

1 Bellingham, Washington 98225 on the 40th day after service. Documents include, but
2 are not limited to, all information contained in any computer or audio form.

3 Throughout these discovery requests, the following definitions shall be
4 recognized:

5 The term "Business Covenant" shall mean that provision under Section II.B of the
6 Declaration of Covenants, Conditions and Restrictions of the Plat of Viewmont Heights
7 ("CC&Rs") recorded on November 18, 1980, under Whatcom County Auditor's File No.
8 1373584 that provides that "[n]o business activities of any kind or type shall be
9 conducted on any lot within the subdivision."

10 The term "NWYS" shall mean Northwest Youth Services, and its employees,
11 agents, and representatives.

12 The term "Property" shall mean Lot 39, Plat of Viewmont Heights, recorded in
13 Volume 15 of Plats, at pages 7 and 8, Auditor's File No. 1373258, in the records of the
14 Whatcom County Auditor, situate in Whatcom County, Washington.

15 The term "CC&Rs" shall mean the Declaration of Covenants, Conditions and
16 Restrictions for the Plat of Viewmont Heights recorded on November 18, 1980, under
17 Whatcom County Auditor's File No. 1373584 (attached as Exhibit B to the Complaint for
18 Injunctive Relief and Damages).

19 The term "State Street Site" shall mean the NWYS facility located at 1020 N.
20 State Street, Bellingham, Washington.
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1 The term "Permanent Residence Covenant" shall mean that provision under
2 Section II.A of the CC&Rs which requires that "[a]ll lots within the subdivision shall be
3 used exclusively for permanent residential purposes."

4 The term "PAD" shall mean the "Positive Adolescent Development" emergency
5 housing site and/or program offered by NWYS.

6 The terms "You" and "Your" shall refer to and mean NWYS, and its employees,
7 board members, agents, and representatives.

8 INTERROGATORIES

9 INTERROGATORY NO. 1: Please identify the name, current address, and
10 telephone number of each person with information or knowledge on the following
11 subjects:

- 12 a. Your decision-making process in pursuing relocation of the PAD;
- 13 b. Your efforts to acquire property to relocate the PAD;
- 14 c. Your knowledge of the CC&Rs;
- 15 d. Your investigation of the CC&Rs and application to any particular
16 use for the Property;
- 17 e. Your investigation, review, and due diligence work associated with
18 evaluating the purchase of the Property;
- 19 f. Your decision and the decision-making process in purchasing the
20 Property;
- 21 g. Your purchase of the Property;
- 22 h. Your intended use for the Property;
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1 i. Your efforts to seek funding, permits, and/or approvals to begin
2 operating the PAD program on the Property;

3 j. Your plans for the PAD space at 1020 N. State Street upon
4 relocation of the PAD;

5 k. Your plans for the Property in the event You are unable to relocate
6 the PAD there; and

7 l. Your operation of the PAD program.

8 ANSWER:
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12 INTERROGATORY NO. 2: Please describe the types of housing and services
13 provided by NWYS, and for each, identify any restrictions on the length of stay
14 applicable to each housing type.

15 ANSWER:
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18 INTERROGATORY NO. 3: Please describe Your intended use of the Property
19 over the next five years, and for such use, specify the following:

20 a. each source of funding for the intended use, as well as any
21 conditions imposed on such funding;

22 b. the nature of any use that will include overnight stays;
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1 c. any restrictions that will be imposed on the length of time that any
2 person may stay at the Property;

3 d. all services provided by NWYS to individuals at the Property;

4 e. all criteria required for an individual to be eligible for any program
5 offered at the Property; and

6 f. all rules that will be imposed by NWYS that are applicable to
7 individuals participating in any program offered at the Property.

8 ANSWER:

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11 INTERROGATORY NO. 4: Please describe in detail the operation and services
12 provided by the PAD program in its current form.

13 ANSWER

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17 INTERROGATORY NO. 5: Please identify each source of funding for the PAD
18 program since 2012, as well as any conditions imposed on such funding.

19 ANSWER:

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22 INTERROGATORY NO. 6: Please identify any limitation on the length of time an
23 individual is able to reside in PAD housing and the bases for such limitation.

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1 ANSWER:

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3 INTERROGATORY NO. 7: Please describe all services provided by NWYS to
4 individuals in the PAD program or receiving housing at the PAD.
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6 ANSWER:

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9 INTERROGATORY NO. 8: For all individuals provided with housing or overnight
10 accommodations through the PAD program from 2012 through the present, please state
11 the length of each such stay.

12 ANSWER:

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15 INTERROGATORY NO. 9: Please state all demographic information that You
16 have collected for each individual provided with housing, overnight accommodations,
17 and/or services through the PAD program at the State Street Site from 2012 through the
18 present.
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20 ANSWER:

1 INTERROGATORY NO. 10: Please state all demographic information collected
2 for all individuals provided with housing or services of any type by NWYS and at any
3 location from 2012 through the present.

4 ANSWER:

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7 INTERROGATORY NO. 11: Please state the following, with regard to the current
8 PAD housing site at the State Street Site:

- 9 a. the size and location of the site;
- 10 b. the number of individuals able to receive housing at the site at any
11 given time;
- 12 c. the identity and number of staff working at the site at any given
13 time; and
- 14 d. the services provided at the site.

15 ANSWER:

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19 INTERROGATORY NO. 12: Please state all criteria required for an individual to
20 be eligible for housing at the State Street Site PAD.

21 ANSWER:

1 INTERROGATORY NO. 13: Please state all rules imposed by NWYS that are
2 applicable to individuals participating in any PAD program.

