

**RETURN DOCUMENT TO:**

Larry Steele & Associates

1323 Lincoln Street

Bellingham, Wa 98226



1971200928

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D/RC \$21.00

Whatcom County, WA

Request of: LARRY STEELE & ASSOCIATES

Declaration of Covenants, Conditions, and Restrictions

**DOCUMENT TITLE(S):**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

Additional reference numbers found on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Teitge, Williams, and McCollum Investments, Inc.  
Whatcom State Bank

Additional grantors found on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Future Owners of lots of Plat of Shields Estates  
Current Owners of lots of Plat of Shields Estates  
Public

Additional grantees found on page \_\_\_\_\_ of document.

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

Portions of the SW Quarter of the SE Quarter, Section 28, Township 39  
North, Range 2 East, W.M.

Additional legal can be found on page \_\_\_\_\_ of document.

**ASSESSOR'S PARCEL NUMBER:**

390228 297 046 0000

390228 365 046 0000

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Lots 1 through 49 of Shields Estates, Ferndale, Washington.

THIS DECLARATION IS MADE THIS 15 DAY OF October, 1997, by Teitge, Williams, and McCollum Investments, Inc. a Washington Corporation, HEREINAFTER REFERRED TO AS "DECLARANT".

**WITNESSETH**

WHEREAS, Declarant is the owner of certain real property described as Lots 1 through 49 of Shields Estates, as recorded in the office of the Whatcom County Auditor on December 5, 1997 under Whatcom County Auditor's Fee 1971200927-fee 1 ~~1971200927-fee 2~~ (hereinafter referred to as "the property" or "properties"); and

WHEREAS, See attached Legal Description,

WHEREAS, Declarant will convey certain of the said properties, subject to certain protective covenants, conditions and restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the properties described in ARTICLE II hereof shall be held, sold, conveyed, subject to the following easements, restrictions, reservations, charges, liens, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, restrictions, reservations, charges, liens, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest herein and/or on all parties having or acquiring any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

DEFINITIONS

Section 1. "Declarant" shall mean Declarants named herein, their successors and assigns.

Section 2. "Properties" or the "property" shall mean that certain real property herein described and any additions hereto subject to this declaration or any supplemental declaration(s).

Section 3. "Lot" or "residential lot" shall mean any portion of Lots 1 through 49.

Section 4. "Owner" shall mean the record owner of a fee simple title to any lot or lots which are a part of the properties but excluding those having such interest merely as a security for the performance of an obligation.

**ARTICLE II**

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in Ferndale, Whatcom County, Washington, and is described as follows:

Lots 1 through 49, inclusive, as contained on the Plat Shields Estates per that certain Plat recorded in the office of the Whatcom County Auditor on Dec 5, 1997 under Whatcom County Auditor's Fee #191720928. All of which property shall hereinafter be referred to as the "property" or "properties".

**ARTICLE III**

GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than a residential dwelling, stick built or manufactured home on permanent foundation, not to exceed two stories in height, with a private garage or carport for not less than two more than two standard size passenger automobiles and not less than three off street parking spaces including the garage or carport. 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. Also, fences in compliance with Section 7 and Section 8 herein, and outbuildings that service a residential structure that are in compliance with Section 4 herein, are allowed.

Section 2. Business and Commercial Use of Property Prohibited. 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 be 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,

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equipment, trailers, materials or supplies be enclosed or screened in such a manner (and in accordance with Section 8 herein below) 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, nor shall any thing 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.

Section 3. Automobiles, Boats, Trucks, Trailers, Recreational Vehicles. The streets within the plat shall not be used for over night parking of any vehicles other than private automobiles. This covenant specifically prohibits the street 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 where such vehicle is stored, non-operational, in repair or abandoned unless such vehicle is on a lot and enclosed in a garage or outbuilding, or screened by a fence (in accordance with Section 8) in such a manner that it is not visible from any street or any other lot in the plat.

Section 4. Residential Use of Temporary Structures Prohibited. No trailer, tent, shack, garage, barn or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence either temporarily or permanently.

Section 5. Animals. 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 purpose; provided however, that they shall not be kept in numbers or under conditions so as to become a hazard to health, safety and/or the 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 to the terms of the covenants.

Section 6. Mortgages Protected. 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 provisions herein.

Section 7. Building Setback. Buildings and structure (with the exception of fences as described in Section 8 of this document) shall be located in accordance with the Shields Estates P.U.D. requirements or the City of Ferndale codes, whichever apply.

