

KNOW ALL MEN BY THESE PRESENTS THAT

R.A. NIENABER and SELMA NIENABER , his wife and H.F. BUSCH,  
a divorced man and P.A. FRICK and EDNA M. FRICK, his wife - -

do hereby declare

the following protective restrictions as established pertaining to all of the property located in Whatcom County, Washington, described as follows:

Lots five (5), six (6), seven (7), eight (8) and Nine (9), in Block One (1) All of Blocks two (2), three (3) five (5), six (6) seven (7), eight (8) nine (9) and ten (10) Seamount Addition, as per plat recorded in Volume 8 of Plats, page 26, records of said county.

1. All lots in the said tract shall be known and described as residential lots; No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and one private garage or carport for not more than two cars in architecture harmonious with dwelling.

2. Residential structures shall be used for residential purposes only.

3. No persons of any race other than the White or Caucasian Race shall use or occupy any building or any lot.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on a residential lot 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.

6. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within eight months from the date of commencement of construction and shall be connected to septic tanks or public sewer. Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health and local governmental authorities.

7. All residential lots shall be kept clear of growth that may be or might become objectionable to owners of other residential lots.

8. Owners or occupants of residential lots shall not allow the accumulation of rubbish or garbage upon their lot. Owners shall provide for the removal of garbage at least once each week.

9. No fence, wall, hedge or mass planting, except foundation planting shall be permitted to extend nearer to any street than the line of the side of the house as extended to the lot line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall.

10. No live poultry or animals shall be permitted on said property other than song birds, dogs or cats as household pets.

### 11. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$6,500 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

### 12. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 3 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

### 13. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet, except that a dwelling may be erected or placed on lots numbered as shown on the recorded plat.

### 14. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

### 15. GARAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept

except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16.

No fence, wall, hedge or massplanting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than 2' above the finished grade at the back of the said retaining wall.

#### 17. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The architectural control committee is composed of R.A. NIENABER, H.F. BUSCH and WM. T. FOLLIS.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

These covenants are to run with the land and shall be binding on the undersigned, and all persons claiming under it until January 1st, 1975, 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.

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 residential lot or lots to prosecute any proceeding 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. The undersigned shall not be obligated to enforce any of the terms of this agreement, and all instruments of conveyance executed by the undersigned with respect to any residential lot shall be deemed subject to the covenants as herein set forth, and the undersigned shall not become or be liable for breach of said covenants by any other than itself.

Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made and accepted such deed, contract or lease, subject to all restrictions, conditions, covenants, and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors, and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee, purchaser or lessee.

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

IN WITNESS WHEREOF the undersigned executes this instrument

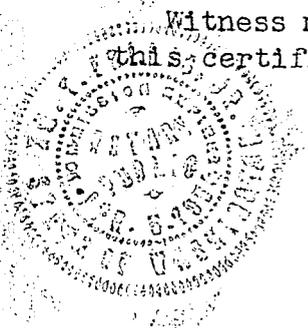
this 20th day of June 19 53

*R.A. Nienaber*  
*H.F. Busch*  
*Selma Nienaber*  
*P.A. Frick*  
*Edna M. Frick*

STATE OF WASHINGTON )  
                  *Whatcom* ) ss.  
Count of ~~Whatcom~~ )

On this 20th day of June , A.D. 1953, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R.A. NIENABER and SELMA NIENABER, his wife and H.F. BUSCH, a divorced man, and P.A. FRICK and EDNA M. FRICK, his wife - - to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their 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 in this certificate above written.



*Wm. F. Collins Jr.*  
Notary Public in and for the State of Washington,  
residing at ~~Seattle~~  
*Bellingham*

Received for record at 3:00 P M JUL 7 1953  
at request of WHATCOM CO. ABSTRACT CO.  
Will D. Pratt, Auditor Whatcom Co. Wash

See Restrictions see Vol 390 of deeds Page 163 - July 7-1953

# Seamount

March 1953

1"=100'

DON. H. EVANS, INC.  
CIVIL ENGINEERS

I, Treasurer of the Town of Ferndale, Whatcom County, Washington, do hereby certify that I am the officer in charge of the collection of special assessments levied by the Town of Ferndale on all land embraced in this Plat and that all delinquent special assessments for which the property embraced in this Plat may be liable at this date and that all special assessments assessed against the property in this Plat, which under said Plat become streets, alleys, and other public places have been paid.

