

401191

Anna S. Axelson, a spinster, being the owner of Lot 18, Block 2, and

Oscar Drewsen and Dolly Drewsen, husband and wife, being the owners of Lot 14, Block 1, and

Robert E. Farrell and Marie G. Farrell, husband and wife, and Richard W. Phillips and Helen A. Phillips, husband and wife, being the owners of all other lots in that certain addition known as

MOUNT VERNON HEIGHTS ADDITION, SKAGIT COUNTY, WASHINGTON

and First Federal Savings and Loan Association of Bremerton, a corporation chartered under the laws of the United States of America mortgagee, under a first mortgage covering the above described property,

on their behalf and on behalf of all subsequent purchasers and owners of any part of said property, do hereby impose the following Protective Covenants on all of the above described Addition, said Protective Covenants to be referred to or be incorporated in and to be considered a part of every contract of sale and deed to any part or portion of said Addition.

(A) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars and any other outbuildings incidental to residential use of the plot. No business or commercial activity of any kind shall be carried on in any such dwelling or building in this Addition, nor shall intoxicating liquor or beer be sold or manufactured for sale thereon.

(B) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Julie Lingle, Reuben Youngquist, and Robert E. Farrell, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the makings of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1952. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(C) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty feet to the front lot line, nor nearer than twenty feet to any side street line. No building, except a detached garage or other outbuilding located ninety feet or more from the front lot line, shall be located nearer than five feet to any side lot line.

(D) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than sixty feet at the front building setback line.

(E) No noxious or offensive trade or activity shall be carried on upon any lot nor shall any livestock or fowl be kept thereon or anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

(G) No dwelling costing less than \$4,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 864 square feet in the case of a one-story structure not less than 720 square feet in the case of a one and one-half, two, or two and one-half story structure.

(H) No hedge over 42 inches high shall be permitted to remain, and no fence over 42 inches high and other than light membered wood or metal, shall be erected between the rear line of any building and the front property line or within the front 40 feet of any lot or building plot. No fence over four feet in height shall be erected on any part of any lot or building plot.

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

(J) Any dwelling or structure erected or placed on any lot or plot shall be completed as to exterior appearance, including finish painting within six (6) months from date of commencement of construction.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change 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 real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover the damages or other dues for such violation.

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

IN WITNESS WHEREOF the said Anna S. Axelson, Oscar Drewsen, Dolly Drewsen, Robert E. Farrell, Marie G. Farrell, Richard W. Phillips and Helen A. Phillips, have hereunto set their hands and seals, and First Federal Savings and Loan Association of Bremerton, a corporation, chartered under the laws of the United States of America, has caused its corporate name and seal to be hereunto subscribed and affixed and these presents to be executed by its officers thereunto duly authorized this 18th day of February, 1947.

Oscar Drewsen
Dolly Drewsen
Anna S. Axelson

Richard W. Phillips
Helen A. Phillips
Marie G. Farrell



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BREMERTON

STATE OF WASHINGTON)
COUNTY OF SKAGIT)ss

C. A. Fulmer
President
E. G. Ewbank
Asst. Secretary

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of February, 1947, personally appeared before me Oscar Drewsen, Dolly Drewsen, Anna S. Axelson, Richard W. Phillips, Helen A. Phillips, Robert E. Farrell, and Marie G. Farrell to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



C. A. Fulmer
Notary Public in and for the State of Washington,
residing at Bremerton

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this 18th day of February, 1947, before me personally appeared C. A. Fulmer and E. G. Ewbank to me known to be the President and Assistant Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.



Wm. A. Hiller
Notary Public in and for the State of Washington,
residing at Seattle

RECEIVED FOR RECORD AT

4:47 P M Feb 20 1947

at request of Mt. Vernon Abn. Co.

EDW. DANIELSON, Auditor
Skagit Co., Washington

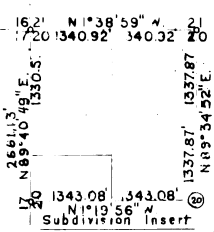
MOUNT VERNON HEIGHTS ADDITION MOUNT VERNON WASH.

N 1°29'17.5" W.
1342.00'

