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Whatcom County, WA

Request of: STONEYFIELD

After Recording Return to:

Peter Klootwyk
c/o Shropshire Law Firm, PLLC
1223 Commercial Street
Bellingham, WA 98225Document Title: Declaration of Covenants, Conditions, Reservations
and Restrictions of the Plat of Stoneyfield RidgeDeclarant: Stoneyfield, LLC, a Washington limited liability
company

Abbreviated Legal: Lots 1 - 9, Plat of Stoneyfield Ridge, Vol. __, Pg. __

Assessor's Tax Parcel ID Number(s): 390218040187
*government lot 3, Section 18, Township 39 North, Range
East 2, W.M. Except the North 41 Rods thereof, Except the South 12
acres thereof, and Except the East 2 acres thereof,
except roads. Whatcom County, Washington***DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS OF THE
PLAT OF STONEYFIELD RIDGE****A. RECITALS**

This Declaration is made with reference to the following facts and conditions:

1. The undersigned Declarant is the Owner in fee simple of the identified and described real property set forth in Exhibit A hereto and depicted in Exhibit B hereto, hereinafter collectively referred to as the "Subdivision".
2. Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, to provide for necessary maintenance and enhancement of the Subdivision and to provide for the formation of a Community Association in the form of a nonprofit corporation which includes as its members those persons who purchase any Lot within the Subdivision.

B. DECLARATION

The Declarant hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall endure and be binding upon the respective Owners of each Lot or Parcel within the Subdivision, and the Declarant further declares that all of the property within the Subdivision described herein is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be

binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

1. LAND CLASSIFICATION AND DEFINITIONS

The following words and classifications of land shall have the following meanings under this Declaration:

1.1 **Lot**: Any Parcel of real property within the boundaries of the Subdivision identified by Arabic numerals and designated for the location and construction of a single-family residence.

1.2 **Tract or Parcel**: Any Parcel of real property within the boundaries of the Subdivision not consisting of a Lot nor of real property dedicated to Whatcom County and or the City of Bellingham.

1.3 **Person**: Any individual, firm, corporation, partnership, Association, unincorporated Association or other legal entity.

1.4 **Owner**: Any person holding either fee title or a vendee's interest under a real estate contract as shown by the records of the Auditor of Whatcom County, Washington in a Lot or in a Parcel.

1.5 **Declarant**: Declarant, Stoneyfield LLC, a limited liability company, which is presently engaged in land development and land sales activity in Whatcom County, Washington, together with any successor in interest thereto.

1.6 **Common Properties**: Real property owned by the Declarant, which shall hereafter be transferred to the Association or otherwise dedicated on the face of the Plat for a common use, benefit and enjoyment by the Lot Owners and members of the Association

1.7 **Assessable Property**: Each individual Lot or Parcel, together with any Common Properties, which may be assessed for the County of Whatcom or any successors thereto.

1.8 **Improvements**: Improvements shall mean and include without limitation any buildings, out-buildings, private roads, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs and any other structure or landscaping.

1.9 **Resident**: (1) Each person lawfully residing on or in any part of the Assessable Property; and (2) members of the immediate family of each such person actually living in the same household with such person.

1.10 **Board**: The Board of Directors or other governing body designated for the Association.

1.11 **Association**: The community association of all Lot Owners, as more fully described in paragraph 6 hereof, which is being created concurrent with the execution or in accordance with the terms hereof in the form of a Washington nonprofit corporation.

1.12 **Stormwater Runoff Treatment & Flow Control Facility**: That certain Parcel of real property, shown on the plat of this Subdivision, which consists of a surface water detention facility for the purpose of managing and controlling the run-off of any surface water onto contiguous properties and a water quality facility to clean this water prior to its discharge. This Parcel shall be deemed a portion of the Common Properties.

1.13 **Neighborhood Entrance Sign**: This structure shall be deemed a portion of the Common Properties.

2. RESERVATIONS

2.1 Reservation of Easements. Easements for drainage, sewers, water pipes and utilities, stormwater runoff treatment & flow control facilities and services (including, but not limited to, water supply, electricity, gas, telephone and television) are hereby reserved over, under, upon, in and through all roadways and walkways, and over, under, upon, in and through those certain portions of Lots or Parcels as shown on the final plat map of the Subdivision in which are and/or shall be installed, laid, constructed, repaired, renewed, operated, maintained and inspected underground pipes, sewers, conduits, cables, wires and any and all necessary facilities and equipment for the purpose of serving the Subdivision, together with the right to enter upon said easement areas, Lots, Parcels, roads and walkways for or pertaining to the aforesaid. This reservation of easements is for the benefit of the Declarant and its successors in interest, as well as for the benefit of the City of Ferndale, Puget Sound Energy, Cascade Natural Gas Company, Verizon, Comcast, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

2.2 Reservation of Common Properties. The Common Properties as identified on the face of the Plat of the Subdivision shall be conveyed by the Declarant to the Association at such time as determined in the sole discretion of the Declarant, but in any event not later than the date upon which Declarant achieves the sale to Owners of at least seventy-five (75%) percent of the Lots within the Subdivision, and the Association shall thereafter be responsible for the maintenance and upkeep of the Common Properties.

