort Community Declaration;

(ii) the use of the Common Area and recreational facilities owned by the Carnoustie Association, if any;

(iii) the burning of open fires;

(iv) the keeping and maintenance of animals; and

(v) any other matters which affect the Owners and are not inconsistent with the terms hereof or the terms of the Semiahmoo Resort Community Declaration.

(b) The Carnoustie Association Rules may not arbitrarily discriminate among the Owners or preclude Declarant from developing and marketing the Parcels owned by Declarant in accordance with Semiahmoo Resort Community Architectural Controls and the Carnoustie Architectural Controls.

(c) Copies of the Carnoustie Association Rules, as from time to time amended, certified by the Secretary or any Assistant Secretary of the Carnoustie Association, shall be delivered to each Owner.

Section 4.05 Maintenance of Common Areas. The Carnoustie Association shall be solely responsible for the maintenance and repair of any Carnoustie Common Area and shall keep

such Common Area in good condition and repair. The costs and expense of such maintenance and repairs shall be paid in accordance with Article 5 below.

Section 4.06 Maintenance of Landscaped Areas and Carnoustie Entrance Areas.

(a) **Responsibility for Maintenance and Cost of Landscaped Areas.** Except as otherwise provided herein, the Carnoustie Association shall be solely responsible for the maintenance of the Landscaped Areas and shall keep the Landscaped Areas in good condition and repair. The costs and expense of such maintenance and repairs shall be paid in accordance with Article 5 below. In calculating the cost and expense of such maintenance and repairs of the Landscaped Areas, the Carnoustie Association, or Declarant if, it is acting as the maintenance manager for the Carnoustie Association, shall be entitled to include and collect a management fee equal to ten (10%) percent of the cost and expenses incurred in maintaining and repairing the Landscaped Areas. At its sole discretion, the Carnoustie Association at any time may elect to relinquish all responsibility for the maintenance and repair of the Landscaped Areas on all Parcels to the respective Owners of each such Parcels. Such a relinquishment of responsibility shall become effective thirty (30) days after the Carnoustie Association provides written notice to each Owner of its election to relinquish such responsibility. As of the effective date of relinquishment of such responsibility, (i) the Carnoustie Association shall have no further responsibility for the maintenance or repair of any of the Landscaped Areas, (ii) each Owner shall be responsible for the maintenance and repair of the Landscaped Areas located on its Parcel, and (iii) Sections 2.06 and 3.06 of this Declaration shall terminate and shall have no further force or effect.

(b) **Responsibility for Maintenance and Cost of Carnoustie Entrance Areas.** The SRA shall be solely responsible for the maintenance of the Carnoustie Entrance Areas, and shall keep the Carnoustie Entrance Areas in good condition and repair. The costs and expense of such maintenance and repairs shall be paid in accordance with provisions set forth in the Semiahmoo Resort Community Declaration in the same manner as other Common Areas as defined therein. In calculating the cost and expense of such maintenance and repairs of the Carnoustie Entrance Areas, the SRA, or Declarant if, it is acting as the maintenance manager for the SRA, shall be entitled to include and collect a management fee equal to ten (10%) percent of the cost and expenses incurred in maintaining and repairing the Carnoustie Entrance Areas.

(c) **Indemnification of Owners.** The Carnoustie Association shall defend, indemnify and hold each Owner harmless from any claims, loss, damages, liabilities or costs (other than the obligation to pay assessment and special assessments in accordance with Article 5 below) arising in connection with the Carnoustie Association's performance of its maintenance and repair obligations on the Landscaped Areas and Carnoustie Entrance Areas located on such Owner's Parcel.

(d) **Owner's Responsibility for Damage.** To the extent any Owner causes any damage or loss to the landscaping, irrigation system or other improvements on the Landscaped Areas or the Carnoustie Entrance Areas or by its acts or omissions increases the costs and expenses to maintain the Landscaped Areas or the Carnoustie Entrance Areas, the Carnoustie Association shall be entitled to recover the cost or expense of repairing such loss or damage or such increased maintenance costs from such Owner as a special assessment.

