

RECORDED
JUN 29 1996
REGISTERED

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS

Glacierview Subdivision Division II

DECLARATION OF COVENANTS:

The undersigned owners of the following described real property do hereby adopt the following covenants, conditions and restrictions for the Plat of 1) Glacierview Long Plat Division II.

Lots 33 to 57 inclusive of Glacierview Division II
A portion of the southeast quarter of the southeast quarter of Section 18 Township 39 North Range 2 East West Meridian

Situate in the City of Ferndale, in the County of Whatcom, State of Washington.

GENERAL PROVISIONS:

These restrictive covenants and conditions shall run with the land and shall be binding upon all parties claiming under them, for a period of thirty (30) years from the date of recording of this instrument, at which time these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless seventy percent (70%) or more of the owners and contract purchasers, by an instrument or instruments in writing duly signed and acknowledged by them, terminate or otherwise alter the provisions. Any alteration or change to these covenants, conditions and restrictions shall be made only after a written approval of seventy percent (70%) of the owners of record and contract purchasers. Each lot shall be entitled to one (1) vote and owners of several lots shall have a number of votes equal to the number of lots owned. No lot shall have more than one (1) owner for the purpose of this provision and one vote only shall be allowed per lot. Any change hereto shall be duly recorded in the records of Whatcom County.

PURPOSE OF PLAT RESTRICTIONS:

These plats are located within an attractive established residential neighbourhood in the City of Ferndale. Most lots have good views of Mount Baker and portions of Whatcom County. The Plat Restrictions are to maintain views, property value, an attractive subdivision of which residents will be proud and the plat restrictions are designed to prevent any resident from using their property in a way that unreasonably interferes with their neighbours.

PLAT RESTRICTIONS:

No lot or portion of any lot shall be subdivided. No mobile homes or moved-in homes shall be permitted.

1. No lot shall be used except for residential purposes, except for home businesses or commercial activity permitted by the applicable by-laws of the City of Ferndale.

2. Landscaping shall be completed within six (6) months of completion of construction, or occupancy, whichever occurs first.

3. At the time of commencement of a house on any lot the owner or builder shall first import and spread sufficient

WHATCOM COUNTY
BELLINGHAM, WA
01/12/96 3:13 PM
REQUEST OF: PETER WAT
Shirley Forslof, AUDITOR
BY: RAO, DEPUTY
\$10.00 D/RC

Vol: 478 Page: 1036
File #: 000112100

clean rock, gravel or other suitable material to provide a proper driveway and construction access onto the lot so as to avoid mud from being tracked onto the public street. Additional similar material must be added as required. The owner and builder are responsible for promptly cleaning up any mud, soil or other material that is tracked onto the public road from their lot. Permanent driveways shall be concrete or asphalt and shall be adequate for the parking of a minimum of two (2) cars in order to provide off street parking.

4. Fences shall not be permitted to extend nearer to any street than the minimum building code and zoning ordinance setback line for structures. In no event shall any fence or planting be placed in a manner to cause sight obstruction for traffic at any intersection or street corner. Provided, developer may, at his sole discretion, allow a plat entrance sign, illuminated if appropriate, mail boxes, park sign and/or fence and is not restricted by the condition of this paragraph.

5. No signs of any kind shall be displayed within the plat except for one (1) sign advertising the property for sale or rent. This sign shall not exceed six (6) square feet. The original developer and/or builder may erect and maintain necessary signage to advertise and market the property during the construction and sales period.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood. No illegal activity may be carried on upon any lot or within any dwelling thereon and all residents shall comply at all times with applicable by-laws, rules and ordinances of the City of Ferndale and other authorities having jurisdiction over the property.

7. No livestock, poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets. No animals shall be permitted for commercial purposes. All household pets must be kept on the owners property and may not be allowed to be a nuisance.

8. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers must be screened so as not to be visible from the street or adjoining lots. Trash and garbage must be disposed of in a regular and timely manner.

9. No disabled or derelict vehicles or boats shall be maintained on any property for more than thirty (30) days except such vehicles that are classified as antique cars. All such vehicles or boats must be stored out of public view when on the property. No such vehicles or boats may be stored or parked on any street for any period of time.