Section 8. Fence Requirements. Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall be in architectural harmony with the buildings and fences of adjacent lots. No chain link fences are allowed except black chain link and poles and in the rear yards only. 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. All fences shall also meet the requirements of Section 15 where necessary.

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

Section 10. Easements. Easements for utilities, drainage, and access are reserved as delineated 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 which a public authority or utility company is responsible.

Section 11. Signs. 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 signs 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.

Section 12. Oil and Mining Operations. 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. No derrick or other structure designed for use

in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 13. Water Supply. No individual water supply system shall be permitted on any lot.

Section 14. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Garbage and Refuse Disposal. 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 shrubbery 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.



Section 16. Dwelling Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

Section 17. Roofs. Roofs shall have a minimum 4/12 slope on the dwelling and garage. Roof's shall be of asphalt composition, cedar shake (or substitute) or tile. Original colors shall be approved by Whatcom Self-Help Homes.

Section 18. Exteriors. No siding shall be diagonal. The fronts of all houses and the sides facing streets shall be of cedar, L.P. type siding, beveled siding, channelled siding or T-1-11. The remainder may be of T-1-11 or approved substitute. All metal fireplace chimneys shall be wrapped in either wood or stone. The entire house must be painted or stained approved colors. 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 houses in the plat to those with significant color variation 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.

Section 19. 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 20. Firearms. 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.

Section 21. Landscaping. The builder shall install or have installed prior to the occupancy of any home, landscaping of the front and at least one half way through the side yards. The front yards shall be grass to the sidewalk or pavement and grass to grass in the front yards. The yards shall be planted with at least three deciduous trees. Yards shall be regularly mowed and neatly maintained at all times. The original trees shall be replaced if they die, become diseased or too large for the site.

#### ARTICLE IV

##### GENERAL PROVISIONS

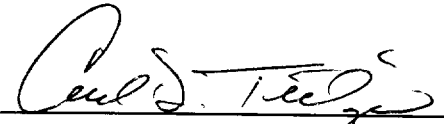
Section 1. Enforcement. The Declarant and/or owner of any lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration; 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 lot or lots subject to this declaration; and provided further, however, that the termination of the Declarant's power to enforce this declaration shall in no way affect the power of any lot owner (or owners) 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.

Section 2. Severability. 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.

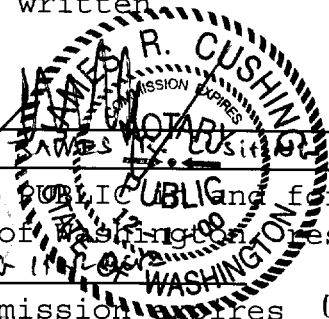
Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this declaration including the Declarant, their respective legal representatives, heirs, successors, and assigns, for a term of thirty(30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended successive periods of ten (10) years, unless an instrument terminating all covenants, which is signed by not less than the owners then owning ninety percent (90%) during the first thirty (30) years and seventy-five percent (75%) for any period thereafter, of the property subject to the declaration and any supplemental declaration shall have been recorded with the Lewis County Auditor. The covenants and restrictions of this declaration may be extended by an instrument signed by not less than the owner then owning ninety percent (90%) during the first thirty (30) years and seventy-five percent (75%) for a period thereafter of the property subject to the declaration and any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of the County of Lewis.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_, 1997.

  
 \_\_\_\_\_  
 CARL D. TEITGE-PRESIDENT  
 TEITGE, WILLIAMS & MCCOLLUM  
 INVESTMENTS, INC.

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF PIERCE )

On this OCTOBER 15, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CARL D. TEITGE-PRESIDENT OF TEITGE, WILLIAMS & MCCOLLUM INVESTMENTS, INC., the person who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned. Witness my hand and official seal hereto affixed the day and year first above written.

  
 \_\_\_\_\_  
 NAME: Carl D. Teitge  
 \_\_\_\_\_  
 NOTARY PUBLIC for the  
 State of Washington, residing  
 at 610 1st St  
 \_\_\_\_\_  
 my commission expires 12-1-03

**PARCEL A:**

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., EXCEPT THAT PORTION LYING NORTH OF A LINE DRAWN WEST, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, FROM A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 744 FEET NORTH FROM THE CENTERLINE OF SMITH ROAD, AS ESTABLISHED DECEMBER 29, 1980.

