

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR

PLAT OF EAST RIDGE

LOTS 1 THROUGH 24 OF THE PLAT OF EAST RIDGE

PAGE 1 OF 8

Contained in Instrument Recorded Under Whatcom County

Friberg Construction, owner of all of the property described below and known as the Plat of EAST RIDGE, desires to provide for the aesthetic, healthful and uniform development of all of the Plat of EAST RIDGE, in the City of Ferndale, in Whatcom County, Washington and for the control of the structures and improvements erected in EAST RIDGE. Friberg Construction in this document creates covenants which shall be binding upon the owners of property within the Plat of EAST RIDGE.

ARTICLE I

DEFINITIONS

SECTION 1. "Declarant" shall mean Friberg Construction, its successors or assigns.

SECTION 2. "Properties" shall mean and refer to: the recorded Plat of EAST RIDGE, in Whatcom County, Washington.

LEGAL DESCRIPTION:

A Portion of the Section 20, Township 39 North, Range 2 East, W.M. described as follows:

Parcel "A" of Lot Line Adjustment recorded under Whatcom County Auditor's Fee No. *930602136*

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

SECTION 3. "Owner" shall mean and refer to any fee simple title owner or contract purchaser in EAST RIDGE. Owners shall not include interests held only as security.

ARTICLE II

GENERAL PROTECTIVE COVENANTS

SECTION 1. Single Residential Lots:

All structures erected, altered or maintained on any residential lot shall be single family residential dwellings, which do not exceed two (2) stories in height, and a private

garage for not more than three (3) standard sized passenger automobiles. No residential structures manufactured off-site shall be allowed.

SECTION 2. Business and Commercial Use of Property Prohibited:

No commercial activity of any kind shall be conducted upon any residential lot. No equipment, vehicle (including buses, trucks and trailers) or materials or supplies used in connection with any commercial activity wherever it may be conducted, may be kept, parked, stored, dismantled or repaired outside on any residential lot or on any street within the property.

SECTION 3. Disposal Waste:

No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other debris shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, grass and shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into public streets, ditches or onto other lots within the Plat. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

SECTION 4. Unsightly and Abandoned Vehicles:

No owner of any residential lot shall permit any vehicle which is in an extreme state of disrepair and which is owned by him or by any other member of his household or any acquaintance, to be abandoned or to remain parked upon any street or upon any residential lot for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an extreme state of disrepair when its presence and/or appearance offends the reasonable sensibilities of the occupants of the neighborhood. Upon violation of this covenant, the Architectural Control Committee will notify the violator of their violations in writing. If the violation is not corrected within seven (7) days of the notification, the Committee will mail a second certified notification. If the violation is not corrected within fourteen (14) days of receipt of the second notification, the committee will have the vehicle towed at the owner's sole expense.

SECTION 5. Temporary Structures:

No structures of a temporary nature, including but not limited to trailers, tents, garages, barns, or other outbuildings, shall be used on any lot.

SECTION 6. Animals:

No animal, livestock or poultry of any kind other than house pets shall be kept or maintained on any part of EAST RIDGE. Dogs and cats (not exceeding a total of three (3) at any one residence may be kept), provided that they not be kept, bred or maintained for any commercial use or purpose. 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 to the terms of the covenants.

SECTION 7. Mortgages Protected:

No mortgage or deed of trust recorded covering any residential lot shall be impaired by the covenants recorded for this Plat. Title to any residential lot obtained as a result of foreclosure shall be held subject to all covenants.

SECTION 8. Building Location:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines provided for in the laws, statutes or ordinances of the appropriate local government authorities. No building shall be located nearer than eight (8) feet to any interior lot line. All garages or other permitted accessory buildings will comply with all City of Ferndale setback codes and shall not infringe upon any restrictions shown on the Plat of EAST RIDGE. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building.

SECTION 9. Radio and Television Antennas:

No radio, television, C.B., ham, sideband, satellite dish, or any other antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence by or be allowed in the front or side yard of any lot. If a dish-type antenna is installed in the back yard of any lot, it shall be properly screened from the view of any other lot. Installation of any antenna shall be reviewed by the Architectural Control Committee for approval.

SECTION 10. Water Supply:

No individual water supply system shall be permitted on any residential lot unless it is approved, constructed and equipped in accordance with the requirements and standards of The City of Ferndale.

SECTION 11. Nuisance:

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.

SECTION 12. Driveways, Parking, and Storing of Vehicles and Trailers:

All residential lots shall have a driveway apron of at least two (2) car widths. All driveways shall be completely paved with concrete or asphalt. No vehicle or trailer shall be parked, stored, or any maintenance performed upon any residential lot except upon driveways or prepared hardstands.

No house trailer, truck, camper, mobile home or boat trailer may be kept on any street or residential lot for more than forty-eight (48) hours unless housed within a garage, or in a side yard or suitably screened from view from street and other houses, subject to the approval of the Architectural Control Committee. The term "truck" shall be defined as any vehicle, commercial or otherwise, which is larger than a typical single axle pick-up truck. Typical pick-up trucks shall be exempt from this restriction.

SECTION 13. Firearms:

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

SECTION 14. Easements:

Easements for utilities and drainage are shown on the recorded Plat map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for maintenance which a public authority or utility company is responsible. There are various other easements as noted on the plat of the subdivision which apply to particular lots and the provisions of this covenant apply as appropriate.