3 ANSWER:
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6 INTERROGATORY NO. 14: Please identify all police or EMS calls to the State
7 Street Site PAD from 2015 through the present, including the date, case, or incident
8 number, and reason for the call.

9 ANSWER:
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12 INTERROGATORY NO. 15: Please describe the reasons that You decided to
13 pursue relocating the PAD program from the State Street Site.

14 ANSWER:
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17 INTERROGATORY NO. 16: Please describe Your efforts to relocate the State
18 Street Site PAD program, including, but not limited to, the following:

- 19 a. the address of any other property that was considered;
20 b. the substance of any offer made for any alternative location; and
21 c. the reason that the location was not selected.

22 ANSWER:
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2 INTERROGATORY NO. 17: Please state all criteria considered by You in
3 deciding to purchase the Property.

4 ANSWER:

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7 INTERROGATORY NO. 18: Please describe how the CC&Rs factored into Your
8 decision-making process to purchase the Property.

9 ANSWER:

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12 INTERROGATORY NO. 19: Please state the facts and bases for any allegation
13 by You that Your proposed operation of the PAD program on the Property will not
14 conflict with the Permanent Residence Covenant.

15 ANSWER:

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19 INTERROGATORY NO. 20: Please state the facts and bases for any allegation
20 by You that Your proposed operation of the PAD program on the Property will not
21 conflict with the Business Covenant.

22 ANSWER:

1 INTERROGATORY NO. 21: Please state the facts and bases for any allegation
2 by You that the Permanent Residence Covenant is not enforceable in general, or not
3 enforceable with respect to Your operation of the PAD program on the Property.

4 ANSWER:

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7 INTERROGATORY NO. 22: Please state the facts and bases for any allegation
8 by You that the Business Covenant is not enforceable in general, or not enforceable
9 with respect to Your operation of the PAD program on the Property.

10 ANSWER:

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13 INTERROGATORY NO. 23: Please identify the source of funding for Your
14 purchase of the Property.

15 ANSWER:

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19 INTERROGATORY NO. 24: Please identify the source of funding for any
20 renovations needed to relocate the PAD program onto the Property, as well as the
21 status of obtaining such funding.

22 ANSWER:

1 INTERROGATORY NO. 25: Please identify all permits, licenses, and/or
2 approvals needed to operate the PAD program on the Property, as well as the status of
3 obtaining such approvals.

4 ANSWER:

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7 INTERROGATORY NO. 26: Please state the following, with regard to Your
8 anticipated use of the Property:

9 a. the number of individuals expected to be housed or provided
10 overnight accommodations on the Property at any given time;

11 b. the identity and number of staff working at the Property at any given
12 time;

13 c. the services and/or activities expected to be provided at the
14 Property;

15 d. the number of individuals expected to be coming and going from
16 the Property on any given day;

17 e. the number of anticipated parking spaces needed; and

18 f. the number of vehicles expected to be coming and going from the
19 Property on any given day.
20

21 ANSWER:

1 INTERROGATORY NO. 27: Please describe in detail how You plan to staff the
2 Property, including the identity and number of staff expected to be physically present on
3 the Property at any given time and the hours for such shifts.

4 ANSWER:

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7 INTERROGATORY NO. 28: Please describe in detail how You plan to handle
8 parking and/or the transportation needs of staff and residents associated with the
9 Property.

10 ANSWER:

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13 INTERROGATORY NO. 29: Please describe any changes that You expect to
14 make from the current operation of the PAD program once it is relocated onto the
15 Property.
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17 ANSWER:

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20 INTERROGATORY NO. 30: Please identify whether You intend to use the
21 Property to provide services to any individuals not residing onsite or being provided
22 overnight accommodations, and if so, describe such services and the number of
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1 individuals not residing onsite who are expected to receive such services on a daily
2 basis.

3 ANSWER:

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6 INTERROGATORY NO. 31: Please describe how frequently NWYS staff
7 members or other individuals not residing onsite or being provided overnight
8 accommodations are expected to come and go from the Property per day.

9 ANSWER:

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12 INTERROGATORY NO. 32: Pursuant to CR 26(b)(5), please identify each
13 person You expect or intend to call as an expert witness at trial, and for each:

- 14 a. state the subject matter on which the expert is expected to testify;
15 b. state the substance of the facts and opinion to which the expert is
16 expected to testify; and
17 c. state a summary of the grounds for each opinion.

18 ANSWER:
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1 INTERROGATORY NO. 33: Please identify the name, current address, and
2 telephone number of each and every person You intend to call as a witness at trial, and
3 for each, provide a brief description of the substance of his/her anticipated testimony.

4 ANSWER:

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7 REQUESTS FOR PRODUCTION OF DOCUMENTS

8 Plaintiff hereby requests that You allow his attorneys and agents to inspect and
9 copy the following items at the time and place and in the manner designated in the
10 instructions above.
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12 REQUEST FOR PRODUCTION NO. 1: Please produce a true and correct copy
13 of all documents associated with or relating to Your purchase of the Property.

14 RESPONSE:

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17 REQUEST FOR PRODUCTION NO. 2: Please produce a true and correct copy
18 of all documents associated with or relating to Your plans for use of the Property,
19 including, but not limited to, Your plans to relocate the PAD onto the Property, and/or for
20 any construction or remodeling of the Property.
21

22 RESPONSE:

1 REQUEST FOR PRODUCTION NO. 3: Please produce a true and correct copy
2 of all documents relating to your efforts to seek funding for the Property purchase, PAD
3 relocation to the Property, or for any other use or remodel of the Property, including, but
4 not limited to, funding received from the Washington Department of Commerce, #HFU-
5 2021-03, and funding received from the City of Bellingham.