(e) **Responsibility for Landscaping Installation.** In connection with the construction of any Building, the Owner of the Parcel shall be responsible, at its sole cost and expense, to landscape the Landscaped Areas in a manner consistent with the landscaping of the

Landscaped Areas of the other Developed Parcels (including the irrigation system, if any), and the landscaping plan and the firm retained to perform the landscaping work will be subject to the prior review and written approval of the Semiahmoo Resort Association Architectural Standards Committee. If an Owner fails to perform its obligations for installation (in connection with construction of a residence on its Parcel) or maintenance with respect to landscaping located on its Parcel within twenty (20) days following receipt of a written demand from the SRA, the SRA may, at its sole discretion and at such Owner's sole cost and expense, either perform such maintenance obligations or remove the landscaping and re-landscape the area to match the landscaping existing in the balance of the Landscaped Areas. All such maintenance or re-landscaping costs incurred by the SRA in connection with any landscaping located on an Owner's Parcel shall constitute a special assessment that the SRA may levy against that Owner.

Section 4.07 Liability. No member of the Board of Directors shall be personally liable to any Owner, guest, or to any other person, including Grantor, for any error or omission of the Carnoustie Association, its representatives and employees; provided, however, that such member has acted in good faith in light of the actual knowledge possessed by him or her.

Section 4.08 Insurance. The Carnoustie Association shall have the right, but not the Obligation, to procure and maintain one or more of the following types of insurance policies:

- (a) property insurance;
- (b) commercial general liability insurance;
- (c) worker's compensation insurance to the extent required by applicable laws;
- (d) directors and officers liability insurance; and
- (e) such other insurance as the Carnoustie Association deems advisable.

All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects and authorized to do business in the state of Washington. The costs and expense of such insurance shall be paid in accordance with Article 5 below.

ARTICLE 5 FUNDS AND ASSESSMENTS

Section 5.01 Operating Fund. There shall be an operating fund, into which the Carnoustie Association shall deposit all monies received by it from any source and from which the Carnoustie Association shall make disbursements in performing its functions.

Section 5.02 Maintenance Assessments.

(a) Thirty (30) days prior to the commencement of each fiscal year, the Carnoustie Association shall estimate the costs and expenses, if any, to be incurred by the Carnoustie Association during the succeeding fiscal year in performing its functions (including a reasonable provision for contingencies and replacements). The Carnoustie Association shall subtract from the estimate the anticipated balance in the operating fund at the start of the fiscal year which is attributable to maintenance assessments and the estimated receipts for all use fees to be collected from licenses during the next fiscal year.

(b) The net estimate determined pursuant to paragraph (a) above shall be assessed to the Owners as a maintenance assessment. Each Owner will be responsible for an equal

share of such maintenance assessment, calculated using the total budget as the numerator and the total number of permitted Units in the project as the denominator.

(c) If at any time during any fiscal year the maintenance assessment proves inadequate for any reason, including nonpayment of any Owner's share, the Carnoustie Association may levy an additional assessment in the amount of the inadequacy, which shall be assessed to the Owners in the manner set forth in paragraph (b) above.

(d) Maintenance assessments may be made for maintenance, repair, upkeep and replacement of facilities and equipment, and for current services and operations performed by or on behalf of the Carnoustie Association. No expenditure in excess of Three Thousand Dollars (\$3,000) for capital improvements or capital equipment shall be funded through maintenance assessments during any fiscal year. Provided, however, that nothing shall prevent reconstruction or replacement of existing common facilities through use of maintenance assessments, whether directly or through creation of appropriate reserves.

Section 5.03 Capital Improvement Assessments. In addition to the annual maintenance assessments, the Carnoustie Association may levy a capital improvement assessment for the purpose of defraying the cost of constructing any capital improvement, any recreational facility, or of acquiring any fixtures, equipment or personal property of a capital nature, not otherwise to be funded through maintenance assessments, or for the purpose of establishing reserves therefore. Such assessment must have the vote or written consent of Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the membership of the Carnoustie Association. Each Parcel shall be assessed its pro rata share of any capital improvement assessment in the same manner as for maintenance assessments.

Section 5.04 Special Assessments. The Carnoustie Association may levy a special Assessment against any Owner whose acts caused monies to be expended from the operating fund by the Carnoustie Association in performing its functions under this Declaration or the Carnoustie Association Rules. The special assessment shall be in the amount expended together with any consequential costs, and shall be immediately due and payable to the Carnoustie Association when levied.

Section 5.05 Default in Payments of Assessments.

