



After recording return to:

Norm Coker
1788 Conway Hill Rd.
Mount Vernon, WA 98273
T-73041

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JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

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LAND TITLE COMPANY OF SKAGIT COUNTY

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RECORDED _____ FILED _____
REQUEST OF _____

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration is made this 28th day of December 1993 1993 by the undersigned, who are the owners of lands situate in the County of Skagit, State of Washington more particularly described on Exhibit "A" attached hereto.

The undersigned agree and declare that all of said lands are, and will be held, sold and conveyed subject to and burdened by the following covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, this instrument shall be binding upon all parties having or acquiring any right, title or interest in the said lands or any part thereof and shall otherwise in all respects be regarded as covenants running with the land.

1. RESIDENTIAL USE. No lot shall be used except for residential purposes. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height.

2. DWELLING SIZE. Each residence shall conform to the following requirements:

The ground floor area of a one-story dwelling, exclusive of open porches and garages, shall be a minimum of 1600 square feet.

The finished living area of a structure more than one-story (such as two-stories, multi-level, split-level, tri-level, etc.) shall be a minimum of 1800 square feet, exclusive of open porches and garages.

3. TEMPORARY STRUCTURES. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time.

4. OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance in this short plat.

5. No sign of any kind shall be displayed to the public view on any lot or improvement, except one professionally made sign of not more than six square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of

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political signs on any lot by the owner, or placement of a professionally made sign by the developer, which must comply with the local sign ordinances. This restriction shall not apply to signs used by the developer, builder, realtors, or agents during the original construction and sales of residences.

6. ANIMALS. Animals, livestock, poultry, dogs, cats or other household pets may be raised, bred or kept on these lots provided they are not raised bred or kept for commercial purposes.

7. VIEW RESTRICTION. No owner shall construct a dwelling on any lot so as to significantly block or obstruct the view of any other owner's previously existing dwelling.

8. CONSTRUCTION COMPLETION. Construction of any residence shall be completed, including exterior decoration, within twelve (12) months from the date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris, and the grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

9. UTILITIES. No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this Short Plat. All owners shall use underground service wires to connect their premises and the structures built thereon to the underground electrical or telephone utility facilities.

10. ENFORCEMENT. The developer or any lot owner shall have full power and authority to enforce the covenants in this declaration in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants, and to recover damages sustained by reason of such violation. If the developer, or, any lot owner employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee, shall be paid by the lot owner violating the covenants.

11. EFFECT OF BREACH ON MORTGAGE. The breach of any of these covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value affecting any lot or lots or portions of lots in this short plat.

12. NOT A WAIVER. No delay or omission of any kind on the part of the developer or the owners of other lots in this short plat in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the covenants in this declaration. No right of action shall accrue against the developer or the owners for or on account of their failure to bring any action to enforce these covenants.

13. EXTENT OF REMEDIES. These covenants are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available.

14. AMENDMENT. This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination and revocation or amendment which is signed by not less than seventy-five percent (75%) of the lot owners. No amendment of this declaration shall be made during the development period without the unanimous vote of all lot owners except when such an amendment is required by the secondary lending organizations such as FNMA and FHMLC, or an institutional lender.

15. COVENANTS RUNNING WITH THE LAND. The covenants, conditions, and restrictions contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all person acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

16. SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity of any portion hereof shall not affect the validity or enforceability of any other provision hereof.

17. INTERPRETATION. The provisions of this declaration shall be liberally construed to effectuate its purposes to create a uniform plan for the development and operation of the property.

18. EFFECTIVE DATE. This declaration shall take effect upon recording with the Skagit County Auditor's office.

Norm Coker
NORM COKER

Mary Coker
MARY COKER

STATE OF WASHINGTON }

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COUNTY OF SKAGIT }

On this day personally appeared before me Norm Coker and Mary Coker to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my had and official seal this 28th day of December, 1993.

Candace M. Taylor Candace M. Taylor
Notary Public in and for the State
of Washington, residing at
Mount Vernon

My appointment expires 1/1/97.

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EXHIBIT "A"

Lots 1-4 inclusive, Short Plat No. 93-011, approved October 19, 1993, recorded October 20, 1993 in Book 11 of Short Plats, pages 3 and 4, under Auditor's File No. 9310200068 and being a portion of the South $\frac{1}{2}$ of Section 20, Township 33 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across a strip of land 50 feet wide, being 25 feet wide on each side of the centerline of the railroad of the English Lumber Company, as the same has heretofore been surveyed, staked out and established upon, over and across the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 33 North, Range 4 East, W.M., lying Northeasterly of the Northeasterly line of Cedardale Road.

Situate in the County of Skagit, State of Washington.

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