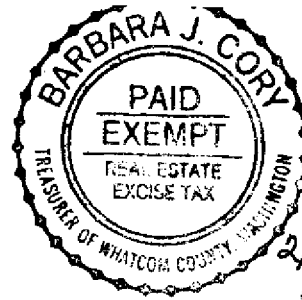




Request of: NORTHWEST SURVEYING & GPS



2/14/02  
 DM

**AFTER RECORDING MAIL TO:**

Name LARSON, WENDI J.  
 Address P.O. Box 1971  
 City/State FERNDALE, WA 98248

**Document Title(s):** (or transactions contained therein)

1. PLAT COVENANTS AND RESTRICTIONS
- 2.
- 3.
- 4.



**First American Title  
 Insurance Company**

**Reference Number(s) of Documents assigned or released:**

Additional numbers on page \_\_\_\_\_ of document

**Grantor(s):** (Last name first, then first name and initials)

1. LARSON, WENDI J.
2. RETTMER, HEATHER J.
3. BECK, LISA J.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)

1. LARSON, WENDI J.
2. RETTMER, HEATHER J.
3. BECK, LISA J.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

THE WEST 764' of THE SOUTH 313.5' of THE NE 1/4 of S 19, TWP 39 N,  
 R 2 E of W.M. EXCEPT THE W 157' THEREOF, LESS ROADS, EXCEPT  
 UNPLATTED PARCEL WITH FILE AF 1156504  
 TOGETHER WITH THE WEST 24' of TRACT B, GARDINER TERRACE SHOOT PLAT  
 NO. 3. AS PER THE MAP THEREOF RECORDED IN VOL. 21 of SHORT PLATS  
 PAGE 33 AND 34 WITH AF# 900611044

Complete legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel / Account Number(s):**

390219 349316

WA-1

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**PLAT COVENANTS AND RESTRICTIONS**

**DECLARATION OF COVENANTS, CONDITION, RESTRICTION,  
EASEMENTS AND RESERVATIONS  
FOR SEA VUE SUBDIVISION**

**RECITALS:**

Declaration of Covenants, Conditions, Reservations and Restrictions for Sea Vue the undersigned owners of the following described Real Property do hereby adopt the following Covenants, Conditions, Reservations, and Restrictions.

A. The Property is a 16 lot subdivision known as the plat of Sea Vue, includes roads, utilities and common area (hereinafter referred to as a "subdivision.")

B. It is the desire and intention of the Declarant to sell the Lots in the Subdivision and to impose on the Lots mutually beneficial restrictions under a common plan or scheme of improvement for the benefit of all Lots, tracts, or Lands, and such other persons, corporations or entities as my be designated herein.

**1. LAND CLASSIFICATION AND DEFINITIONS**

A. "**Declaration**" shall mean and refer to the contents of this entire document and amendments.

B. "**Declarant**" shall mean and include Lisa Beck, Wendi Larson and Heather Rettmer, their successors and assigns.

C. "**Lot**" shall mean any legally segmented and alienable portion of Sea Vue Subdivision created through legal process for dividing land, including Lots created by Lot line adjustment, with the exception of streets and other public areas and Common Areas.

D. "**Owner**" shall mean the owner of record, including vendees under real estate contracts, whether one or more persons or entities, but shall not include a mortgage or beneficiary under deed of trust. Owners shall also include builders who purchase Lots for construction and resale.

E. "**Improvements**" shall mean and include without limitation any building, out buildings, private roads, driveways, parking areas, fencing, retaining walls, swimming pools, screening walls, ornamentation, signs, stairs,

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decks, hedges, wind breaks, planting, planted trees, shrubs, poles, lighting, hot tubs, or any other structure or landscaping.

F. "**Transition Date**" shall mean the date the control of the Property passed from Declarant to the Association.

G. "**Association**" any person or entity owning lots in "Sea View Subdivision". Each lot shall be entitled to one membership in the Association. Each membership shall be appurtenant to a lot in the subdivision, and such membership shall automatically transfer with the conveyance of such lot to the new owner or owner

## **2. ARCHITECTURAL CONTROL**

A. Architectural control shall be accomplished by one or more individuals designated as the Architectural Reviewers (hereinafter referred to as the "AR"). The initial AR shall be Lisa Beck, Wendi Larson and Heather Rettmer. After the Transition Date, the Association shall assume the responsibilities of the AR.

B. To preserve the architectural and aesthetic appearance of the Subdivision, no new construction or improvements of any nature whatsoever shall be placed on any Lot until detailed plans have been reviewed and approved by the AR. Two copies of such plans, specifications and related data must be submitted to the AR. Upon approval, one shall be retained in the records of the AR and one copy shall be returned to the Owner, appropriately marked.

