

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS That LARRABEE REAL ESTATE COMPANY, a corporation, the owner of all of the following described real property, situated in Whatcom County, Washington, to-wit:

Lots 17 to 28, both inclusive, Block 1 and Lots 6 to 26, both inclusive, Block 2, of the Park Ridge Addition to the City of Bellingham, Division No. 2.

does hereby declare that the following restrictions shall apply to all of the above described property and shall apply to said property as though the said restrictions were placed in each and every deed or other instrument effecting the title to said property, or any part thereof.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two (2) cars.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: Provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. (Note: The manner of appointment or election of said committee, its duties and authority, its continuation, and the names of its members shall be placed of

record in a separate instrument. Each owner shall have votes equal to the number of lots owned.)

3. No building shall be located on any residential building plot nearer than thirty (30) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 85 feet at the front building setback line.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No persons of any race other than the White or Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No dwelling costing less than \$3,500.00 shall be permitted on Lots 17 to 28, both inclusive, Block 1 and Lots 6 to 12, both inclusive, Block 2 and Lots 17 to 26, both inclusive, Block 2 of this tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure. No dwelling costing less than \$4,000.00 shall be permitted on Lots 13 to 16, both inclusive, Block 2 of this tract. The ground floor area of the main structure,

exclusive of one-story open porches and garages, shall not be less than 850 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one and one-half, two, or two and one-half story structure.

9. An easement is reserved over the rear ten feet of each lot for utility installation and maintenance.

10. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1964, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

11. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the hand and seal of this corporation this 30th day of January, 1941.

LARRABEE REAL ESTATE COMPANY

By *Jack Templin*

Vice President

ATTEST: *Harold Stevenson*

Assistant Secretary

STATE OF WASHINGTON }

COUNTY OF WHATCOM }

ss.

On this 30th day of January, 1941, before me personally appeared JACK TEMPLIN and J. HAROLD STEVENSON, to me known to be the vice president and assistant secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Florence Proctor*  
Notary Public in and for the State of  
Washington, residing at Bellingham.

Received for record at 3:44 PM Jan. 30, 1941  
at request of *Larrabee Real Estate Co.*  
Philly A. Snyder, Auditor Whatcom Co., Wn.