(a) Each assessment provided for herein shall be a separate, distinct and personal debt and obligation of the Owner of the Parcel or Units (if a Building is constructed on a Parcel) against which it is assessed. Each Owner, by acceptance of a deed or other conveyance of a Parcel or Unit (as the case may be) is deemed to covenant and agree to pay the Carnoustie Association annual and special assessments, including any fines or late fees provided herein. Such amounts shall constitute an equitable charge and continuing lien upon each Parcel/Unit, the Owner of which is responsible for payment. If the Owner does not pay the assessment or any installment when due, the Owner shall be in default, and the amount of the assessment not paid, together with the amount of any Subsequent default, plus interest at fifteen percent (15%) per annum, or the highest rate permitted by law, whichever is lower, and costs, expenses and reasonable attorneys' fees incurred by the Carnoustie Association with or without suit, shall immediately be due and payable. The continuing lien shall be subject and subordinate to the lien of any mortgage upon the Parcel or Unit of the Owner which is made in good faith and for value and is recorded prior to the recordation of a notice of default. The Carnoustie Association may record a notice of default, and may commence proceedings to enforce the lien within three (3) months following recordation. The foregoing remedy shall be in addition to any other remedies provided at law or hereunder.

(b) The Carnoustie Association shall execute and acknowledge a certificate stating the indebtedness and default, if any, secured by the continuing lien upon any Parcel/Unit and the certificate shall be conclusive upon the Carnoustie Association and the Owners, in favor of all persons who rely in good faith on the certificate, as to the amount of indebtedness on the date of the certificate. The Carnoustie Association shall furnish a copy of the certificate to any Owner upon request at a reasonable fee.

Section 5.06 Joint and Several Liability. Each entity or person holding an interest in any Owner shall be jointly and severally liable for all obligations of such Owner hereunder.

ARTICLE 6 MISCELLANEOUS

Section 6.01 Obligations of Owners: Avoidance; Termination.

(a) No Owner, through his or her non-use of any Common Area or recreational facility owned by Carnoustie Association, or by abandonment or consolidation of two or more Parcels, may avoid or diminish the burdens or obligations imposed by this Declaration.

(b) After conveyance of a Parcel to a new Owner, the Owner transferring the Parcel shall not be liable for any assessments levied after the date of conveyance.

Section 6.02 Division or Consolidation of Parcels. Any division of any Parcel, modification of Parcel boundaries or consolidation of two or more Parcels shall be subject to the terms of this Declaration. The lease of less than all of a Parcel shall be considered a division for purposes of this Section.

Section 6.03 Term of Declaration. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the land subject to this Declaration, in perpetuity from the date this Declaration is recorded; provided that the Declaration may be amended from time to time as provided below.

Section 6.04 Amendments. This Declaration may be amended at any time by a duly recorded amendment executed by the Owners of not less than two-thirds of the Units then subject to this Declaration, unless a greater percentage is required at law; provided, however, no amendment shall be made to this Declaration without the written consent of Declarant until control of the Carnoustie Association has been turned over to the Owners as provided in Section 4.03 above.

Section 6.05 Discipline; Suspension of Rights. The Carnoustie Association may suspend voting rights and the right of any Owner to use any Common Area or any recreational facilities owned by the Carnoustie Association for any period during which any assessment against his Parcel remains unpaid. In addition, these rights may be suspended for thirty (30) days following any breach of this Declaration or of the published Carnoustie Association Rules, provided that if such breach is ongoing, the suspension may be extended to thirty (30) days after the breach is cured or ceases to be ongoing. Suspension shall be imposed only after notice to the Owner and hearing by the Board of Directors of the Carnoustie Association. The foregoing are in addition to any other rights or remedies available to the Carnoustie Association either at law or hereunder.

Section 6.06 Enforcement. The Carnoustie Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Carnoustie Association or of any Owner to enforce any covenant or restriction contained in this Declaration shall not be deemed a waiver of any later rights.

Section 6.07 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall not effect any other provision, and the remainder of the Declaration shall remain in full force and effect.

