

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS

North Beulah Short Plat and
North Beulah Long Plat

DECLARATION OF COVENANTS:

The undersigned owners of the following described real property do hereby adopt the following covenants, conditions and restrictions for the Plats of North Beulah Short Plat and North Beulah Long Plat:

Lots 1 to 6 inclusive of North Beulah Long Plat and Lots 1 to 3 inclusive of North Beulah Short Plat all within a portion of the southeast quarter of the southeast quarter of Section 18 Township 39 North Range 12 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

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.