*H. Lejae*  
Treasurer of the Town of Ferndale

### DESCRIPTION

This plat of SEAMOUNT embraces all of the North-west 1/4 of the Southeast 1/4 of Section 19, Township 39 North, Range 2 East, W.M.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, owners in fee simple and mortgagees of the land hereby platted, hereby declare and dedicate to the public forever all streets and avenues shown hereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of the streets and avenues.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 4th day of March, A.D. 1953

*R.A. Nienaber*  
*Selma Nienaber*  
*H.F. Busch*  
*Edna M. Frick*  
*James Robertson*  
Mt. Baker Savings and Loan Association of Bellingham  
Secretary

### ACKNOWLEDGMENT

STATE OF WASHINGTON } SS  
COUNTY OF WHATCOM }

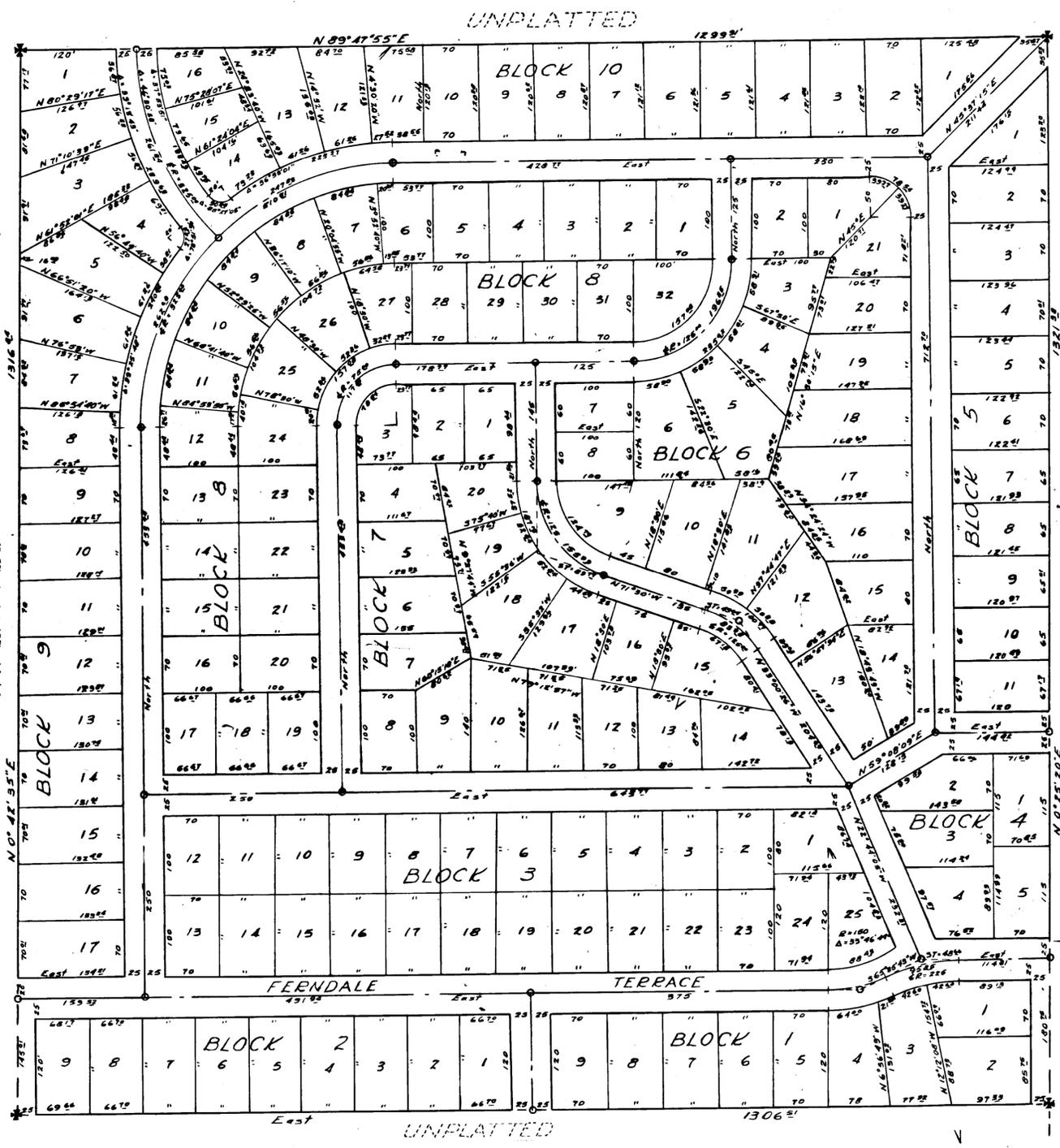
THIS IS TO CERTIFY that on this 4th day of March, A.D. 1953, before me, the undersigned, a NOTARY PUBLIC, personally appeared R.A. Nienaber and Selma Nienaber, his wife, H.F. Busch, a single man, Edna M. Frick, his wife, and S. Blanton Luther & James Robertson Vice-President and Secretary, respectively, of the Mt. Baker Savings and Loan Association of Bellingham, a corporation organized under the laws of the State of Washington, known to me to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as a voluntary act and deed for the uses and purposes therein mentioned, and said S. Blanton Luther & James Robertson, being duly sworn, do say that they were authorized by said corporation to execute said Plat and that the seal affixed is the seal of that corporation.

