



RETURN DOCUMENT TO:

TEMBE LLC

1008 16TH STREET

BELLINGHAM, WA 98225

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

DOCUMENT TITLE(S):

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
for 500 Twelfth Street Townhouse Short Plat

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

Additional reference numbers can be found on page 1 and 2 of document.

GRANTOR(S)

TEMBE LLC
William T. Geyer and Ruth M. Geyer, Members

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

GRANTEE(S):

TEMBE LLC

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.)**

Lots 1, 2 & 3 of 500 Twelfth Street Townhouse Short Plat
as per Whatcom County Auditor File # 2021-0203807

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

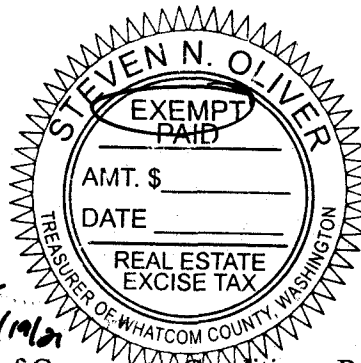
ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER:

370201-124464-0000, 370201-121455-0000, 370201-117452-0000

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.

WHEN RECORDED RETURN TO:
TEMBE LLC
1008 16TH STREET
BELLINGHAM, WA 98225



Document Title	Declaration of Covenants, Conditions, Restrictions and Easements
Grantor:	TEMBE LLC
Grantee:	TEMBE LLC
Legal Description:	Lots 1, 2 and 3 of 500 Twelfth Street Townhouse Short Plat
Assessor's Tax Parcel ID#	370201 124464 0000, 370201 121455 0000, 370201 117452 0000

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This Declaration of Covenants, Conditions, Restrictions and Easements (this "Declaration") is made this 9th day of February 2021 by William T. and Ruth M. Geyer, Members of TEMBE LLC, a Washington Limited Liability Company, with a mailing address of 1008 16th Street, Bellingham, WA 98225 ("Declarant").

I. RECITALS

- A. Declarant is the owner of certain real property described in Exhibit A (the "Subject Property") consisting of 5,730 square feet of land municipally known as 500, 502, and 504 12th Street, City of Bellingham, County of Whatcom, Washington.
- B. Declarant has subdivided the Subject Property into three (3) lots (the "Lots" known as the 500 Twelfth Street Townhouse Short Plat (the "Plat"). The Plat was approved and recorded at the Whatcom County Auditor's Office under Auditor's File No. 2021-0203807.
- C. Declarant hereby declares that all of the Subject Property shall be held, leased, encumbered, used, occupied, improved, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subject Property. These covenants, conditions, restrictions, and easements shall be binding on all parties having or acquiring any right, title or interest in the Subject Property and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, for and in consideration of the introductory Statement, which is deemed a material and substantive part of this Declaration, and ten Dollars (\$10.00) and other good and valuable consideration, Declarant hereby declares, grants, covenants, and agrees as follows.

II. DEFINITIONS

Plat: "Plat" shall mean the Plat Map of the Subject Property being the 500 Twelfth Street Townhouse Short Plat recorded at the Whatcom County Auditor's Office under Auditor's File No. 2021-0203807.

Lot: "Lot" shall mean any lot shown on the Plat.

Townhome: "Townhome" shall mean a privately owned dwelling unit, a part of, and adjacent to other similarly owned dwelling units separated by a common wall.

Common Wall: "Common Wall" shall mean the devising wall erected upon the property boundary line separating one Townhome in a Building from another Townhome.

Building: "Building" shall mean a structure containing three (3) Townhome units, constructed on multiple Lots, with a Common Wall located at the common property boundary line between such Lots.

Owner: "Owner" shall mean the Person(s), including Declarant, holding fee simple title of record of any Lot, including contract sellers, but excluding persons having only a security interest.

Occupant: "Occupant" shall mean any tenant, guests, invitee, or permittee of an Owner.

Person: "Person" shall mean a natural person, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or any combination thereof.

III. ARCHITECTURE

- A. Control. To promote a neat, desirable, and attractive appearance of all buildings and Lot(s), the Owners shall be jointly responsible and entrusted to ensure any and all repair, replacement, restoration, and maintenance done to a Building or Lot shall be performed to a high standard of workmanship and shall harmonize with the original construction or improvement thereof.
- B. Approval. No Owner or Occupant shall be permitted to alter the exterior appearance (excluding color) of a building, or fence, doors, windows, awnings, or other portions of a Building visible from outside without written consent from all Owners.
- C. Exterior Appearance. No Lot shall be used for the storage of trash of any kind, or for the storage of any property or thing that will cause such Lot to appear cluttered, or in an unclean or untidy condition. No weeds or other unsightly growths shall be permitted to grow or remain upon the lot. All trash, recycling, compost, or other sanitary receptacles

shall be stored within the garage of a Building with the sole exception of the dedicated collection day which said items may be placed in the municipal right-of-way for collection and shall be returned to a garage in a Building within twenty-four (24) hours of such collection.