An easement is granted on Lots 21, 22, 23, and 24 as shown on the recorded Plat map. Within these easements, no structures, planting or other material shall be placed or permitted to remain. Said easement shall be left in a natural state. Work can only occur within this easement if the lot owners structure is threatened by trees, vegetation, or water in the easement.

SECTION 15. Quality and Size:

A. DWELLING SIZE AND QUALITY - All building plans shall be of quality and size compatible with development objectives and to the approval of the Architectural Control Committee.

B. GARAGES - All dwellings shall have at least a two (2) car attached garage. Upon receiving prior written approval from the Architectural Control Committee, a detached garage may be allowed on larger lots.

C. ROOFS - All roofs shall have a minimum slope of 4/12 (four feet of rise for each twelve feet of run) and shall be cedar shake, simulated cedar shakes, tile, or composition. No flat roofs will be allowed on the front of the dwelling or garage.

D. FINISHES - All exterior finishes on the front of the houses shall be of Cedar Siding, Louisiana Pacific Lapsiding or similar product, brick or stone. There shall be no T 1-11 or similar siding allowed. The entire house must be painted or stained with initial colors approved by the Architectural Control Committee. The colors shall be consistent with and in general conformity to the remainder of the neighborhood. All metal fireplace chimneys shall be wrapped in either wood or stone.

E. CONSTRUCTION TIME - All structures shall be completed externally within six (6) months from the date of footings being poured.

F. FENCES - Fencing shall be of living materials or wood and/or masonry only.

SECTION 19. Architectural Control Committee:

1. Administration.

a. It is hereby designated that the Architectural Control Committee shall act as administrator of the provisions of this article.

b. The Architectural Control Committee shall be administered by and composed of John Friberg. The original committee may appoint one (1) or more additional member(s) of the committee. In the event of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. No member of the committee shall be entitled to any compensation for services performed pursuant to this declaration. After all lots held by the Developer have been sold, then the original committee shall resign, and a new committee can be appointed. The Owners shall have the power, at any time thereafter, through a duly recorded written instrument to change the membership of the committee by either the numbers of members, or changing the identity of the members.

c. Any reference to the Architectural Control Committee

shall apply to his/her designated representative or assignee whose name shall be on record at the office of the Whatcom County Auditor.

2. Approval of Plans by Architectural Control Committee.

ALL PLANS SHALL BE APPROVED BY THIS COMMITTEE PRIOR TO THE START OF ANY CONSTRUCTION. No building or other structure shall be constructed or altered unless said plans have been filed with and approved by the Architectural Control Committee as provided herein. Such approval must be in writing. The following shall be submitted in a form satisfactory to the Architectural Control Committee at least ten (10) days prior to a committee meeting.

- A. One (1) complete set of floor plans and elevations which will be returned to the builder.
- B. Two (2) plot plans of the house on the lot with front, side and back yard clearance dimensions.
- C. Color selections with manufacturer for clarification of colors selected.

ARTICLE III

GENERAL COVENANTS

SECTION 1. Enforcement:

The Declarant and/or owner of a residential lot or lots subject to this Declaration shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration; provided, however, that the Declarant's right to enforce the provisions of this Declaration shall terminate at such time as the Declarant shall cease to be owner of a residential lot or lots subject to this Declaration. Failure of a Declarant or any owner or contract purchaser to immediately enforce any covenant or restriction shall not be a waiver of the right to do so.

SECTION 2. Severability:

Invalidation of any one (1) of these covenants or restrictions by judgement or court order shall in no way affect any other provision.

SECTION 3. Amendments:

The provisions of this Declaration may be amended, waived, abandoned, terminated, repealed or modified in whole or in part by

an instrument executed by the owners of not less than eight (8) of the residential lots subject to this Declaration; provided, that any such instrument of amendment or repeal must be duly recorded and shall not be effective in any manner or against any persons until the date and time of recording.

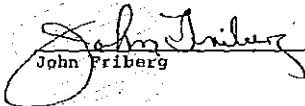
SECTION 4. Duration of Covenants:

These covenants shall run with the land and shall be binding upon the owners of all sites in said subdivision for a period of thirty (30) years from the date of recording, at which time the covenants shall automatically be extended for successive periods of ten (10) years each, unless an agreement signed by the owners of a majority of the lots as shown on the plat of the subdivision shall be filed with the Auditor of Whatcom County, Washington, terminating, altering or amending the same, but not prior to the completion of all improvements on all residential lots of the plat.

SECTION 5. Costs:

Any party who may enforce a covenant when it becomes reasonably necessary to expend money to enforce a covenant is entitled to recover their costs including reasonable attorney fees, if successful in the enforcement effort.

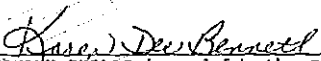
Friberg Construction

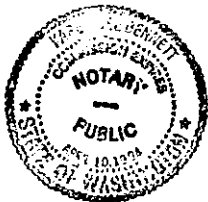

John Friberg

STATE OF WASHINGTON)
COUNTY OF Pierce } ss

On this day personally appeared before me, John Friberg
to me known to be
the President of Friberg
Construction, and acknowledged to me that he signed the
foregoing instrument as his free and voluntary act and deed for
the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 2nd day of
June, 1993.


NOTARY PUBLIC in and for the State of
Washington, residing at Puyallup



WHATCOM COUNTY
BELLINGHAM, WA
06/04/93 3:30 PM
REQUEST OF: BENNETT P
Shirley Forslof, AUDITOR
BY: LR, DEPUTY
\$14.00 D/RC