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

*Wm. J. ...*  
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham

I hereby certify that this plat of SEAMOUNT is based on an actual survey and subdivision of Section 19, Township 39 North, Range 2 East, W.M. and that the courses and distances are shown correctly hereon.

*Don. H. Evans*  
Certificate No. 916  
Renewal No. 5140073650  
January 1, 1954



LEGEND  
Concrete Monument  
Pipe Monument

I hereby certify that the within plat of SEAMOUNT a subdivision in the Town of Ferndale was duly approved by the Mayor and Town Council of the Town of Ferndale by ordinance No. 288, approved this 4th day of March, A.D. 1953.

Attest:  
*Daisy ...*  
Mayor  
*Paul ...*  
Town Clerk

Examined and approved by me this 4th day of March, A.D. 1953.

*James ...*  
Ferndale City Engineer

I, Baulah Johnson, County Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of the land embraced within this Plat and all delinquent assessments have been fully paid as shown in the records of my office. 3-9-53

*Baulah Johnson*  
County Treasurer  
Whatcom County, Washington

Filed for record at the request of City Engineer ... this 5th day of March, A.D. 1953, at ... minutes past 9:00 AM, and recorded in Volume ... of Plats, page 27, of Whatcom County, Washington.

Examined and approved this 5th day of March, A.D. 1953.  
Ferndale Town Planning Commission