- D. Future Improvement Notice. Lot owners are hereby notified the Plat was approved in accordance with the City of Bellingham Hearing Examiner Decision HE-20-PL-007 with controlling land use approvals. Amendments to the site plan, its amenities and the overall building design may require City approval in accordance with the Bellingham Municipal Code, as amended.

IV. COMMON WALL OBLIGATIONS AND EASEMENTS

- A. General Rules of Law Apply. Each Common Wall which is built as a part of the original construction of a Building upon a lot shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- B. Maintenance. The cost of maintaining the Common Wall shall be borne equally by the adjoining Owners of said wall.
- C. Common Wall Easement. An easement is hereby granted and conveyed over through, in and under that portion of any Townhome, in which any part of a Common Wall between adjoining Townhomes is constructed, together with the right to repair or rebuild any such Common Wall or that portion of any foundation, exterior wall or roof of the Building which meets with, adjoins, or is connected to the Common Wall. The Common Wall Easement shall be a cross-easement in favor of each Townhome in a Building.
- D. Destruction by Fire or Other Casualty. In the event of damage to or destruction by fire or other casualty of a Common Wall, including the foundation thereof, the Owner of any Townhome upon which such Common Wall may rest shall have the obligation to repair or rebuild such wall and the Owner of each Townhome upon which such shall rest, be serve or benefited by shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original construction of the wall and shall conform to all applicable laws and ordinances pertaining to said repairs. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.
- E. Weatherproofing. Any Owner who negligently or willfully causes a Common Wall to be exposed to the elements will bear the entire cost of repairing all damage resulting from such exposure.

- F. Alterations. Except for interior decoration, interior painting, or other superficial improvements, any Owner who proposes to extend, alter, or modify any Common Wall shall first obtain the written consent of the Owner of the other adjacent Townhome. No Owner shall unreasonably withhold consent of Common Wall alteration in which the health, safety, and general welfare of the Townhome Occupant would be improved by said alteration subject to (i) an obligation to immediately restore the Common Wall to the original condition, and (ii) liability to the Owner of the adjoining Townhome for any damages thereby.

V. TOWNHOME MAINTENANCE OBLIGATIONS

- A. Townhome Interior Maintenance. Each Owner shall be individually responsible for the expense, commencement, and completion of all interior maintenance and repair of their Townhome.
- B. Maintenance of Lots. Except as specifically provided elsewhere in this Declaration, each owner shall be individually responsible at their sole expense, for the repair, replacement, restoration, and maintenance of all walkways, fences, porches, and other improvements and landscaping located within their Lot and the adjacent municipal right-of-way. Landscaping shall be maintained in compliance with the Green Factor landscaping requirement in Bellingham Municipal Code 20.28.140.
- C. Exterior Building Maintenance. (Individual Responsibility) Except as specifically provided elsewhere in this Declaration each Owner at their sole expense, shall be individually responsible for the repair, replacement, restoration, and maintenance of the exterior portion of a Building generally understood to substantially and solely benefit the Townhome of the Owner including but not limited to the roof, vents, gutters, downspouts, drains, windows, doors, screens, hardware, millwork, trim fascia, flashings, balconies, soffits, decks, and light fixtures.
- D. Building Maintenance: (Joint Responsibility) Except as specifically provided elsewhere in this Declaration, Owners of Townhomes in the same Building shall share equally the expense and be jointly responsible for the repair, replacement, restoration, and maintenance of the exterior portions of the Building generally understood to substantially and jointly benefit both Owners of the adjacent Townhomes; including but not limited to, horizontal lap siding, masonry, concrete foundation, Common Wall and Common Wall roof and flashing.
- E. Maintenance Procedure. At such time an Owner deems it is necessary to maintain, repair, replace, or restore any item that is the joint responsibility of the Owners as provided in this Declaration, such Owner shall notify the other Owner(s) in writing and procure a request for maintenance (the "Maintenance Request") that specifies the recommended scope of work (the "Work") to be performed and the estimate cost of

such work (the "Estimate"). If the other jointly responsible Owner(s) agrees with the Work is necessary, such Owner(s) shall countersign the Maintenance Request, and the Owners shall commence in good faith to complete the Work. Except in the case of *emergency* repairs to the Building no Work that is joint-responsibility of the Owners shall be performed without the written consent of both Owners, or by the order of an arbitrator pursuant to Section VII. B. below; provided, however, that each owner shall be entitled to perform its share of the Work at such Owner's sole expense. Unless otherwise agreed between the Owners, the Works shall be performed by a duly licensed, bonded, and properly insured contractor and shall be completed with comparable methods, materials, and colors used in the original construction.