C. The AR shall consider in addition to architectural and aesthetic issues the location of improvements on the Lot and its effect on views from other Lots. The AR's determination on all matters shall be solely within the discretion of their and shall not be subject to appeal.

D. The AR shall approve or disapprove plans, specification and details within seven (7) days of the receipt thereof. If AR fails to respond within seven (7) days then the plans shall be approved.

E. Neither the AR nor any person who succeeds him/them shall be liable to any party for any action or for any failure to act under or pursuant to the provisions of the Declaration, provide that the AR shall have preceded hereunder in good faith and without malice.

## **3. LOT USE RESTRICTIONS AN REQUIREMENTS**

A. All lots shall be used exclusively for permanent residential purposes.

B. No business activities of any kind or type shall be conducted on any lot.

C. Boats, utility trailers, trucks of more than one ton capacity, campers, travel trailers, motor homes, pickup/camper and similar items or vehicles, shall not be stored/parked on public access street overnight. Storage or long-term parking shall at all times be kept beside or behind the Owner's home or in a garage or other storage facility.

D. No Lot Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on his or her Lot or about the Subdivision, except as kept in covered trash receptacles.

E. No improvements which has been partially or totally destroyed by fire, or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction.

F. Each Lot Owner shall keep his or her Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous objects which are unsightly in appearance to exist on his or her Lot or within the Subdivision.

G. All automobiles and all other permitted vehicles, if kept parked on any Lot, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles or vehicles which are in a state of disrepair, shall not be kept on any Lot.

H. No firearms or explosives shall be discharged within the boundaries of the Subdivision.

I. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, if they are not kept, bred or maintained for commercial purposes.

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J. No signs for billboards shall be placed on any Lot, except that one identification sign bearing the Owner's name and address may be placed upon the Owner's Lot, not exceeding two square feet in size. Owners may place "for rent" and "for sale" signs on their respective Lots. Owners may display signs of a proposition during periods of political campaigns.

K. No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties and the Owners thereof.

J. Storm Water Drainage The maintenance of the private storm water drainage system is the responsibility of the respective lot owner.

#### **4. BUILDING RESTRICTION**

A. No building or structure shall be erected, constructed, located, placed or allowed to stand on a Lot other than one single-family dwelling for each Lot. Each dwelling shall have the following minimum areas:

A. Lots 1 thru 14 minimum site coverage of 1,500 square feet (excluding double garage).

B. Lots 15 and 16 minimum site coverage of 1,200 square feet (excluding double garage).

C. Roof - Roof pitches, materials, and colors will be subject to the AR board approval. Recommended roofing materials are cedar shakes or shingles, or laminated asphalt.

D. Exterior Wall - High quality cedar siding and shingles, exposure board, stucco or masonry products, or composite material with approval.

E. Garage - Two or three stalls adjacent to one another.

F. Exterior Colors - Subtle colors appropriate to style and blended to existing neighborhood, subject to AR board.

G. Sidewalks to be installed by each Lot Owner.

H. The maximum time limit for the completion of the building structure and exterior finish shall be nine (9) months from start or work.

#### **5. LANDSCAPING**

A. Each Lot Owner is responsible for landscaping of his or her Lot.

B. The front yard of each home (from the street to the building face) shall be covered with lawns, landscaping, decking and/or paving within eight (8) months of the commencement of the construction of the dwelling.

C. Fences are permitted to enclose back yards only. Fences shall be composed of living material (such as hedges, shrubs or trees), or decorative, cedar wood fencing less than six feet (6") high. No front yard fences are allowed. However, the AR may authorize specific exception.

#### **6. GRANTEE'S ACCEPTANCE**

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including the jurisdiction, rights and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and to and with the grantees, and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform all obligations set forth herein.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assign,

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all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to the Common Areas, public paths, ponds or adjacent woods.

Lisa Beck

Wendy Larson

Heather Rettmer

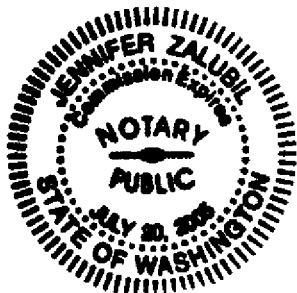
STATE OF WASHINGTON,

County of WHATCOM

} ss.

I certify that I know or have satisfactory evidence that LISA BECK, WENDY LARSON AND HEATHER RETTMER is/are the person(s) who appeared before me, and said person(s) acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 14TH day of FEBRUARY, 2002.



Jennifer Zalubil

Print Name JENNIFER ZALUBIL

Notary Public in and for the State of WASHINGTON

My appointment expires: JULY 20, 2005

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