10. No recreational vehicles, trailers, campers of any type or any truck or equipment used for any commercial purpose may be parked in front of the street setback. All such vehicles shall be screened from public view. Recreational vehicles in use may be parked overnight by owners or guests.

11. Dog runs must be kept from public view and screened from view from other lots within the plat.

12. Owners shall be responsible for the continuing upkeep and maintenance of the residence, landscaping and all

appurtenances which includes maintaining same in an attractive and hazard-free manner. This responsibility is continuous and shall be a condition included in any rental or lease agreement to another party.

13. Any owner who intends to lease or rent their property must have their lessee or tenant acknowledge these covenants, conditions and restrictions in writing and the tenant must agree to comply with all of them.

14. No lot shall be used for the disposal or storage of rubbish, including yard trimmings, grass clippings, construction debris, or any other discarded items.

15. No resident shall deposit any garbage or refuse in any water detention pond, park area, road allowance or other common area located within the plat.

16. To preserve views of Mount Baker and surrounding parts of Whatcom County, no owner may allow their landscaping to unreasonably interfere with their neighbours' view. Owners may only plant shrubs, trees and other vegetation that will not exceed twenty (20) feet in height. Owners shall cut and prune their vegetation to abide by this restriction. The twenty (20) foot limit shall be measured in the same way as the maximum height restriction imposed by the City of Ferndale which at January 1, 1993 is twenty-eight (28) feet.

17. No owner or resident shall damage or disturb any pipe, gravel backfill or other drain or utility located within any easement area shown on the face of the plat for any phase of the Glacierview Subdivision.

18. A Homeowners Association may be formed at the discretion of the owners of the lots within the plat. A vote of sixty percent (60%) shall be necessary to create the Association and to create and record the necessary by-laws. The voting rules set forth in the General Provisions section of these covenants, conditions and restrictions shall apply to the vote for formation of a Homeowners Association.

DESIGN GUIDELINES:

1. No home shall be constructed upon any lot until the design, siting of the house upon the lot, and exterior finish of the house has been approved in writing by the vendor of the lot or by the Homeowners Association if and when such an association is established.

2. The purpose of the Design Guidelines is to encourage the construction of homes which are generally compatible with other surrounding homes and to discourage the construction of homes which would have an adverse effect upon the neighbourhood and/or adjacent homes.

3. These Design Guidelines are enforceable so long as approvals are not unreasonably withheld and written responses are provided in a timely manner.

ENFORCEMENT POWERS:

The provisions of this declaration are declared and intended to create mutual, equitable covenants and servitudes for the benefit of the owners of the lots and dwellings within these plats. Enforcement shall be by any lot owner or the Homeowners Association, and may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages. A Homeowners Association may be formed with powers and rights to enforce the provisions herein.

21747/4d398

SUPPLEMENTAL COVENANT

EVERGREEN VIEW VENTURES, INC., BEING THE OWNER OF LOTS 23 AND 24, GLACIERVIEW, VOL. 18, PGS 34; & 35. PHASE 1 DOES HEREBY EXTEND THE VIEW PROTECTION GIVEN BY THE SUPPLEMENTAL COVENANT RECORDED ON 10/07/94 UNDER AF# 94100711 TO LOT 14, GLACIERVIEW PHASE 1 IN ADDITION TO LOT 15 WHICH ALREADY ENJOYS THE PROTECTION OF THE SUPPLEMENTAL COVENANT. IT IS AGREED THAT THE SAID SUPPLEMENTAL COVENANT IS ENFORCEABLE BY THE OWNERS OF EITHER LOT 14 OR 15, INDEPENDENT OF THE OTHER, AT THEIR SOLE EXPENSE.

DATED AT BELLINGHAM, THIS 10th DAY OF JANUARY, 1995.