Section 6.08 **Notices; Documents; Delivery.** Any notice or other document permitted or required by this Declaration to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United states mail, postage prepaid, addressed as follows: if to Declarant, or as the case may be, Carnoustie Association, c/o Zone 26 LLC, 4350 Cordata Parkway, Bellingham, WA 98226; if to the Semiahmoo Resort Association, 9550 Semiahmoo Parkway, Blaine, WA 98230; if to an Owner, then to any Parcel/Unit within the Property owned by such Owner; provided, however, that any such address may be changed from time to time by any Owner, or by Declarant by notice in writing, delivered to the Carnoustie Association, or by the Carnoustie Association, by notice in writing delivered to all Owners.

DATED as of the day and year first above written.

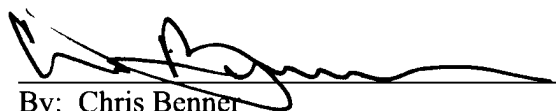
DECLARANT:

ZONE 26, LLC,
a Washington limited liability company

By: Semiahmoo Company, a Washington
general partnership
Its: Sole Member

By: Birch Point Partners, Ltd., a Washington
limited partnership
Its: Managing General Partner

By: Trillium Corporation, a Washington
corporation
Its: General Partner

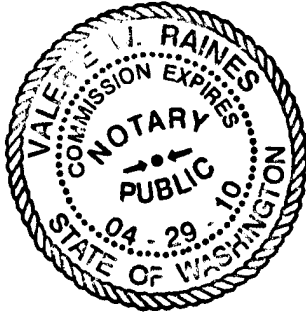

By: Chris Benner
Its: Vice President, Real Estate/Development

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

I certify that I know or have satisfactory evidence that CHRIS BENNER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Vice-President, Real Estate/Development of TRILLIUM CORPORTION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25th day of September, 2008.

(SEAL/STAMP)



Valerie W. Raines
NOTARY PUBLIC
Printed Name: Valerie W. Raines
My Commission Expires: 042910

The Semiahmoo Resort Association, Inc. hereby accepts the rights, benefits, obligations and enforcement rights contained herein, including the provisions contained in Sections 1.17, 2.05, 3.04, 3.08 to 3.11, 3.14 and 4.06(b) herein.

SEMAHMOO RESORT ASSOCIATION, INC.
a Washington corporation

Paul R. Barlow

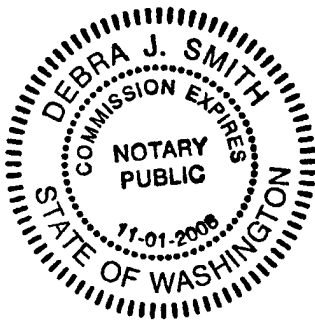
By:
Its

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Paul Barlow is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the President [title] of SEMIAHMOO RESORT ASSOCIATION, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19 day of August, 2008.

(SEAL/STAMP)