6 RESPONSE:
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9 REQUEST FOR PRODUCTION NO. 4: Please produce a true and correct copy
10 of all documents relating to Your efforts to obtain permits, licenses, or other approvals to
11 operate the PAD on the Property or for any other proposed use of the Property.
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13 RESPONSE:
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16 REQUEST FOR PRODUCTION NO. 5: Please produce a true and correct copy
17 of all pamphlets, brochures, reports, newsletters, and other documents pertaining to the
18 general operation of the PAD at the State Street Site from 2012 through the present.

19 RESPONSE:
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1 REQUEST FOR PRODUCTION NO. 6: Please produce a true and correct copy
2 of all communications with donors or members of the public pertaining to the PAD at the
3 State Street Site and/or relocation of the PAD.

4 RESPONSE:

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7 REQUEST FOR PRODUCTION NO. 7: Please produce a true and correct copy
8 of all meeting minutes, resolutions, notes, or other documents pertaining to activity by
9 Your Board of Directors from 2020 through the present.

10 RESPONSE:

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13 REQUEST FOR PRODUCTION NO. 8: Please produce a true and correct copy
14 of all policies and procedures, rules, handbooks, staff training materials, and other
15 documents establishing protocols for the PAD program at the State Street Site from
16 2012 through the present.

17 RESPONSE:

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21 REQUEST FOR PRODUCTION NO. 9: Please produce a true and correct copy
22 of all documents relating to eligibility criteria for residing in PAD housing from 2012
23 through the present.

1 RESPONSE:

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4 REQUEST FOR PRODUCTION NO. 10: Please produce a true and correct copy
5 of all records containing demographic information for those individuals receiving
6 housing, or provided overnight accommodations and/or services through the PAD
7 program at the State Street Site from 2012 through the present.

8 RESPONSE:

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11 REQUEST FOR PRODUCTION NO. 11: Please produce a true and correct copy
12 of all records pertaining to the provision of housing, overnight accommodations, and
13 services to individuals through the PAD program at the State Street Site from 2012
14 through the present.

15 RESPONSE:

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19 REQUEST FOR PRODUCTION NO. 12: Please produce a true and correct copy
20 of all schedules, time sheets, logs, records, and other documents pertaining to staffing
21 of the PAD at the State Street Site from 2012 through the present.

22 RESPONSE:

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REQUEST FOR PRODUCTION NO. 13: Please produce a true and correct copy of all schedules, time sheets, logs, visitor records, and other documents pertaining to any individuals coming and going from the PAD at the State Street Site from 2012 through the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14: Please produce a true and correct copy of all reports, notes, logs, communications, and other documents pertaining to law enforcement, emergency medical services, or other emergency services activities at the PAD at the State Street Site from 2015 through the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15: Please produce a true and correct copy of all communications, including, but not limited to, letters, e-mails, and text messages, of any NWYS employee, Board member, and/or other representative, with any person relating to the following:

- a. the Property;
- b. the relocation of the PAD to the Property;
- c. the CC&Rs;

- d. the Permanent Residence Covenant;
- e. the Business Covenant;
- f. public comments and communications about the potential PAD relocation to the Property;
- g. public comments and communications pertaining to the PAD at the State Street Site;
- h. funding for purchase of the Property or use of the Property; and
- i. remodeling, maintenance, and any other work on the Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16: Please produce a true and correct copy of all documents relating to the Permanent Residence Covenant and/or the Business Covenant.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17: Please produce a true and correct copy of Your lease for the State Street Site.

RESPONSE:

1 REQUEST FOR PRODUCTION NO. 18: Please produce a true and correct copy
2 of all documents relating to Your plans for future occupancy or use of the PAD space at
3 the State Street Site.

4 RESPONSE:

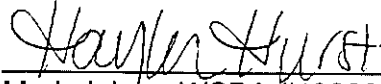
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6 REQUEST FOR PRODUCTION NO. 19: Please produce a true and correct copy
7 of all communications and documents pertaining to Your license to operate the PAD at
8 the State Street Site from 2012 through the present, including, but not limited to,
9 licensing approvals, criteria, complaints, notices of violation, findings, and
10 correspondence with the Washington State Department of Children, Youth and
11 Families.
12

13 RESPONSE:

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15 REQUEST FOR PRODUCTION NO. 20: Please produce a true and correct copy
16 of all documents pertaining to audits of Your organization and/or operation of the PAD
17 program from 2015 through the present.
18

19 RESPONSE:

DATED this 1st day of April, 2022.



Mark J. Lee, WSBA #19339
Haylee J. Hurst, WSBA # 51406
Elizabeth Slattery, WSBA # 56349
of Wolf & Lee, LLP
Attorneys for Plaintiff Klaus Lohse

1 STATE OF WASHINGTON)
2 County of Whatcom) ss.
3)

4 _____, being first duly sworn on oath, deposes and
5 says:

6 That he/she is the _____ of Northwest Youth Services,
7 Defendant in the above-captioned action, has read the within and foregoing First Set of
8 Interrogatories and Requests for Production of Documents to Defendant, and the
9 answers and responses thereto, knows the contents thereof, and believes the same to
10 be true. He/she is authorized to sign the answers and responses on behalf of
11 Defendant.