VI. ACCESS, SURFACE PARKING EASEMENT, AND DRAINAGE EASEMENT

- A. South State Street Access. Vehicular access from the South State Street right-of-way to any Lot is restricted as noted on the recorded Plat.
- B. 12th Street Access. Vehicular access to each Lot shall be from the 12th Street right-of-way including an additional provision the Lot 2 driveway can be configured to establish clear vehicular access to the Surface Parking Easement below.
- C. Surface Parking Easement. An Access and Surface Parking Easement is granted on Lot 3 for the exclusive perpetual benefit of Lot 2, the dimensions and location of which are as shown on the 500 Twelfth Street Townhouse Short Plat referenced in Section I. B. above. The easement is provided in conformance with the City of Bellingham Hearing Examiner decision HE-20-PL-007, therefore the easement purpose and location shall not be amended or revoked without the approval of the City of Bellingham. Additional private restrictions imposed by the Declarant include:
1. Parking on the surface easement is restricted to passenger vehicles operated by the Lot 2 owner or their guest.
 2. Vehicles prohibited on the surface easement include all trailers, recreational vehicles, boats, commercial vehicles, storage containers, construction machinery, or any other non-passenger vehicles.
 3. The surface easement shall be kept clear of all vegetation, yard waste, debris, solid waste, or garbage, and shall not be used to store any equipment or materials except during maintenance or building alteration.
- D. Drainage Easement. Each Owner is granted and conveyed a perpetual nonexclusive Drainage Easement five (5) feet wide around the entire exterior perimeter of the Building for the purpose of installing, maintaining, and/or repairing underground stormwater lines being 1) solid pipe connected to roof leads and driveway storm lines/catch basins, and 2) perforated footing drainpipe bedded in pea gravel. The solid drainpipe system and the perforated footing drain system shall flow towards and be connected to one central

cleanout located on the S State Street property line of Lot 1, said location determined by an approved City of Bellingham Public Works permit to install one stormwater connection to the City stormwater main serving all three lots.

VII. GENERAL PROVISIONS

- A. **Notices.** All notices, requests, claims, demands, and other communication hereunder shall be mailed in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the address shown in the records of the Whatcom County Assessor's office and shall be deemed to be given the day they are postmarked.
- B. **Arbitration of Disputes.** Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration in accordance with the mandatory arbitration rules of the Whatcom County Superior Court and of the State of Washington. Judgment upon the award rendered by any arbitrator may be entered in any court having jurisdiction thereof.
- C. **Attorney's Fees.** In the event an Owner institutes a lawsuit or demands arbitration to enforce any rights hereunder, the prevailing party shall be entitled to all costs, including reasonable attorney's fees against the losing party.
- D. **Insurance.** Each Lot Owner shall have an insurable interest in all portions of their property including the Common Wall and Easement Area. Owners shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering their Lot, townhome, and any appurtenant improvements. All tenants shall be required to procure an H04 tenant Policy or equivalent renter's policy, with minimum liability limits of \$500,000 (US).
- E. **Binding.** This Declaration shall be binding upon and inure to the benefit of Declarant, the Owners and Permittees of the Lots, and their respective personal or legal representatives, successors, and assigns.
- F. **Governing Law.** This Declaration shall be governed by the laws of the State of Washington.
- G. **Severability.** If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this declaration shall be valid and enforceable to the fullest extent permitted by law.

H. Mortgages. Any mortgage encumbering all or any portion of the Property shall at all times be subordinate to the terms of this Declaration and any party foreclosing any such mortgage or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as the date first written above.

William T. Geyer

William T. Geyer, TEMBE LLC Member

Ruth M. Geyer

Ruth M. Geyer, TEMBE LLC Member

I certify that I know or have satisfactory evidence that William T. and Ruth M. Geyer are the persons who appeared before me, and said persons acknowledged it to be his and her free and voluntary act for the uses and purposes mentioned in this instrument.

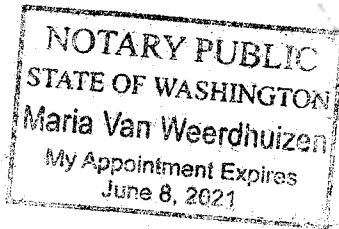
Dated: 2/9/21

M. Van Weerdhuizen

Notary Public Signature

Maria Van Weerdhuizen

Notary Public Printed Name



Notary Public in and for the State of Washington

Residing at Bellingham

My appointment expires: 06/08/2021