Peter Watts

EVERGREEN VIEW VENTURES, INC. BY PETER WATTS, PRESIDENT

STATE OF WASHINGTON
COUNTY OF WHATCOM

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT PETER WATTS IS THE PERSON WHO APPEARED BEFORE ME. AND SAID PERSON ACKNOWLEDGE THAT HE SIGNED THIS INSTRUMENT. ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE PRESIDENT OF EVERGREEN VIEW VENTURES, INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED: JANUARY 10, 1995

Denise Ryan Church

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT BELLINGHAM
MY APPOINTMENT EXPIRES : 09/12/98

DENISE RYAN CHURCH
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 9-12-98

WHATCOM COUNTY
BELLINGHAM, WA
01/13/95 12:55 PM
REQUEST OF: /FAT
Shirley Forslof, AUDITOR
BY: RAO, DEPUTY
\$7.00 D/RC
Vol: 426 Page: 1636
File No: 950113051

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

135330

Glacierview Subdivision Division II

DECLARATION OF SUPPLEMENTARY COVENANTS

Evergreen View Ventures Inc., being the owner of Lot 45 in Glacierview Division II does hereby adopt the following restriction on Lot 45 situated in the City of Ferndale, State of Washington.

These covenants incorporate the provisions of the Covenants, Conditions and Restrictions recorded under County Auditor file number 960112138 on January 12, 1996, all of which are confirmed except where specifically altered herein.

The purpose of this Supplementary Covenant is to limit the site coverage on Lot 45.

It is agreed that any home to be built on Lot 45 is to be as close to Glacier Place as reasonably possible ~~to~~ observing 20 foot front setback and 8 foot side setbacks according to house plans and site plans and approved in writing by Seller, a copy of which is attached as schedule A, so that the total filled area of the lot including house, driveway, front walk, and any other fill does not in total exceed 2100 square feet.

The provisions of this Supplementary Declaration of Covenants and Restrictions is for the benefit of the other lots in Glacierview Divisions I & II and is enforceable by the owners of other lots in Glacierview Divisions I & II.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has put hereunder set her hand and seal this 26th day of June, 1996.

EVERGREEN VIEW VENTURES, INC.

Per: Magdalene Watts
Magdalene Watts, Director

WHATCOM COUNTY
BELLINGHAM, WA
06/28/96 2:57 PM
REQUEST OF: /CTI
Shirley Forslof, AUDITOR
BY: LR, DEPUTY
\$8.00 AM/RC

Province of British Columbia)
City of Vancouver)

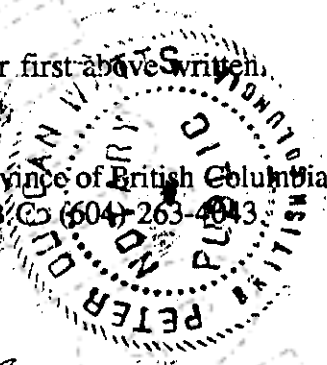
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File No: 960628186

On this 26th day of June, 1996 before me personally appeared Magdalene Watts an authorized signatory of EVERGREEN VIEW VENTURES INC. to me known to be the authorized signatory of the company described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Peter Watts

NOTARY PUBLIC in and for the Province of British Columbia, residing at 5869 Hudson Street, Vancouver, B.C. (604) 263-4043
My Commission does not expire.



Read and Approved as to form

Harold Powell
Kimberly A. Keller
Karl W. Keller by Judith E. Keller, P.O.A.
Judith E. Keller