12 _____ [print]

13 SUBSCRIBED AND SWORN to before me this _____ day of
14 _____, 2022.

15 _____
16 NOTARY PUBLIC in and for the state of
17 Washington, residing at _____
18 My commission expires: _____

ATTORNEY CERTIFICATION

Pursuant to CR 26(g), I have read the responses and/or objections above, and I certify that to the best of my knowledge, information and belief formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this _____ day of _____, 2022.

_____, WSBA # _____
Attorneys for Defendant

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WHATCOM COUNTY
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**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR WHATCOM COUNTY**

KLAUS LOHSE, an individual,

Plaintiff,

vs.

NORTHWEST YOUTH SERVICES., a
Washington non-profit corporation,

Defendant.

CASE NO. 22 2 00387 37

COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES

EVAN P. JONES

COMES NOW Plaintiff Klaus Lohse by and through his attorneys of record,
Wolf & Lee, LLP, and by way of Complaint for Injunctive Relief and Damages alleges,
claims, and prays as follows:

I. PARTIES & JURISDICTION

1.1 Plaintiff Klaus Lohse is an owner of Lot 16, Plat of Viewmont Heights,
recorded in Volume 15 of Plats, at pages 7 and 8, Auditor's File No. 1373258, in the
records of the Whatcom County Auditor, situate in Whatcom County, Washington
("Viewmont Heights"). A true and correct copy of said plat is attached hereto and
incorporated by reference as Exhibit A.

COPY

1 states “[a]ll lots within the subdivision shall be used exclusively for permanent
2 residential purposes.” Id. at pg. 2, Section II.A (“Permanent Residence Covenant”).

3 2.5 Viewmont Heights and the properties located therein, including, but not
4 limited to, the Property, are also subject to a restrictive covenant which states “[n]o
5 business activities of any kind or type shall be conducted on any lot within the
6 subdivision.” Id. at pg. 2, Section II.B (“Business Covenant”).

7 2.6 NWYS acquired title to the Property by way of a Statutory Warranty
8 Deed recorded in the records of the Whatcom County Auditor on September 30, 2021,
9 under Auditor’s File No. 2021-0904797 (the “Deed”). A true and correct copy of the
10 Deed is attached hereto and incorporated by reference as Exhibit C.

11 2.7 The Deed states that it is “subject to” the CC&Rs, including “[a]ny
12 question that the present, proposed, or future use of the Land would violate” the
13 CC&Rs. Id. at pg. 2, ¶ 1.

14 2.8 Based upon knowledge and belief, NWYS provides temporary housing
15 to unaccompanied minors through its “Positive Adolescent Development” (“PAD”)
16 emergency housing program.

17 2.9 Based upon knowledge and belief, NWYS has obtained funding for and
18 intends to relocate its existing PAD housing site, currently located at 1020 North State
19 Street, Bellingham, Washington, onto the Property to provide temporary housing and
20 associated services for up to 12 youths.
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1 2.10 Based upon knowledge and belief, NWYS has obtained a Type 1
2 Conditional Use Permit from the City of Bellingham to permit the use of the Property
3 for "smaller interim housing" under Bellingham Municipal Code Ch. 20.15A.

4 2.11 Based upon knowledge and belief, housing in the PAD program is not
5 intended to be "permanent" and is generally limited to stays of no more than 21 days.

6 2.12 Based upon knowledge and belief, NWYS intends to maintain staff
7 offices, 24-hour staffing, and provide case management and supportive services on
8 the Property.

9 2.13 NWYS' intended use of the Property to provide temporary, emergency
10 housing and associated services is a violation of the CC&Rs, including, but not limited
11 to, the Permanent Residence Covenant and the Business Covenant.

12 **III. CAUSE OF ACTION – INJUNCTION/DAMAGES**

13 3.1 Plaintiff restates and incorporates by reference paragraphs 1.1 through
14 2.13 herein.

15 3.2 The CC&Rs provide that it shall be lawful for any lot owner in Viewmont
16 Heights to "prosecute and proceed at law or in equity against such person or persons,
17 firm or corporation, violating or attempting to violate said covenants and
18 restrictions..." Exhibit B, pg. 6, Section VI. Plaintiff, who owns a lot in Viewmont
19 Heights, has standing to enforce the CC&Rs, including the Permanent Residence
20 Covenant and the Business Covenant, which are intended to protect the neighborhood
21 character and benefit such properties.
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1 3.3 Plaintiff has a clear legal and/or equitable right under the CC&Rs to
2 ensure that the Property is used solely for "permanent residential purposes" and,
3 independently, not for "business activities of any kind or type."

4 3.4 An immediate invasion of Plaintiff's rights under the CC&Rs is
5 threatened, which would occur if NWYS began operating its PAD housing program on
6 the Property, as it is actively pursuing. Such use of the Property by NWYS violates
7 the Permanent Residence Covenant and the Business Covenant.

8 3.5 The CC&Rs further provide that its "covenants, restrictions and
9 conditions contained in this declaration or any supplemental declaration shall be
10 enforceable by proceeding for prohibitive or mandatory injunction." Id. NWYS', its
11 agents', and employees' violation of the Permanent Residence Covenant and
12 Business Covenant entitles Plaintiff to a permanent, and where applied for preliminary,
13 injunction, enjoining NWYS from using the Property for anything other than
14 "permanent residential purposes," including, but not limited to, enjoining it from
15 operating its PAD program on the Property and/or providing temporary housing and
16 associated services on the Property.
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18 3.6 NWYS' violation of the CC&Rs would injure Plaintiff's rights in his
19 property, including, but not limited to, by violating the pertinent CC&R provisions,
20 opening the door to other uses contravening the CC&Rs, and changing the permanent
21 residential character of the neighborhood.
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3.7 In addition to injunctive relief, Plaintiff is entitled to a judgment for damages caused by NWYS' actions in an amount to be determined by the trier of fact at trial.

