



Request of: BRAITHWAITE

**RETURN DOCUMENT TO:**

DAVID BRAITHWAITE  
P.O. Box 2394  
FERNDALE, WA 98248

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

**DOCUMENT TITLE(S):**  
VISTA MEADOWS LONG PLAT PHASE I CCR'S  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S)  
BEING ASSIGNED OR RELEASED:**

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

**GRANTOR(S)**

DAVID BRAITHWAITE  
TANYA BRAITHWAITE

Additional grantor(s) can be found on page \_\_\_\_\_ of document.

**GRANTEE(S):**

DAVID BRAITHWAITE  
TANYA BRAITHWAITE

Additional grantee(s) can be found on page \_\_\_\_\_ of document.

**ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)**

A PORTION OF THE S.E. 1/4 OF SECTION 19, T.39N., R.2E.  
CITY OF FERNDALE, WHATCOM COUNTY, WASHINGTON

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

**ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER:**

390219511160000

Additional numbers can be found on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
VISTA MEADOWS PHASE 1, MULTI- FAMILY LOTS 1-3

These covenants, conditions and restrictions have been established to set a consistent pattern for the mutual enjoyment of each subsequent purchaser's property within the subdivision. They are designed to protect and enhance property values, desirability and the aesthetics of the subdivision. All of the covenants, conditions and restrictions shall run with the land and become binding to any party holding title to the lots.

**I GENERAL USE RESTRICTIONS AND REQUIREMENTS**

- 1.1 Lots are zoned for multi-family use only. No temporary uses as a residence are allowed. No commercial uses are allowed.
- 1.2 Each multi-family unit shall be a minimum of 900 square feet, and include an attached garage for at least 1 car. Each unit shall have 2 on-site parking spaces. Carports are not permitted. Lots 2&3 agree to share use and maintenance of their joint access.
- 1.3 All construction is to be completed within 9 months from start date; with an additional 3 months to complete landscaping allowed.
- 1.4 Signs are not permitted on any lot or displayed in any window visible from the street other than 1 sign with a maximum size of 1.5 square feet listing the owner and/or address of the lot. Signs offering the property for sale or for rent will be allowed, but each sign must not exceed 2 square feet.
- 1.5 No antennas will be allowed without prior written approval from the Architectural Review Committee. No satellite dishes will be allowed without prior written approval from the ARC.
- 1.6 Owners of each individual lot agrees to keep lots free of debris and mowed regularly. No personal property or vehicles is to be stored on the lot except during the course of construction. (see 1.3) Lots are to be kept in a condition as to not detract from other properties in the development.
- 1.7 Vehicles are to be kept in good working condition. Partially wrecked vehicles, disabled vehicles or vehicles without current license tabs are not allowed on the street or visible from the street. Vehicles are not allowed to be parked in any front, side or rear yard area; only in the garage or on the driveway. Boats, trailers and trucks over 16,000 GVW are not to be parked on the street or in driveways or yards. They may be parked in garages. Trailers must be attached to a vehicle to park on the street. Trailers and truck with advertising on them are not to be parked on the street or in driveways or yards; they will be allowed during course of construction and for delivery, pick-up or repair only.
- 1.8 Fencing must be approved by the ARC for height, material, finish or color and type.
- 1.9 Holiday decorations must be removed within 30 days of the particular holiday or celebration. Consideration of neighbors should be exercised when decorating for any occasion. All holiday lighting should be considered temporary and may not be installed prior to 40 days of the holiday. Audio must not be heard beyond the limits of the lot. Hours of lighting may be restricted.
- 1.10 Only domesticated animals will be allowed with a limit of 3 animals total per household. Animals must be restrained at all times. Unreasonable noise and nuisance animals will not be allowed. Owners must be in control of their pets, and are financially responsible and liable for any damage caused by said pet.
- 1.11 Trash and recycling containers must be stored out of site or screened from view. Containers are to be placed and removed from curbside within 24 hours of scheduled pick-up.

## II FORMATION OF HOMEOWNER'S ASSOCIATION

2.1 Each lot is part of a Homeowner's association. There is one membership and one vote per lot. Membership transfers with title transfer only. A 60% majority vote is required to adopt bylaws and rules or regulations. Each lot owner is required to abide by the rules and regulations.

2.2 Maintenance of the storm water facilities and landscaping of common areas will transfer from the general contractor to a Homeowner's Association as soon as 60% of the lots have had their titles transferred to other parties. At this time a Homeowner's association will be created. The Homeowners Association (or HOA) is set-up to maintain common areas and the storm water facilities. The HOA will maintain all common areas of landscaping. The HOA will properly maintain and monitor the storm water facilities associated with lots 1-7 and phase II lots 8-16. Each lot will be required to pay a proportional share of maintenance based on its square footage and percentage of the basin. This amount will be set initially by the ARC, and adjusted in the future by the HOA. A separate more detailed storm water facility maintenance plan is attached. Maintenance, monitoring and record keeping must be done by the HOA as per the storm water facility maintenance plan. The City of Ferndale requires annual inspection and certification to the City by a registered engineer of the adequacy of the storm water treatment and conveyance systems. Should the periodic inspections noted above 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 areas shall be the responsibility of the HOA.

## III ARCHITECTURAL REVIEW COMMITTEE


3.1 An Architectural Review Committee (or ARC) will be established. There will be 3 committee members that serve without pay. The initial members are David Braithwaite, Tanya Braithwaite and Ron York. The mailing address for the ARC is P.O. Box 2394 Ferndale, WA 98248. Plans for each lot must be submitted to the ARC for review prior to construction. The ARC will review the plans and issue a response in a timely fashion. The ARC has the right to approve or disapprove any building plans. The ARC will review the building height, roof pitch, exterior colors, siding, roofing, fencing, landscaping and any accessory building or play structures. The intent of the ARC is to maintain property values by only allowing structures of a similar quality, and design as other buildings in the subdivision. The ARC will not allow vinyl or metal siding or stucco. Roofing materials must be approved and come with a minimum 25 year warranty. All exterior colors must be approved. Re-painting exterior colors must be approved unless they are substantially similar to the original. Landscaping must be approved. The ARC may adopt additional bylaws and rules as it deems necessary. Each lot owner shall abide by these bylaws and rules. Any decisions made by the ARC are final. ARC members shall not be liable to any party for any action or failure to act on any provisions of the covenants, conditions, restrictions or any bylaws.

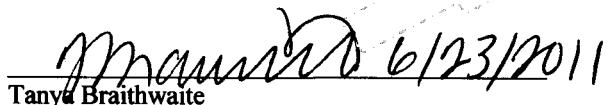
## IV MISCELLANEOUS PROVISIONS

4.1 SEVERABILITY. If any of the covenants, conditions or restrictions are ruled invalid, all other portions will remain in full force and effect.

4.2 NO WAIVER. Failure to enforce any covenant, condition or restriction shall not operate as a waiver of any such covenant, condition or restriction or any other covenant condition or restriction.

4.3 ENFORCEMENT. Any party with an interest in the property including the Homeowner's association may bring action to enforce compliance with the covenants, conditions or restrictions. The prevailing party or parties shall be awarded costs including reasonable attorney's fees.

 6/23/2011  
David Braithwaite

 6/23/2011  
Tanya Braithwaite