

AFTER RECORDING RETURN TO:  
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Document Title:	First Amendment to Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates
AF# of Affected Document:	1241878
Grantor/Grantee:	Bay Ridge Community Club
Legal Description:	S ½, NW ¼, Section 23, T40N, R1W; Lots 1 through 85, Plat of Bay Ridge Estates, Division No. 1, according to the Plat thereof, recorded in Volume 14 of Plats, pages 14 through 16, inclusive, records of Whatcom County, Washington. Situate in Whatcom County, Washington

**FIRST AMENDMENT TO DECLARATION OF RIGHTS, RESERVATIONS,  
RESTRICTIONS AND COVENANTS OF BAY RIDGE ESTATES**

**GENERAL PURPOSE: CLARIFY AND AMEND RESTRICTIONS**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by Bay Ridge Community Club, a Washington Nonprofit Corporation (the "Association").

**WITNESSETH THAT:**

WHEREAS, certain governing documents establishing Bay Ridge Community Club were recorded among the land records of Whatcom County, Washington. The Declaration of Rights, Reservations, Restrictions and Covenants (the "CC&Rs") were recorded at Auditor's File No. 1241876 along with a Plat Map, which was contemporaneously recorded at Auditor's File No. 1241877.

WHEREAS, pursuant to Section 13 of the CC&Rs, the Declaration may be amended by a written consent of 66 ⅔% of the votes in the Association.

WHEREAS, the Association desires to clarify and amend certain restrictions contained within the CC&Rs in an effort to maintain the desirability and value of the community.

NOW, THEREFORE, pursuant to and in compliance with Section 13 of the CC&Rs, the Association hereby amends various Sections of the Declaration as hereinafter specified:

1. Section 6(a) of the CC&Rs are hereby replaced in its entirety as follows:

Residential Use. Lots shall be used primarily for single family residential purposes. Portions of a dwelling may also be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority with jurisdiction, and so long as such use does not generate any appreciable levels of traffic, bulk shipping or receiving, or create noise, odors, vibration or other unreasonable disturbance to other lawful occupants.

Commercial Uses Restricted. Other than any commercial uses authorized above, there shall be no commercial uses permitted within lots or in the common areas.

Off-street Parking Limitations. The streets located within the community are private roads. Off-street parking is permitted subject to Rules and Regulations adopted by the Board. Partially wrecked, discarded, inoperable and unlicensed vehicles or vehicles which are in a state of disrepair shall not be parked on the street. Such vehicles may be towed at the owner's expense upon reasonable notice. "Reasonable Notice" includes, but is not limited to, posting a notice on the vehicle 24 hours prior to towing.

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2. Section 6(d) is hereby replaced in its entirety as follows:

Garbage. No owners 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 lot within the community, except in appropriate covered trash receptacles.

Lot Maintenance. Each owner shall regularly mow, weed, and trim their lawn as necessary to keep such owner's lot neat and orderly in

appearance.

Nuisance. No lot owner shall cause or permit any noxious or odorous conditions to exist on their lot.

Unsightly Conditions. No lot owner shall cause or permit nor maintain any tangible objects which are unsightly in appearance, on any lot within the community.

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EXCEPT as modified by this Amendment, all of the terms and provisions of the CC&Rs are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above, by its President, who hereby certifies, pursuant to Section 13 of the CC&Rs that this Amendment was properly adopted.

BAY RIDGE COMMUNITY CLUB,  
A Washington non-profit corporation

By \_\_\_\_\_  
Its: President

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF WHATCOM     )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_, to me known to be the President of the Bay Ridge Community Club, who executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_