3.8 In addition to all other relief allowed here, Plaintiff is further entitled to an award of attorneys' fees and costs under the CC&Rs' attorneys' fee provision. Id.

WHEREFORE, having stated claims for relief, Plaintiff prays as follows:

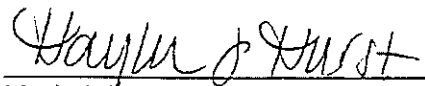
1. for judgment against NWYS, its agents, and employees for a permanent, and where applied for preliminary, injunction enjoining it from using the Property for anything other than "permanent residential purposes," including, but not limited to, enjoining it from using the Property to operate the PAD program and/or to provide temporary or emergency housing and services;

2. for judgment against NWYS for damages in the amount to be proven at trial;

3. for an award of Plaintiff's attorneys' fees and costs against NWYS as allowed by the CC&Rs, statute, contract, law, or equity; and

4. for such other relief as the Court deems just and proper.

DATED this 15th day of April, 2022.



Mark J. Lee, WSBA #19339
Haylee J. Hurst, WSBA #51406
Elizabeth Slattery, WSBA #56349
of Wolf & Lee, LLP
Attorneys for Plaintiff Klaus Lohse

EXHIBIT A

VIEWMONT HEIGHTS

(A Replat of a Portion of the Plat of East Fairhaven)
 NE 1/4, SE 1/4, SEC. 6, TWP 37 N., RGE. 3E., W.M.
 CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON

LEGAL DESCRIPTION

I, Dale R. Hockley do hereby certify that this plat titled Viewmont Heights is based upon an actual survey made in accordance with the requirements of the state, that all distances, courses and angles are correctly shown, that all monuments and lot corners will be set on the ground as construction is completed. This plat covers and subdivides a portion of the Plat of East Fairhaven as recorded in Volume 2 Page 59, records of the Auditor of Whatcom County, Washington, described as follows:

Beginning at the Northeast Corner of Block 15 of said Plat; Thence South 01° 27' 23" West 629.53 feet along the Westerly line of 39th Street as shown on said Plat to the Southeast Corner of Lot 29, Block 24 of said Plat; Thence North 82° 17' 58" East 249.81 feet along the Southerly line of Lots 29 and 10 of said Block 15 to the Easterly Right of Way line of 33th Street; Thence South 01° 31' 31" East 223.85 feet to the Northerly line of Knox Avenue; Thence North 62° 17' 05" West along said Northerly line, 206.25 feet to the centerline of the vacated alley in Block 7 of said Plat; Thence North 01° 21' 23" East along said centerline 49.75 feet; Thence North 82° 17' 34" West along the Southerly line of Lot 3 of said Block 7 and its projection, 161.25 feet to the centerline of vacated 37th Street; Thence North 01° 20' East along said centerline 275.70 feet; Thence North 82° 21' 17" West along the Southerly line of Lot 21, Block 4 of said Plat and its projection, 168.18 feet to the centerline of the vacated alley in said Block 4; Thence South 01° 20' 18" West along said centerline 138.69 feet; Thence North 82° 19' 38" West along the Southerly line of Lot 10 of said Block 4 and its projection, 168.18 feet to the Westerly line of the said Plat of East Fairhaven; Thence North 01° 10' 12" East along said Westerly line 628.20 feet to the Northwest Corner of said Plat; Thence South 82° 24' 43" East along the Northerly line of said Plat 561.20 feet to the centerline of 33th Street; Thence East along said Northerly line South 82° 24' 34" East 290.71 feet to the Point of Beginning.

[Signature]
 License No. 11223



CITY COUNCIL APPROVAL

I hereby certify that this plat of "Viewmont Heights" is duly approved by the Bellingham City Council this 13th day of November, 1980.

[Signature] Mayor, City of Bellingham
[Signature] Attest: Finance Director, City of Bellingham

CITY DIRECTOR OF FINANCE CERTIFICATE

I, D.K. Hoffman, Director of Finance of the City of Bellingham, Whatcom County, Washington, do hereby certify that I am an officer in charge of collections of special assessments levied by the City of Bellingham on all land embraced in this plat of "Viewmont Heights" and that all 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 this 13 day of November, 1980.

[Signature]
 Director of Finance, City of Bellingham

EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved for and granted to the Public. A strip of land 7 feet in width lying adjacent to each exterior side of all dedicated public rights of way included in any plat. Said lands shall be reserved as public easements and shall be used primarily for the installation of required service utilities. Any and all franchise utilities, including city utilities, shall rightfully have access to and may use easements. Exclusive use rights cannot be granted to any single or combination of utilities.

All easements for sanitary and storm sewers are reserved for and granted to the City of Bellingham and property owners for the purpose of construction and maintenance. The city's responsibility lies only with the operation and maintenance of the larger trunk lines. The individual sewer lines and lot drainage lines are to be maintained by the property owners.

DEDICATION

Know all men by these presents that we the undersigned, being owners in fee simple of the land herein platted, hereby declare this plat and dedicate to the use of the public forever all roads and easements shown on this plat; also, the right to make all necessary slopes for cuts and fills upon the lots, blocks, and tracts in any reasonable grading of the roads and easements; and hereby waive all claims for damages against any governmental authority which may be occasioned to adjacent land by established construction, drainage and maintenance of said road.