*J.W. Siddle*  
Chairman

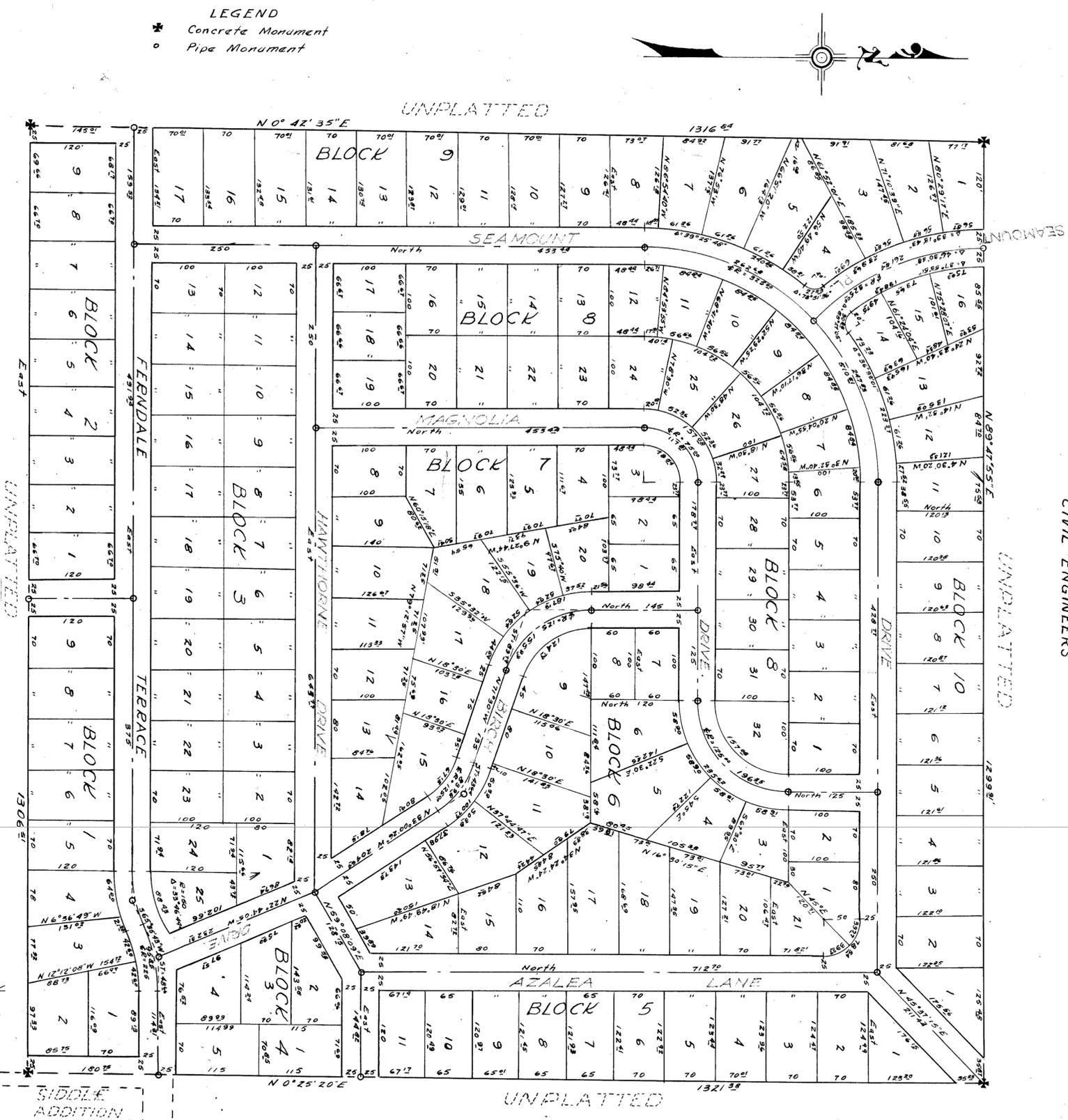


March 1953

Don. H. Erms, Inc.  
CIVIL ENGINEERS

# Seamount

1"=100'



I, H. S. Legge, Treasurer of the Town of Ferndale, Whatcom County, Washington, do hereby certify that I am the officer in charge of the collection of special assessments levied by the Town of Ferndale on all land embraced in this Plat and that all delinquent special assessments for which the property embraced in this Plat may be liable at this date and that all special assessments assessed against the property in this Plat which under said Plat become streets, alleys, and other public places have been paid.

*H. S. Legge*  
Treasurer of the Town of Ferndale

### DESCRIPTION

This plat of SEAMOUNT embraces all of the North, West 1/4 of the Southeast 1/4 of Section 19, Township 39 North, Range 2 East, W.M.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, owners in fee simple and mortgages of the land here by platted, hereby declare and dedicate to the public forever all streets and avenues shown hereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reason-able grading of the streets and avenues.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of March, A.D. 1953

*N. A. Penaber*  
N. A. Penaber  
Mt. Baker Savings and Loan Association, Treasurer  
*R. F. Borek*  
R. F. Borek  
Secretary

### ACKNOWLEDGMENT

STATE OF WASHINGTON } SS  
COUNTY OF WHATCOM

THIS IS TO CERTIFY that on this 4th day of March, A.D. 1953, before me, the undersigned, a Notary Public, personally appeared R. A. Menaber and Selma Menaber, his wife, H. F. Busch, a singleman, P. A. Fricke and Edna M. Fricke, his wife, and J. Bolton Lither, James Robertson Vice-President and Secretary, respectively, of the Mt. Baker Savings and Loan Association, of Bellingham, a corporation organized under the laws of the State of Washington, known to me to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned, and said J. Bolton Lither, James Robertson, being duly sworn, do say that the same were authorized by said corporation to execute said Plat and that the seal affixed is the seal of that corporation.

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

*Conrad Doe*  
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham

I hereby certify that this plat of SEAMOUNT is based on an actual survey and subdivision of Section 19, Township 39 North, Range 2 East, W.M. and that the courses and distances are shown correctly hereon.

*Tom H. Evans*  
Certificate No. 916  
Renewal No. 5140073650  
January 1, 1954

PLEASE NOTE:  
FROM DUFFY LAWYER & KUMPF

I hereby certify that the within plat of SEAMOUNT a subdivision in the Town of Ferndale was duly approved by the Mayor and Town Council of the Town of Ferndale by ordinance No. 488, approved this 4th day of March, A.D. 1953.

*Raymond M. Duffy*  
Mayor  
*Walter E. Kumpf*  
Town Clerk

Examined and approved by me this 4th day of March, A.D. 1953

*Tom H. Evans*  
Ferndale City Engineer

Filed for record at the request of City Engineer this 5th day of March, A.D. 1953, at 9:00 minutes past 9:00 AM, and recorded in Volume 8 of Plats, page 87, Records of Whatcom County, Washington.

Examined and approved this 5th day of March, A.D. 1953.

*J. W. Beckle*  
Chairman  
Ferndale Town Planning Commission



FILE # 53035