3. GENERAL USE RESTRICTIONS AND REQUIREMENTS

3.1 Permanent Residential Purposes. All Lots within the Subdivision shall be used exclusively for permanent Residential purposes.

3.2 Recreational Vehicles. All boats, utility trailers, campers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept upon any Lot within the Subdivision shall at all times be enclosed within a garage or otherwise neatly stored behind the front wall line of the residence and reasonably screened from view from the street (or streets in the case of corner Lots) running in front of said Lot and also screened from view of adjacent Lots, nor shall any such items or vehicles be parked on any street within the Subdivision overnight.

3.3 Animals. 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, provided that they are not kept, bred or maintained for commercial purposes. Dangerous or obnoxious animals will be dealt with in accordance with appropriate city or county agency regulations.

3.4 Signs. No signs or 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. Irrespective of the foregoing, the Declarant may display post signs, billboards or other advertising materials on or about any unsold Lot or Lots until Declarant has sold all Lots within the Subdivision. In addition thereto, the Declarant, and any Owner or such Owner's agent, may subsequently advertise any Lot for sale, and, furthermore, an Owner may display signs of a political nature, promoting a candidate or a political proposition, during periods of political campaigns.

3.5 Garbage/Refuse. No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's Lot or any other property within the Subdivision, except in appropriate covered trash receptacles. Each Owner shall keep such Owner's Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist,

nor maintain any tangible objects that are unsightly in appearance to exist, on any Lot or Parcel within the Subdivision.

3.6 Vehicles. All automobiles and all other permitted vehicles, if kept or parked on any Lot or otherwise within the Subdivision, shall be in good order and in working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot nor shall they be maintained within the Subdivision, unless enclosed in a garage or otherwise completely screened from view from outside the Lot.

3.7 Antennas. No television or radio antenna of any kind, which extends more than ten feet above the roofline of the residence, shall be permitted on any Lot, unless the same is substantially screened from view from outside the Lot.

3.8 Fences. Fences shall be considered part of landscaping and are subject to approval by the Design Review Committee. (see 5.1) Wire and/or chain link fences are not acceptable for front yards, facing the street. Wire and/or chain link fences may in no case exceed four (4) feet in height from the ground, without specific approval by neighbors on all adjoining Lots and the Design Review Committee or Association as appropriate.

3.9 Protection of Views. In order that existing and future views from individual Lots may be protected to the extent practical, no trees or shrubs may be planted or maintained on any Lot that interfere with the Mount Baker view of another Lot within the Subdivision. It is the responsibility of the Owners of such trees to remove them or keep them trimmed to comply with this section. Good neighbors should resolve this with a simple request. In the event a neighbor does not comply with this section, an appeal may be made to the Design Review Committee or Association. In the event that a neighbor does not comply with the decision of the Design Review Committee or Association, an offended Owner or Owners may seek redress in Whatcom County Superior Court to enforce the intent and purpose of this section.

3.10 Surface Water Run-Off. 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.

3.11 Damaged Improvements. No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of four months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within said four month period and shall be completed in accordance with the provisions of Paragraph 4.1 hereof; provided, however, that said four month period shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject Owner and in the event that the subject Owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

3.13 Home Businesses. Businesses including but not limited to dog care & grooming, group homes, elder care, beauty shop, day care and auto repair, which regularly require customers / clients to regularly come to the home are not authorized. Businesses that are conducted with phone, facsimile and computers, without consistent visitors, are acceptable, subject of course to applicable zoning laws and regulations.

3.14 Accessory Buildings. Accessory Buildings such as but not limited to, storage buildings or shops require approval by the Design Review Committee even though they may not require a building permit.

3.15 Right to Farm. The Subdivision is within or near designated agriculture lands or farm operations upon which a variety of commercial activities may occur that are not compatible with

Residential development for certain periods of limited duration. Property Owners may be subject to inconveniences or discomforts arising from such operations, including, but not limited to, noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during any 24-hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Whatcom County has determined that the use of real property for agricultural operations is a high priority and favored use and will not consider to be a nuisance those inconveniences or discomforts arising from farm operations, if such operations are consistent with the commonly accepted good management practices and otherwise comply with local, state, and federal laws.