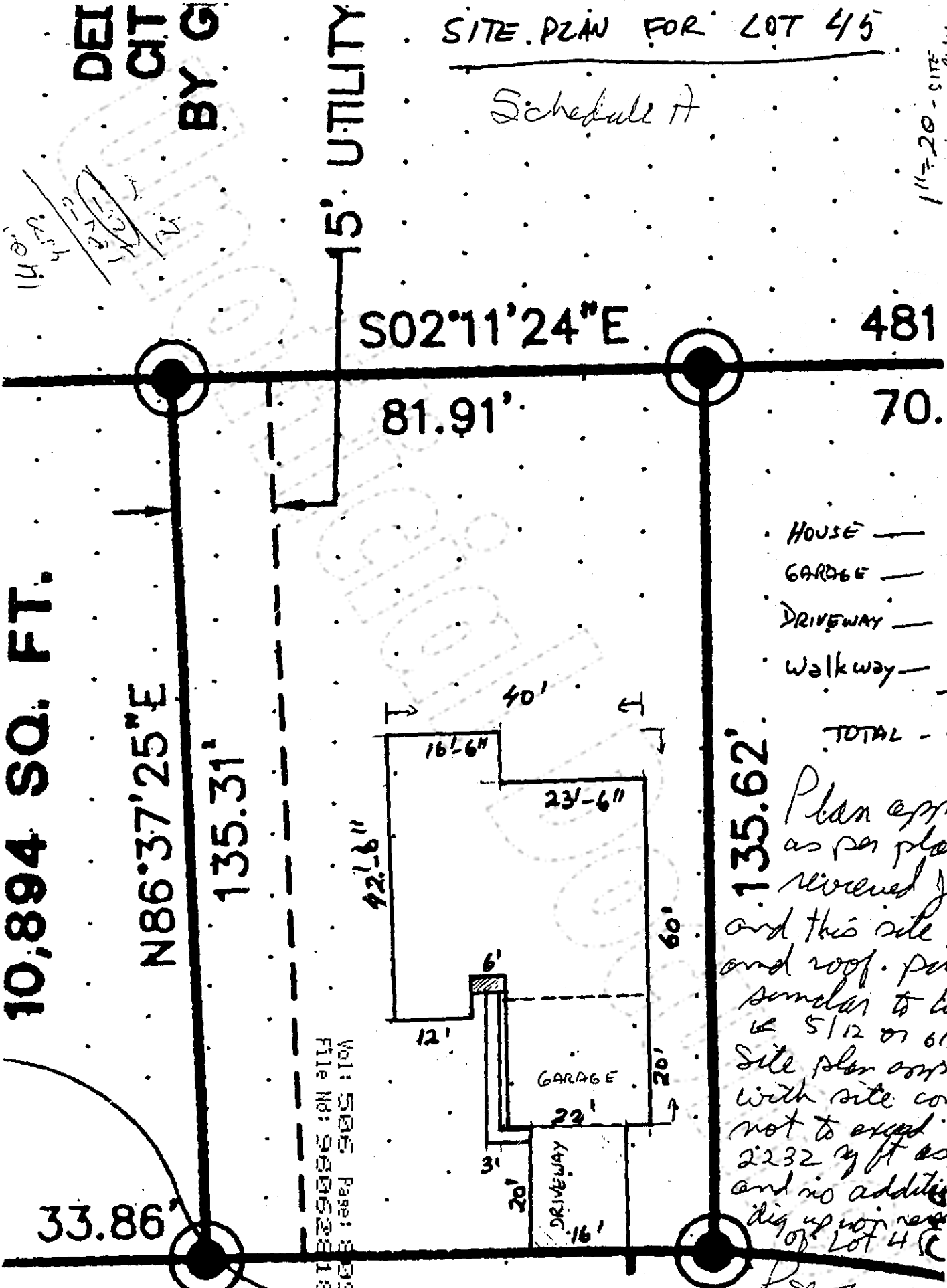
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CIT
BY G

SITE PLAN FOR LOT 45

Schedule A

1" = 20' - SITE PLAN

1" = 60' - HOUSE PLAN



HOUSE	1,382
GARAGE	440
DRIVEWAY	320
Walkway	90
TOTAL	2,232

sq

135.62'

Plan approved as per plan received Jun 6/12 and this site plan and roof pitch similar to lot 46 w/ 5/12 or 6/12. Site plan approved with site coverage not to exceed 2232 sq ft as above and no additional ft dig up w/o rework of lot 45.

Peter Watts Co
Evergreen View Va.
June 6/90

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File No: 980628185

10,894 SQ. FT.

N86°37'25"E

135.31'

15' UTILITY

S02°11'24"E

481

81.91'

70.

33.86'

42'-6"

40'

16'-6"

23'-6"

12'

6'

GARAGE

60'

20'

22'

3'

20'

DRIVEWAY

16'