

COVER SHEET

(RCW 65.04.045, effective January 1, 1997)

WHATCOM COUNTY
BELLINGHAM, WA
01/08/97 10:26 AM
REQUEST OF: MAYFLOWER
Shirley Forslof, AUDITOR
BY: LR, DEPUTY
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Vol: 536 Page: 476
File No: 970108008

RETURN DOCUMENT TO:

DAVID M. SIMMS
4064 JONES LN.
BELLINGHAM, WA.

98225

DOCUMENT TITLE(S):

PROTECTIVE COVENANTS - NEW PLAT "CEDARWOODS"

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

970108008

Additional reference numbers found on page _____ of document.

GRANTOR(S) (Last name, First name and MI):

MAYFLOWER EQUITIES, INC.

Additional grantors found on page _____ of document.

GRANTEE(S) (Last name, First name and MI):

Additional grantees found on page _____ of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range).

LOT 4 - VROMAN SHORT PLAT

Additional legal is on page _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

390219 - 091361

CEDARWOODS

PROTECTIVE COVENANTS

For the purpose of providing a desirable residential area, MAYFLOWER EQUITIES, INC. a Washington Corporation, owner of all of the subdivision of Cedarwoods, hereby establishes the following protective covenants which shall hereafter apply to and protect the following described real property situate in the County of Whatcom, State of Washington:

All of Cedarwoods, as per the map thereof recorded in Book 20 of Plats, Page 36, 37 in the Auditor's office of said county and state.

1. No lot shall be subdivided or used except for residential purposes. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lots other than a residential dwelling, stick built on a permanent foundation, with a private garage for not less than two nor more than three standard size passenger automobiles. Not more than one recreational vehicle may be stored in a screened parking space. During construction of a residential structure, a construction office and construction materials may be maintained, by the builder, on a residential lot.
2. No trade, craft, business, profession, commercial or manufacturing enterprise of business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, unless said activity is in compliance with the City of Ferndale's Home Occupation Ordinance or Conditional Use Permit, nor shall any goods, equipment, trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled or repaired upon any residential lot unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner that the same are not visible from any street or any other lot in the plat, except for construction materials and a construction office for residential construction as described in Section 1. Nothing shall be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood. None of the activities described in Section 2 herein shall be permitted on any street, sidewalk or other public area.
3. The streets within the plat shall not be used for storage of automobiles, boats, trucks, trailers or recreational vehicles. No owner of any residential lot shall permit any automobiles, boats, trucks, trailers or recreational vehicles owned by such lot owner, any member of the lot owner's family or any guest, acquaintance, or invitee to be parked upon any street or upon any lot within the property for a period in excess of forty-eight (48) hours in any consecutive 30 day period unless such vehicle is on a lot and enclosed in a garage or outbuilding, or

screened by a fence in such a manner that it is not visible from any street or any other lot in the plat.

4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Cats, dogs, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purposes; provided, however, that they shall not be kept in numbers or under conditions so as to become a hazard to health, safety and/or quiet enjoyment of any lot subject to this declaration. Any kennel or dog run must be screened from view of the street. Any dogs must be kept so as to minimize excessive noise from barking or they shall be considered a nuisance according the terms of these covenants.

5. Buildings and structures shall be located in accordance with the City of Ferndale codes.

6. Roofs shall have a minimum 4/12 slope on the dwelling and garage. Roofs shall be of asphalt composition, cedar shake (or substitute) or tile.

7. No siding shall be diagonal. House siding shall be of cedar, L.P. type siding, beveled siding, channeled siding, Hardi Plank or vinyl siding. T-111 siding is not an approved siding. All metal fireplace chimneys shall be wrapped in either wood or stone. The entire house must be painted or stained. The colors shall be consistent with and in general conformity to the remainder of the neighborhood. The idea is that colors that are very bright, provocative or draw the attention of persons looking at the house should be avoided. Color schemes will be selected to provide a homogenous nature and neutral look to the plat. An owner wishing to change the house colors from the original colors shall, in writing, notify all other lot owners in the plat of the color change. If five lot owners object, in writing, to the new colors, the new colors shall not be allowed. Approval of changes in colors shall not be unreasonably withheld.

8. Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable fencing materials. No fence, wall or hedge over three (3) feet in height shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.

9. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence.

10. No sign of any kind shall be displayed to the public view on any lot except professional signs that total not more than three square feet, advertising the property for sale or rent, and/or signed used by a builder to advertise the property during the construction and sales period are permitted. Signs of a

political nature may be displayed from 30 days prior to election day and one day following election day.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

12. No individual water supply system shall be permitted on any lot.

13. No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrub clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon public streets, ditches or the adjacent property. The removal and proper disposal of all such materials shall be the sole responsibility of the individual lot owner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No noxious or offensive activity shall be carried on upon any residential lot. No activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

15. The shooting of any type of weapon or firearm is prohibited, including but not limited to BB guns, air rifles and pistols, pellet guns and sling shots.

16. The builder or owner shall install or have installed within 6 months of occupancy of any home, landscaping of the front and at least one half way through the side yards. Yards shall be regularly mowed and neatly maintained at all times.

GENERAL PROVISIONS

1. The Declarant and/or owner of any lots or lots subject to this declaration, 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 provision of this declaration; provided however, that the Declarant's right to enforce the provision of this declaration shall terminate at such time as the Declarant shall cease to be owner of a lot or lots subject to this declaration; and provided further, however, the termination of the Declarant's power to enforce this declaration shall in no way affect the power of any other lot owner to enforce the terms and conditions of this declaration. In any action to enforce the terms and conditions of this declaration, the party prevailing shall be entitled to an award of such party's costs, including attorney's fees, against the non-prevailing party for all costs incurred with respect to the enforcement of this declaration. Failure of the Declarant or any such owner or contract purchaser to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. The covenants and restrictions of this declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the owner of any lot subject to this declaration including the Declarant, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this declaration is recorded, after which time said covenants shall be automatically extended successive periods of ten years, unless an instrument terminating all covenants, which is signed by not less than ninety percent of the owners during the first thirty years and seventy-five percent of the owners for any period thereafter, of the property subject to the declaration shall have been recorded with the Whatcom County Auditor. Amendments may be adopted if the instrument is signed by not less than ninety percent of the owners during the first thirty years and seventy-five percent of the owners thereafter. Amendments shall take effect when they have been recorded with the Auditor of the County of Whatcom County.

4. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all of the provision herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16 day of December, 1996

MAYFLOWER EQUITIES, INC.

by 

by _____

STATE OF
COUNTY OF

)
) ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of B.C., duly commissioned and sworn, personally appeared *ABDUL PIRBHAI* known to me to be the *PRESIDENT* and *SECRETARY* of the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that *he* was/were authorized to execute the said instrument.

Witness my hand and official seal this *16* day of *December*, *1996*

Nurdin M. Kassam
NOTARY PUBLIC in and for the state of
residing at *VANCOUVER, B.C.*

NURDIN M. KASSAM, LL.M.
Barrister & Solicitor
1718 - 809 NELSON STREET
BOX 12148, NELSON SQUARE
VANCOUVER, B.C. V6Z 2H2