4. CONSTRUCTION

4.1 Time For Completion. Construction of all improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of an improvement shall be twelve months from the date construction commences, which is defined as the date building materials are first delivered to the Lot for such purpose. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped.

4.2 Height Restrictions. The residence constructed on Lots 7 and 8 shall not exceed twenty-one (21) feet as measured from highest point of pre-developed grade, adjacent to the foundation, to the highest point on the structure. This ruling may be reviewed and changed by declarant, as long as it would not negatively impact other property owners.

4.3 Size of structure. The minimum size of any proposed Residential structure on all Lots shall be 1,800 SF, excluding garage.

4.4 Siting of Homes/Obstruction of Views. In addition to maintaining setbacks specified by the City of Ferndale, residences constructed on Lots 3, 4, 5, and 6 are to be staggered three feet to the north, from the rear of the main foundation of the home, starting at lot 3. Siting of new homes is subject to approval by Declarant, Design Review Committee or the Association (see 2.2, 5.1, and 6.2).

5. DESIGN REVIEW COMMITTEE

5.1 General. Construction of improvements, including landscaping and fencing, on any Lot within the Subdivision shall be subject to the prior approval of a Design Review Committee (hereinafter Committee), which may be composed of two representatives of, and chosen by, the Declarant. The Declarant may be a third member of this Committee, solely at the choice of the Declarant. The members of the Committee shall charge no fees for participation. In any event not later than the date upon which Declarant achieves the sale to Owners of at least seventy-five (75%) percent of the Lots within the Subdivision, and Committee shall become the responsibility of the Association.

No improvements shall be erected, placed or altered on any Lot until the construction plans, specifications, site plan showing the location of all proposed improvements (including driveway specifics) on the Lot and a general landscaping plan have been approved by the Committee, or Association. The approval or disapproval of the Committee as to such construction plans, specifications, site plan and landscaping plan shall be based upon the quality of materials to be utilized in construction, the harmony of the external design and color scheme of the proposed improvements with other existing improvements within the Subdivision and the location and bulk of the improvements with respect to topography, finished grade elevation, view, orientation in relation to the Sun, orientation to other dwellings and compliance with the provisions of Paragraph 4.2 -4.4 hereof.

5.2 Approval/Disapproval. Mobile, Modular or Manufactured homes or similar structures are specifically prohibited.

5.3 Conditional Approval. Any approval given by the Committee may be conditioned upon compliance by the applicant with any reasonable condition which the Committee deems appropriate, including, without limitation, the posting of bonds or other acceptable security in order to ensure performance by the applicant in accordance with the construction plans, specifications, site plan and landscaping being approved.

5.4 No Liability. Neither the Committee, nor any member thereof nor any successor thereto, shall be liable to any person for any action taken by the Committee or for any failure to act by it under or pursuant to the provisions of this Declaration, so long as the Committee, the members thereof and any successors thereto act in good faith and without malice.

5.5 Expiration. Neither the Committee nor any members appointed to it shall have any responsibility with regard to this Declaration after five years from the date hereof or upon the sale by the Declarant of the last Lot owned by it, or by its successor in interest, in the Subdivision, whichever event occurs later. Notwithstanding the foregoing, in the event that the Association determines by an affirmative vote of seventy-five (75%) percent of the Owners thereof then or at any time thereafter that the Committee or any successor thereto shall remain in existence following the expiration of the term of the Committee as herein before set forth, then the Association may constitute such Committee or successor organization as it deems necessary in order to continue the function of the Committee as set forth in this section or as then modified.

6. COMMUNITY ASSOCIATION

The Declarant shall form a community association, designated herein as the Association, to include as its members all Owners of any Lot within the Subdivision. This Association shall be a nonprofit corporation pursuant to Title 24 of the Revised Code of Washington and shall be known as "Stoneyfield Ridge Community Association". For voting purposes, each Lot will be entitled to 1 vote.

6.1 Purpose. The purpose of the Association shall include, without limitation, the furtherance and promotion of the common welfare of the Owners of any Lot or Parcel within the Subdivision; the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Properties within these Subdivisions for which there is a private maintenance obligation to be shared in common by the Association members; the regulation, maintenance and repair of facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the members and of their Lots within the Subdivision, including, but not limited to, the operation, maintenance and use of property held or controlled by the Association; payment of taxes, if imposed, on Common Properties and improvements; and the furnishing of protection and preservation of the interests of the Lot Owners for the common good.