[Signature]
 Adolph Schiel, President, Schiel International, Inc.

COVENANTS

All lots in this plat are subject to restrictive covenants as recorded in the Auditor's office in Volume 188, Page 131.

ACKNOWLEDGMENT

State of Washington }
 County of Whatcom }
 On this 13th day of November, 1980 before me the undersigned, a notary public, personally appeared Adolph Schiel, President of Schiel International, Inc., to me known to be the individual described in and who executed the dedication herein, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein contained.

Witness my hand and official seal the day and year first above written.
[Signature]
 Notary Public in and for the State of Washington
 residing at Bellingham.

OFFICE OF PLANNING APPROVAL

Examined and approved by the Bellingham Planning Office this 13th day of November, 1980.
[Signature]
 Planning Director, City of Bellingham

CITY ENGINEER'S APPROVAL

Examined and approved by the Bellingham Engineering Division this 13th day of November, 1980.
[Signature]
 City Engineer, City of Bellingham, Washington

TREASURER'S CERTIFICATE

I, C.L. Bowen Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of the real estate embraced with this plat of "Viewmont Heights" and all the delinquent assessments have been fully paid as shown in the records of my office this 13th day of November, 1980.
[Signature]
 Whatcom County Treasurer

AUDITOR'S CERTIFICATE

I hereby certify that this plat was filed for record in the Office of the Auditor of Whatcom County, Washington, at the request of *[Signature]* on this 14th day of November, 1980, at 11 minutes past 11:00 a.m. and recorded in Volume 188 of Plats, Page 131 of the records of said county.
[Signature]
 Auditor, Whatcom County, Washington

EXHIBIT B

1373584

23487

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PLAT OF VIEWMONT HEIGHTS

WHEREAS, the undersigned, hereinafter called the Declarant,
is owner of the following described real property in Whatcom County,
Washington:

The Plat of Viewmont Heights, City of Bellingham, County
of Whatcom, State of Washington, recorded in Volume
of Plats, pages , Records of Whatcom County,
Washington;

and

WHEREAS, it is the desire and intention of the Declarant
to sell the subdivision and to impose upon it mutually beneficial
restrictions under a general plan or scheme of improvement for the
benefit of all lots, tracts or lands in the subdivision with the
future owners of those lands, and such other persons, corporations
or entities as may be designated herein; and

WHEREAS, it is the desire and intention of the Declarant
to establish and maintain a general plan for all property included
in this subdivision, which will result in a residential area where
property values, desirability and attractiveness will be enhanced
and protected;

NOW, THEREFORE, the Declarant, the undersigned owner in
fee simple of the lands hereby platted, hereby certify and declare
that the conditions, covenants and restrictions herein set forth
shall endure and be binding upon the respective owners of each lot,
and further declare that all of the property described herein is
held, and shall be held, conveyed, hypothecated, encumbered, leased,
rented, used, occupied and improved subject to the following limita-
tions, restrictions, conditions and covenants for the purpose of
enhancing and protecting the value, desirability and attractiveness
of the subdivision and every part thereof. All of the limitations,
restrictions, conditions and covenants shall run with the land and

1373584

*M. W. Connelley, Jr.
1401 1st St.
Bellevue, Wn.*

1100

shall be binding on all parties having or acquiring any right, title or interest in the subdivision or any part thereof.

I. LAND CLASSIFICATIONS AND DEFINITIONS:

A. Lot: As used herein, the term "lot" means any parcel or real property within the boundaries of the subdivision identified by Arabic numerals and designated for the location and construction of a single family residence.

B. Person: As used herein, the term "person" shall include any individual, firm, corporation, partnership, association, unincorporated association or organization, or political subdivision thereof.

II. GENERAL USE RESTRICTIONS AND REQUIREMENTS:

A. All lots within the subdivision shall be used exclusively for permanent residential purposes.

B. No business activities of any kind or type shall be conducted on any lot within the subdivision.

C. All water, electrical and sewer lines within the boundaries of each lot shall be maintained in good order and repair by the owner thereof, and any work respecting the repair or maintenance of such lines shall be performed with diligence and without any undue disturbance to the occupants of other lots or tracts in the subdivision except as may be reasonably necessary to accomplish such repair or maintenance work.

D. All boats, utility trailers, trucks of more than one-ton capacity, campers, travel trailers, motorhomes and similar items or vehicles, shall not be operated, maintained or kept upon any lot, but shall at all times be kept in a garage or other storage facility completely hidden from view.

E. No signs or billboards shall be placed upon any lot except that one identification sign bearing the owner's name may be placed upon the owner's lot if the design, size and configuration thereof is first approved by the architectural reviewer. This

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subparagraph shall not be deemed to preclude the developer from displaying and posting signs, billboards and other advertising materials in or about any unsold lots until all lots in the subdivision have been sold by the developer.

F. No lot owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about the subdivision, but shall deposit same in covered trash receptacles.

G. No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction.

H. Each lot owner shall keep his lot neat and orderly in appearance and shall not cause or permit any noxious, odorous or tangible objects which are unsightly in appearance to exist on the premises. No lot owner shall deposit grease, cooking oils, animal fats, gasoline, motor oil, or any other compound or substance on the surface of any lot which may adversely affect the trees, plants, shrubs, greens or other natural growth thereon. No lot owner shall conduct or permit any offensive activities on his lot, nor shall any activity be conducted or permitted which annoys or disturbs the surrounding lot owners in the subdivision.