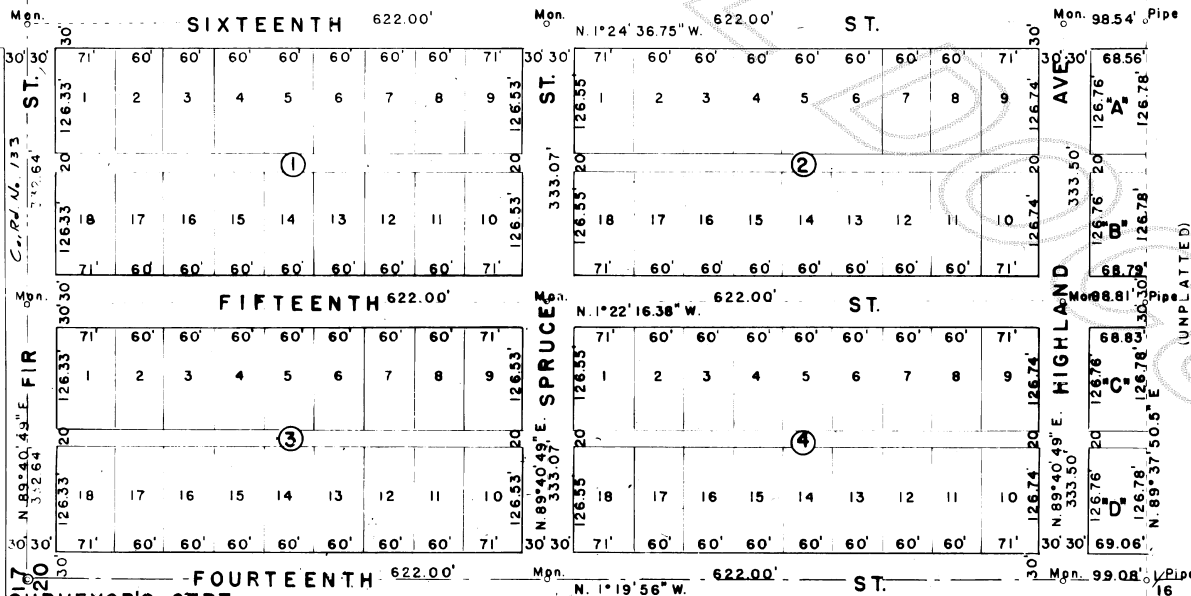
1/16

Scale 1"=100'

(UNPLATTED)



*Grantee to
Purchase
Project Sound Power & Light
through all streets and
to Comm. Dec. 2, 1946*



SURVEYOR'S CERT.
I hereby CERTIFY that this plat of Mount Vernon Heights Addition to Mount Vernon is based on an actual survey and sub-division of a portion of Sec. 20, Twp. 34 N., R. 4 E., W.M., that the distances, courses and angles are shown thereon correctly, monuments set, lot corners staked, that the provisions of statute complied with.
Russell W. Davis
Registered Land Surveyor

Examined and Approved this 12 day of July 1946 by the Board of County Commissioners and the County Engineer of Skagit County Washington.
James J. Farrell Chairman
H.O. Jullberg Engineer

Filed for RECORD at the request of on this 12 day of July A.D. 1946 at minutes past o'clock P.M., and Recorded in Volume 6 of Plats at page 47 Records of Skagit County Washington.
Auditor of Skagit County Wash.

DESCRIPTION
This Plat of Mount Vernon Heights Addition to Mount Vernon Washington embraces the following described parcel of land, to wit: The West one-half of the North west one-quarter of the North East one-quarter of Section 20, Township 34 North, Range 4 East, W.M.

DEDICATION
KNOW ALL MEN BY THESE PRESENTS that we, the undersigned *Helen A. Phillips, his wife, Marie G. Farrell, his wife* R.W. Phillips and R.E. Farrell owners in fee simple of the lands hereby platted, do hereby declare this plat to be known as MOUNT VERNON HEIGHTS ADDITION to MOUNT VERNON, and do hereby dedicate to the use of the public forever, all streets and public ways shown thereon for and as public highways. In witness whereof the aforesaid R.W. Phillips and R.E. Farrell have caused their names to be hereunto subscribed and their seals to be affixed this day of July 1946.
R.W. Phillips Seal
R.E. Farrell Seal

ACKNOWLEDGEMENT
State of Washington S.S.
County of Skagit S.S.
This is to CERTIFY that on this 12 day of July 1946 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared *Helen A. Phillips, his wife, and Marie G. Farrell, his wife* R.W. Phillips and R.E. Farrell to me known to be the persons who executed the foregoing dedication, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.
Witness my hand and official seal the day and year first above written.

Notary Public for the State of Washington, residing at Mount Vernon.

TREASURER'S CERTIFICATE
I hereby CERTIFY that all taxes heretofore levied and which have become a lien upon the lands herein described, have been fully paid and discharged, according to the records of my office, up to and including the year of 1946.
Treasurer of Skagit County Wash.

TITLE CERTIFICATE
We, the undersigned, do hereby CERTIFY that the lands described herein are vested in *Richard Phillips & Helen Phillips, his wife, & Robert E. Farrell, his wife, Marie G. Farrell, his wife* in fee simple, subject to unpaid local improvement assessments, if any, and subject further to the following encumbrances: Mineral reservations in Vol. 41 Deeds, pg. 285.
In testimony whereof the Mount Vernon Abstract & Title Co. has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed this 22 day of July 1946 at 8 o'clock A.M.
Mount Vernon Abstract & Title Co.
By *[Signature]*