6.2 Creation and Transfer of Control. The Association shall be organized at the instance of the Declarant, and each Lot Owner shall be a member of the Association. The Declarant shall designate and appoint a governing Board of the Association until such time as the Declarant has sold seventy-five (75%) percent of its Lots within these Subdivisions. When seventy-five (75%) percent of such Lots owned by the Declarant have been sold by the Declarant, the control of the Association shall be turned over to the members, and the members shall elect from their number the governing Board of the Association, as determined by the Articles of Incorporation and By-laws of the Association. Irrespective of the foregoing, the Declarant, at its sole and exclusive option, may elect at any time prior to the sale of seventy-five (75%) percent of its Lots within these Subdivisions to transfer control of the Association to the members thereof.

6.3 Conveyances. The Declarant shall transfer and convey by deed or by such other applicable instrument all Common Properties and easements as hereinbefore identified to the Association, subject to the reservations impressed upon these Common Properties and easements by

this Declaration. This conveyance shall be made after the Association has been created and construction on the Common Properties and easements has been completed, specifically at the time specified in paragraph 6.2 herein. At such time as the Declarant conveys the Common Properties and easements to the Association, and at all times subsequent thereto, the Association shall be responsible for the maintenance and upkeep of the Common Properties and easements at its sole and exclusive expense. Such obligation shall include, without limitation, responsibility for maintenance of all Common Properties, common improvements and easements as identified herein and on the face of the final plats of the Subdivision. Specifically, and also without limiting the foregoing, the Association shall be responsible for: (a) the maintenance of landscaping of trails, open space or reserves held as Common Properties within the platted boundaries of the Subdivision, (b) the maintenance of stormwater runoff treatment & flow control facilities, and the operation and maintenance of, and for potential liability arising from, other Common Properties. The Association shall ensure that a registered engineer submits an annual inspection and certification of the adequacy of the storm water treatment and conveyance systems. Should the periodic inspections identify any deficiencies, the engineering professional shall identify measures required to rectify the deficiency in the report to the city. Any required repair, maintenance, or restoration associated with Common Properties shall be the responsibility of the Association.

6.4 Assessments and Liens. At the time of formation, the Association will establish rules regarding assessment and collection of dues in the Subdivision for the common benefit of such Lots.

7. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or Tax Foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous Owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

8. ENFORCEMENT

The Association, the Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. The failure of the Association, of the Declarant or of any Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

9. 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 assigns, all of the risks and hazards of Ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to any Common Properties, public paths, streams or other water courses.

10. AMENDMENT TO DECLARATION

Each and every provision of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforced by, the Association, the Declarant, the Owners of any Lots subject hereto, their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or amending this Declaration is signed by not less than seventy-five (75%) percent of the Owners of all Lots within the Subdivision, which instrument shall then be filed of record with the Whatcom County Auditor. During the first ten (10) year term hereof, this covenant may be amended by an instrument signed by not less than seventy-five (75%) percent of the Owners of all Lots within the Subdivision. Any such amendment shall take effect upon being recorded with the Whatcom County Auditor.

Amendments to or termination of this Declaration will in no way affect:

- 1) The on going obligation of the Lot Owners, in common to care for and maintain all improvements located in the Common Properties as identified on the face of the Plats of the Subdivision, and all landscaping and all above ground landscaping related improvements located with in the public right of way;
- 2) Any of the easements described in paragraphs 2.1 and 2.2 herein.

11. SEVERABILITY

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

12. PARAGRAPH HEADINGS

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

13. NO WAIVER

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 10 day of July, 2007.

DECLARANT:

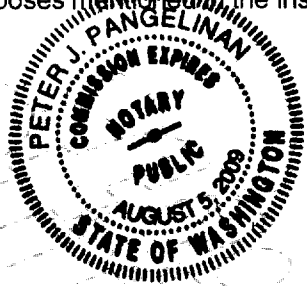
STONEFIELD, LLC

Peter Klootwyk member LLC
Peter Klootwyk, Manager

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Peter Klootwyk signed this instrument, and on oath stated that he is authorized to execute the instrument as the Manager of Stoneyfield Ridge, LLC and acknowledged such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: July 10, 2007

Signature of Peter J. Pangelinan
Notary Public: Peter J. Pangelinan
My appointment expires: 08-05-2009

EXHIBIT A
(Legal Description of Subdivision)

UNOFFICIAL COPY

EXHIBIT B
(Depiction of Subdivision)