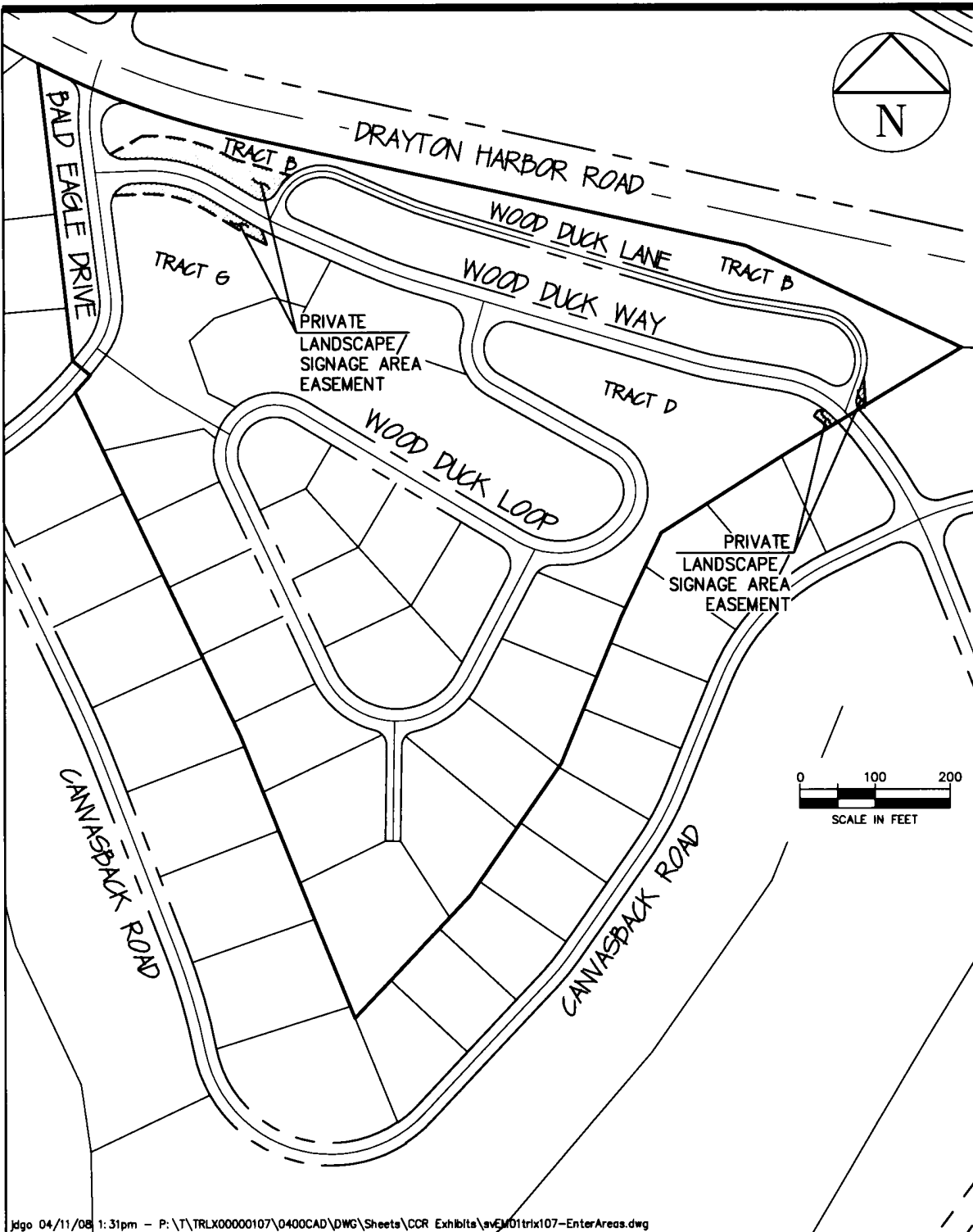
Debra J. Smith
NOTARY PUBLIC
Printed Name: Debra J. Smith
My Commission Expires: 11-01-08

EXHIBIT "A"

LEGAL DESCRIPTION

PARCELS 3, 4 AND 5, AS DELINEATED ON SEMIAHMOO LOT LINE
ADJUSTMENT, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER
AUDITOR'S FILE NO. 2031000016, RECORDS OF WHATCOM COUNTY,
WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



