

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR THE SUBDIVISION OF

"JEFFCOTT'S PLACE"

WHATCOM COUNTY, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

BELLINGHAM LUMBER COMPANY, as owner of the subdivision of "JEFFCOTT'S PLACE", Whatcom County, Washington, as per the map thereof, recorded in Book of Plats, page , in the Auditor's Office of said county and state, does hereby certify and declare that the protective covenants and restrictions herein set forth shall inure to the benefit of each lot in said subdivision and shall be binding upon the respective owners of each lot, and upon all parties having or acquiring any right, title or interest in any of the said lots.

1. Not more than one single-family residence and one detached garage or storage building may be constructed on any lot, provided that one additional outbuilding may be located below the brow of the hill on Lot 7 and on Lot 8.
2. No residence shall exceed 28 feet in height from the average level of the surrounding ground to the highest peak of the roof, and no television or radio antenna shall be placed in view from any other lot. No garage or storage building shall exceed 18 feet in height from the average level of the surrounding ground to the highest peak of the roof, except below the brow of the hill on Lot 7 and Lot 8 where such buildings may be 28 feet in height.
3. All buildings shall be of new construction. The exterior components shall be custom-built on the site and shall be finished within eight months of the start of construction.
4. All lots shall be landscaped with grass and shrubs within 18 months of the date of occupancy, and shall be maintained in a neat and orderly condition, free of junk, rubbish, debris, inoperable vehicles, wild growth, etc. Grantor reserves the right to clear away any such material or nuisance, and to plant grass at the expense of the lot owner.
5. 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 owners of other lots.

6. No fence shall be more than 4 feet in height where the view of Mt. Baker from another lot may be obstructed, and the tops and branches of any tree or shrub planted within 20 feet of any east-west property line shall be subject to removal upon written demand of any other lot owner whose living room or dining room view of Mt. Baker is obstructed or partially obstructed by such tops or branches. Fences below the brow of the hill on Lots 7 and 8 may be 6 feet in height.

7. These covenants and restrictions shall run with the land and shall be in force in perpetuity, provided that they may be vacated or amended at any time by recording of a written instrument signed by the owners of 3/4 of the lots in the subdivision, and provided that all lot owners shall be given 30 days written notice prior to circulation for approval of any deletion or amendment.

8. If any lot owner shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any other lot owner to prosecute any proceedings at law or in equity against the lot owner violating or attempting to violate such covenant or restriction, and either enjoin him or them from so doing or recover damages for such violation.

9. These covenants and restrictions shall be deemed to be fully and sufficiently described or incorporated in any instrument of sale or lease by reference to same, and every person who becomes an owner, contract purchaser or lessee of any lot in said subdivision shall be deemed to have accepted and to be bound by these covenants and restrictions by means of such reference in the instrument of sale or lease.

10. Failure of any lot owner to enforce any of these covenants and restrictions shall in no event be deemed a waiver of the right to do so as to any breach whether occurring prior to or subsequent to the action; and the undersigned shall not be obligated to enforce any of these covenants and restrictions and shall not become liable for any breach by any other than itself.

CERTIFIED AND DECLARED this 25th day of October, 1982.

BELLINGHAM LUMBER COMPANY


Gerald E. Main, President