I. All automobiles and all other permitted vehicles, if kept or parked on any lot, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles or vehicles which are in a state of disrepair, shall not be kept on any lot, nor shall any lot be used to perform maintenance or repair work on any vehicles.

J. No structure shall be permitted on any lot which unreasonably restricts the view from any other lot.

K. No boundary line fences shall be erected or maintained

on any lot except those composed of living material, such as hedges, shrubs, or trees. Provided, however, the architectural reviewer, as provided herein, may authorize use of other materials if they do not detract from the visual aesthetics of the subdivision.

III. ARCHITECTURAL CONTROL:

Architectural control shall be accomplished by an individual designated as the Architectural Reviewer, who shall be ADOLF SCHIEL or such other person as he shall designate in writing.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural reviewer as to quality of workmanship and materials, harmony of external design with existing structures, and located with respect to topography and finished grade elevation.

The architectural reviewer shall approve or disapprove plans, specifications and details within thirty (30) days of the receipt thereof, or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications and details not approved or disapproved within the time limits set forth herein shall be deemed approved as submitted. One set of plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them, and another copy shall be retained by the architectural reviewer for his permanent files.

The architectural reviewer shall have the right to disapprove any plans, specifications or details submitted to him in the event the same are not in accordance with all of the provisions of this declaration; if the design or color scheme of the proposed building or other structures is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures; if the

Plans and specifications submitted are incomplete; or in the event the reviewer deems the plans, specifications or details or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto or to the owners thereof. The decisions of the architectural reviewer shall be final.

Any approval by the architectural reviewer may be conditioned upon compliance by the applicant with any reasonable conditions which the reviewer may deem appropriate, including but not limited to the posting of bonds or other acceptable security to assure performance by the applicant in accordance with the plans and specifications approved.

Neither the reviewer nor any person who succeeds him shall be liable to any party for any action or for any failure to act under or pursuant to the provisions of this declaration, provided only that the architectural reviewer or his successor shall have proceeded hereunder in good faith and without malice.

IV. CONSTRUCTION:

Construction of all buildings shall be prosecuted diligently from commencement of work until the exterior of said building is completed and painted, and all sanitation and health requirements have been fulfilled. The maximum time limit for the completion of the building shall be twelve (12) months from the date construction commences, which is defined as the date building materials are delivered to the property. Construction shall not be deemed completed until lawn and shrubs have been properly seeded.

No building shall be erected, maintained or moved onto any lot prior to the erection of the dwelling house, except such building as may be necessary for the shelter and housing of tools and building equipment during the period of actual construction of said dwelling house.

V. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER:

No violation or breach of any restriction; covenant or

condition contained in this declaration or any supplemental declaration, 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 or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this declaration and any supplemental declaration, except only that violations or breaches which occurred prior to such foreclosure shall not be deemed breaches or violations hereon.

VI. ENFORCEMENT:

If any lot owner in the subdivision, or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them, shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons, firm or corporation owning any interest in the real property situated within the bounds of the subdivision to prosecute and proceed at law or in equity against such person or persons, firm or corporation, violating or attempting to violate said covenants and restrictions, or any of them and either to prevent them or him from so doing or to recover damages for such violation, notwithstanding the fact that such errant lot owner may no longer hold title to a lot in the subdivision.

The covenants, restrictions and conditions contained in this declaration or any supplemental declaration shall be enforceable by proceeding for prohibitive or mandatory injunction. Damages shall not be deemed an adequate remedy for breach or violation, but, in an appropriate case, punitive damages may be awarded. In any

action to enforce any such covenant, restriction or condition, the prevailing party or parties in the action shall be awarded costs, including reasonable attorney fees.

VII. GRANTEE'S ACCEPTANCE:

The grantee of any lot subject to the coverage of these declarations by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these declarations and the agreements herein contained, and also 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, and any tracts annexed thereto, to keep, observe, comply with and perform said declarations and agreements.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership and occupancy attendant to such lot, including but not limited to its proximity to any parks, including children's recreational facilities, and public paths, streams or other water courses.

XIII. AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

The covenants, conditions and restrictions in this declaration shall run with the land, and shall inure to the benefit of the owner of any lot subject to this declaration, including the Declarant, their respective legal representatives, heirs, successors and assigns and such other individuals or entities named in these covenants, conditions and restrictions, for a term of thirty (30) years from the date this declaration is recorded with the Auditor for Whatcom County, after which time such covenants, conditions and

restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument amending altering or terminating the covenants, conditions and restrictions, in whole or in part, signed by not less than sixty per cent (60%) of the owners of the lots in the subdivision shall have been filed with the Whatcom County Auditor. In this paragraph the word "owner" shall mean any person, firm, corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Whatcom County, Washington, to the exclusion of any lesser interest.

IX. MISCELLANEOUS PROVISIONS:

A. Severability. Invalidation of any of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

B. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions herein contained.

C. No Waiver. Failure to enforce any restriction, covenant or condition in this declaration or any supplemental declaration shall not operate as a waiver of any such restriction, covenant or condition or of any other restriction, covenant or condition.

IN WITNESS WHEREOF, the undersigned has executed the within Declaration as of the 30 day of September, 1980.

SCHIEL INTERNATIONAL, INC.

By: 
ADOLF SCHIEL, President

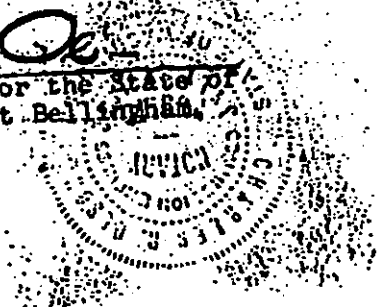
1373584

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 30 day of September, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ADOLF SCHIEL to me known to be the President of SCHIEL INTERNATIONAL, INC., the corporation that executed the foregoing instrument, 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 he is authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Charles C. O'Connell
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.