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EXHIBIT B

DATE: 3-19-08 DESIGN:
FILE: TRLX0107 / svEM01-EnterAreas DRAWN: JGO

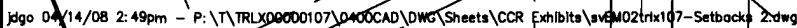


**DAVID EVANS
AND ASSOCIATES INC.**
118 Grand Avenue, Suite D
Bellingham, Washington 98225
Phone: 360.847.7151

CARNOUSTIE - SEMIAHMOO ENTRANCE AREAS EXHIBIT MAP



**CARNOUSTIE - SEMIAHMOO
LOT SETBACK AREAS
EXHIBIT MAP**



DATE: 4-11-08 DESIGN:
FILE: TRLX0107 / svEM02-Setbacks 2 DRAWN: JDGO



**CARNOUSTIE - SEMIAHMOO
LOTS 12, 15 & 16 BUILDING
SETBACK AREAS EXHIBIT MAP**

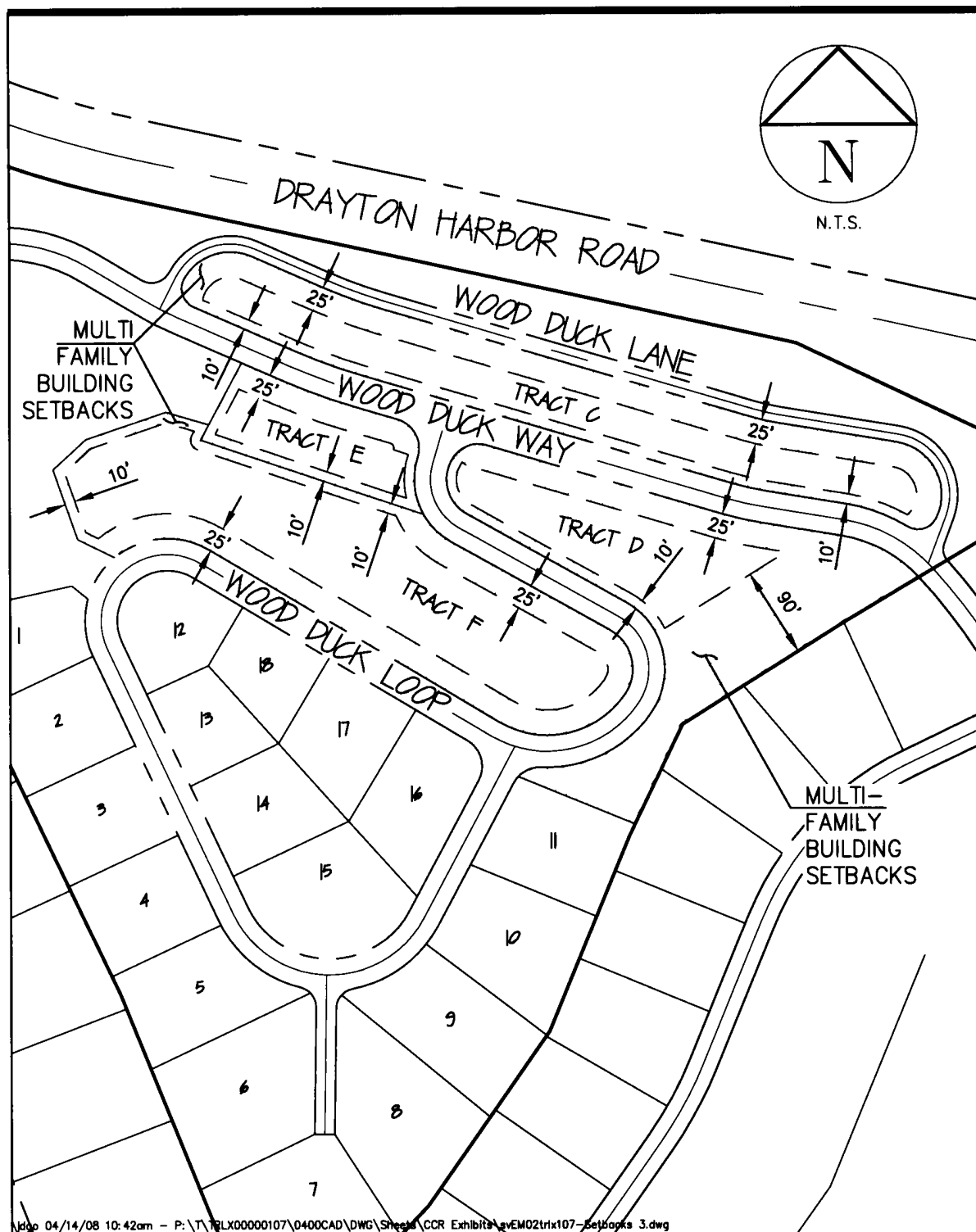


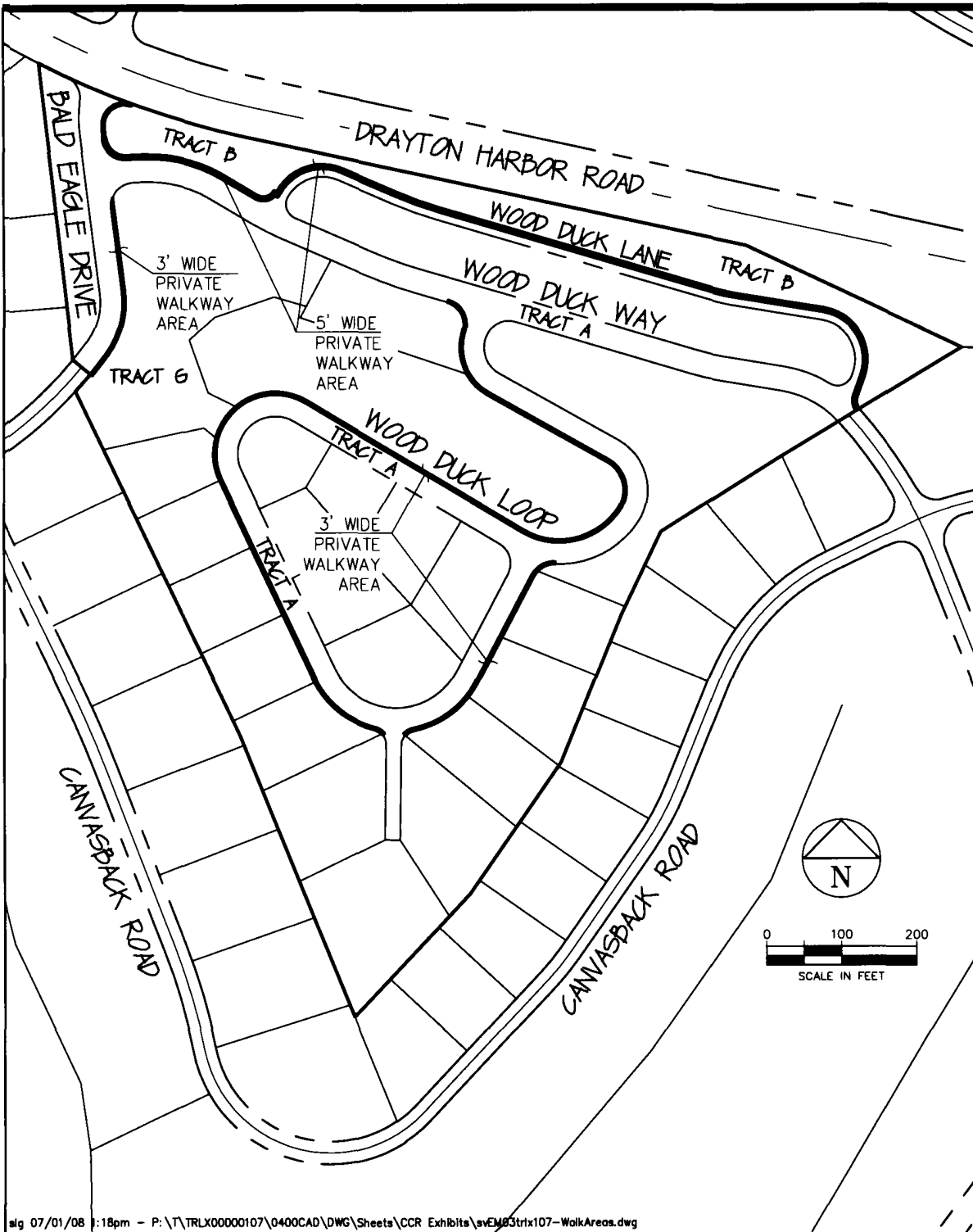
EXHIBIT C-3

DATE: 4-14-08 DESIGN:
FILE: TRLX0107 / svEM02-Setbacks 3 DRAWN: JDGO



**DAVID EVANS
AND ASSOCIATES INC.**
119 Grand Avenue, Suite D
Bellingham, Washington 98225
Phone: 360.847.7151

CARNOUSTIE - SEMIAHMOO MULTI-FAMILY SETBACKS EXHIBIT MAP



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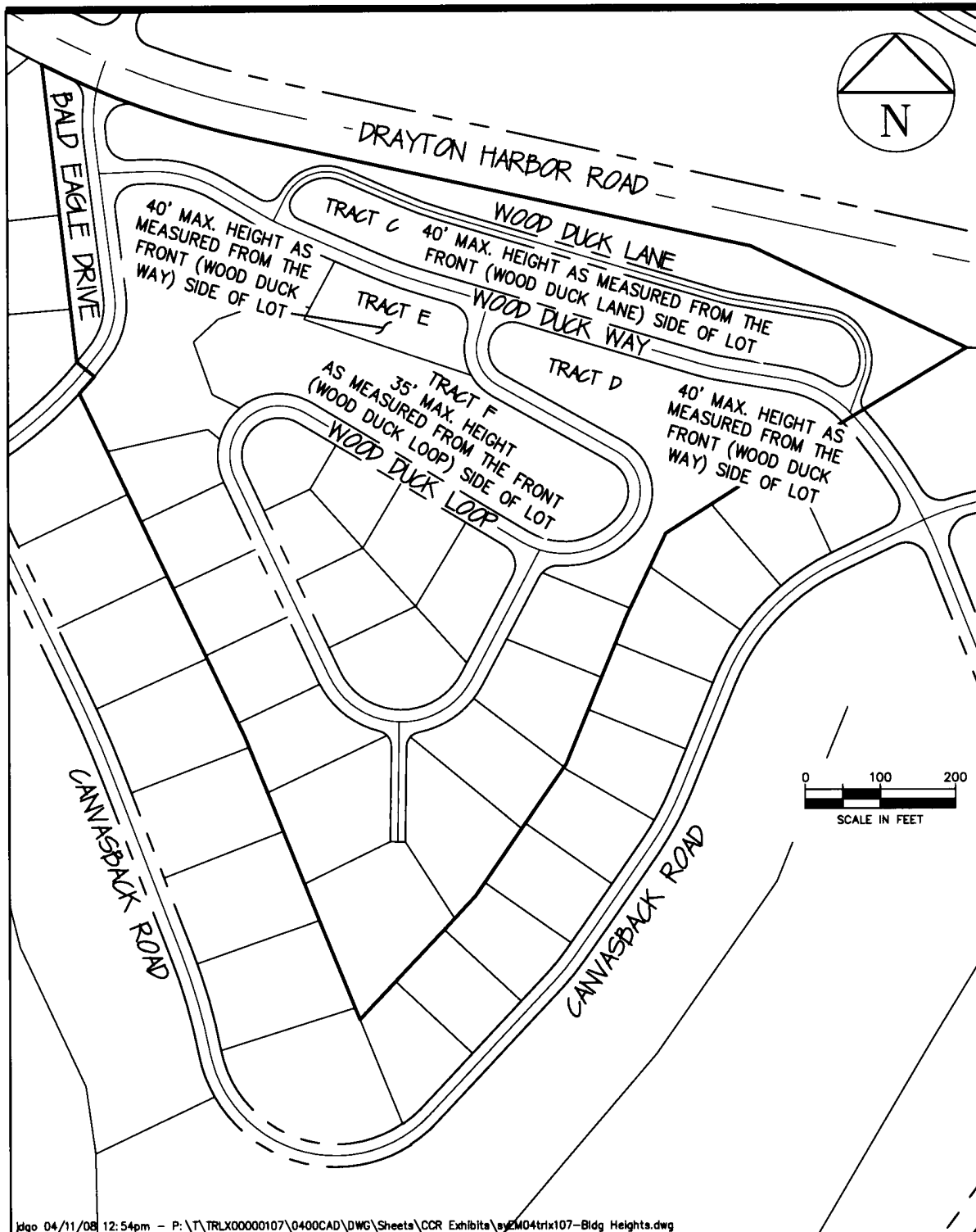
EXHIBIT D

DATE: 3-24-08 DESIGN:
FILE: TRLX0107 / svEM03-WalkAreas DRAWN: JDO



**DAVID EVANS
AND ASSOCIATES INC.**
118 Grand Avenue, Suite D
Bellingham, Washington 98225
Phone: 360.847.7151

CARNOUSTIE - SEMIAHMOO WALKWAY AREAS EXHIBIT MAP



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EXHIBIT E

DATE: 3-25-08
 FILE: TRLX0107 / svEM04-Bldg Heights
 DESIGN: DRAWN: JDGO



**DAVID EVANS
 AND ASSOCIATES INC.**
 118 Grand Avenue, Suite D
 Bellingham, WA 98225
 Phone: 360.677.7151

**CARNOUSTIE - SEMIAHMOO
 MULTI-FAMILY HEIGHT
 RESTRICTIONS EXHIBIT MAP**

EXHIBIT "F"
Carnoustie Tract Area and Impervious Calculations

| Tract | Impervious Area (sf) | Total Area (sf) | Impervious % |
|---------------------------|-----------------------------|------------------------|---------------------|
| Tract C | 29202 | 53424 | 54.7% |
| Tract D | 9220 | 60337 | 15.3% |
| Tract E | 4610 | 16771 | 27.5% |
| Tract F | 24760 | 72446 | 34.2% |
| Total Multi Family | 67792 | 202978 | 33.4% |

See Section 3.18