EXCEPT THAT PORTION DEEDED TO THE STATE HIGHWAY UNDER AUDITOR'S FILE NO. 784367, RECORDS OF SAID COUNTY AND STATE; EXCEPT THAT PORTION TO THE STATE UNDER CIVIL NO. 45992; EXCEPT FR 8 RIGHT OF WAY AND PORTIONS LYING SOUTH AND WEST THEREOF, AS SHOWN UPON THAT CERTAIN PLAN ENTITLED "SR 5, BELLINGHAM TO SMITH ROAD VICINITY", NOW OF RECORD AND ON FILE WITH THE DIRECTOR OF HIGHWAYS AT OLYMPIA.

**PARCEL B:**

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE EAST LINE OF SAID GOVERNMENTAL SUBDIVISION 480 FEET NORTH FROM THE CENTERLINE OF SMITH ROAD, AS ESTABLISHED DECEMBER 29, 1980; THENCE NORTH, ALONG THE SAID EAST LINE, A DISTANCE OF 264 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE THEREOF, A DISTANCE OF 165 FEET; THENCE SOUTH, PARALLEL WITH TO THE EAST LINE OF SAID GOVERNMENTAL SUBDIVISION, A DISTANCE OF 264 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE THEREOF, A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE POINT ON THE EAST LINE OF SAID GOVERNMENTAL SUBDIVISION, 744 FEET NORTH FROM THE CENTERLINE OF SMITH ROAD, AS ESTABLISHED DECEMBER 29, 1980; THENCE WEST, PARALLEL TO THE NORTH LINE THEREOF, A DISTANCE OF 659 FEET, MORE OR LESS, TO THE WEST LINE OF SAID GOVERNMENTAL SUBDIVISION, AND TERMINUS OF HEREIN DESCRIBED LINE.

EXCEPT RIGHT OF WAY FOR SMITH ROAD LYING ALONG THE SOUTH LINE THEREOF, AND ALSO EXCEPT THAT PORTION, IF ANY, CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 30, 1971, UNDER AUDITOR'S FILE NO. 1102441.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**PARCEL A:**

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., EXCEPT THAT PORTION LYING NORTH OF A LINE DRAWN WEST, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, FROM A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 744 FEET NORTH FROM THE CENTERLINE OF SMITH ROAD, AS ESTABLISHED DECEMBER 29, 1980.

EXCEPT THAT PORTION DEEDED TO THE STATE HIGHWAY UNDER AUDITOR'S FILE NO. 784367, RECORDS OF SAID COUNTY AND STATE; EXCEPT THAT PORTION TO THE STATE UNDER CIVIL NO. 45992; EXCEPT FOR 8 RIGHT OF WAY AND PORTIONS LYING SOUTH AND WEST THEREOF, AS SHOWN UPON THAT CERTAIN PLAN ENTITLED "SR 5, BELLINGHAM TO SMITH ROAD VICINITY", NOW OF RECORD AND ON FILE WITH THE DIRECTOR OF HIGHWAYS AT OLYMPIA.

EXCEPT THE EAST 20 FEET FOR SHIELDS ROAD; AND EXCEPT RIGHT OF WAY FOR SMITH ROAD, LYING ALONG THE SOUTH LINE THEREOF.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL B:**

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE EAST LINE OF SAID GOVERNMENTAL SUBDIVISION 480 FEET NORTH FROM THE CENTERLINE OF SMITH ROAD, AS ESTABLISHED DECEMBER 29, 1980; THENCE NORTH, ALONG THE SAID EAST LINE, A DISTANCE OF 264 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE THEREOF, A DISTANCE OF 165 FEET; THENCE SOUTH, PARALLEL WITH TO THE EAST LINE OF SAID GOVERNMENTAL SUBDIVISION, A DISTANCE OF 264 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE THEREOF, A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE POINT ON THE EAST LINE OF SAID GOVERNMENTAL SUBDIVISION, 744 FEET NORTH FROM THE CENTERLINE OF SMITH ROAD, AS ESTABLISHED DECEMBER 29, 1980; THENCE WEST, PARALLEL TO THE NORTH LINE THEREOF, A DISTANCE OF 659 FEET, MORE OR LESS, TO THE WEST LINE OF SAID GOVERNMENTAL SUBDIVISION, AND TERMINUS OF HEREIN DESCRIBED LINE.

EXCEPT THE WEST 20 FEET FOR SHIELDS ROAD.

EXCEPT RIGHT OF WAY FOR SMITH ROAD LYING ALONG THE SOUTH LINE THEREOF, AND ALSO EXCEPT THAT PORTION, IF ANY, CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 30, 1971, UNDER AUDITOR'S FILE NO. 1102441.

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