REC'D
Nov 18 4 20 PM '80
560
121
RECEIVED
NOTARY PUBLIC
COUNTY OF WHATCOM
DEPUTY

EXHIBIT C

When recorded return to:

NORTHWEST YOUTH SERVICES
108 PROSPECT STREET
BELLINGHAM, WA 98225

Filed for Record at Request of
WHATCOM LAND TITLE COMPANY, INC.
Escrow Number: W-177940

2 pgs

STATUTORY WARRANTY DEED

Grantor: LISA MUDD-KEENAN, as Settlor and Trustee of the LISA MUDD-KEENAN LIVING TRUST,
created on April 4, 2019
Grantee: NORTHWEST YOUTH SERVICES, a Washington non-profit corporation

THE GRANTOR LISA MUDD-KEENAN, as Settlor and Trustee of the LISA MUDD-KEENAN LIVING TRUST, created on April 4, 2019 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to NORTHWEST YOUTH SERVICES, a Washington non-profit corporation the following described real estate, situated in the County of WHATCOM, State of WASHINGTON.

LOT 39, PLAT OF VIEWMONT HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGES 7 AND 8, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Subject to covenants, conditions, restrictions and easements of record more fully described in Exhibit 'A' attached hereto and by this reference made a part hereof.

Tax Parcel Number(s): 370306 436220 0000 PID 22915

Dated September 22, 2021

LISA MUDD-KEENAN LIVING TRUST, created on April 4, 2019

Lisa Mudd-Keenan, Trustee
By: LISA MUDD-KEENAN, Trustee

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS:

I certify that I know or have satisfactory evidence that LISA MUDD-KEENAN is/are the person(s) who appeared before me, and said person(s) acknowledge that SHE signed this instrument; on oath stated SHE is/are authorized to execute the instrument and acknowledge that as the Trustee of LISA MUDD-KEENAN LIVING TRUST, created on April 4, 2019 to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: September 27, 2021

NOTARY PUBLIC
STATE OF WASHINGTON
R MICHAEL ERICKSON
License #54811
Commission Expires
November 17, 2024

R MICHAEL ERICKSON
Notary Public and for the State of WASHINGTON
Residing at BELLINGHAM BURLINGAME
My appointment expires: 5/26/2025 - 11-17-24

EXHIBIT A

SUBJECT TO:

1. Any question that the present, proposed, or future use of the Land would violate the Covenants, Conditions and Restrictions contained in that certain Declaration recorded November 18, 1980, under recording No. 1373584
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, notes, dedications, agreements, encroachments, setback lines and statements, if any, as set forth or delineated on Viewmont Heights, recorded November 14, 1980, under Whatcom County Auditor's File No. 1373258.
3. Covenants, conditions, restrictions, reservations and easements in Declaration, including the terms and provisions thereof, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded: November 18, 1980
Recording No.: 1373584
Records of: Whatcom County, Washington
Executed by: SCHIEL INTERNATIONAL

... END OF EXHIBIT "A" ...

FILED
COUNTY CLERK

2022 APR -1 PM 12: 12

WHATCOM COUNTY
WASHINGTON

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR WHATCOM COUNTY

KLAUS LOHSE, an individual,

Plaintiff,

vs.

NORTHWEST YOUTH SERVICES., a
Washington non-profit corporation,

Defendant.

CASE NO 22 2 00387 37

SUMMONS

EVAN P. JONES

TO: Northwest Youth Services, above-named Defendant

A lawsuit has been started against you in the above-entitled court by Plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing and serve a copy upon the undersigned attorneys for the Plaintiff within 20 days after the service of this Summons (within 60 days if served outside the state of Washington), excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where Plaintiff

SUMMONS
Page 1 of 2

WOLF & LEE, LLP
230 E. Champion Street
Bellingham, WA 98225
Ph: (360) 676-0306/Fax: (360) 676-8058

COPY

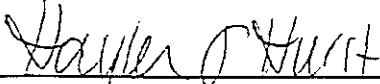
1 is entitled to what he asks for because you have not responded. If you serve a Notice
2 of Appearance on the undersigned attorneys, you are entitled to notice before a
3 default judgment may be entered.

4 You may demand that the Plaintiff file this lawsuit with the Court. If you do so,
5 the demand must be in writing and must be served upon the Plaintiff. Within 14 days
6 after you serve the demand, the Plaintiff must file this lawsuit with the court, or the
7 service on you of this Summons and complaint will be void.

8 If you wish to seek the advice of any attorney in this matter, you should do so
9 promptly so that your written response, if any, may be served on time.

10 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of
11 the State of Washington.

12 DATED this 1st day of April, 2022.

13
14
15 

16 Mark J. Lee, WSBA #19339
17 Haylee J. Hurst, WSBA #51406
18 Elizabeth Slattery, WSBA #56349
19 of Wolf & Lee, LLP
20 Attorneys for Plaintiff Klaus Lohse

21 File response with:
22 Whatcom County Superior Court
23 Clerk's Office
24 311 Grand Avenue, Suite 301
25 Bellingham, Washington 98225
(360) 778-5560

Serve copy of response on:
Wolf & Lee, LLP
230 E. Champion Street
Bellingham, Washington 98225
(360) 676-0306