

## PROTECTIVE COVENANTS IMPOSED UPON PLAT OF VEDERE TERRACE

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all properties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If 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 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.

**LAND USE AND BUILDING TYPE:** All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height, and a private garage for not more than two cars.

**DWELLING, COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost for the minimum permitted dwelling size. The ground floor area of the main structure, except of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

**BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line, if any, than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line; and in any event no building shall be located on any lot, fronting on Peterson Road, nearer than 30 feet to the front line of said lot. No side yard shall be required for a detached garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No building shall be located nearer than 5 feet to an interior lot line except for the above. No dwelling shall be located on any interior lot nearer than 25 feet, to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

**LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

**NUISANCES:** 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 nuisance to the neighborhood.

**TEMPORARY STRUCTURES:** No structure of a temporary character,



trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot any time as a permanent residence, nor temporary for a period of longer than 9 months.

**LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**FENCES, WALLS, OR HEDGES:** No fence, wall or hedge, except a necessary retaining wall, shall be erected, placed or altered on any lot neared to any street than the minimum building setback line.

**COMPLETION REQUIREMENTS:** Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within 9 months from start of construction.

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

**OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

*Iver Knutzen*  
Mary Knutzen

*Wayne Jurgena*  
Audrey Jurgena

STATE OF WASHINGTON,

COUNTY OF Skagit

Received for record at 3:21 P. May 13 1958

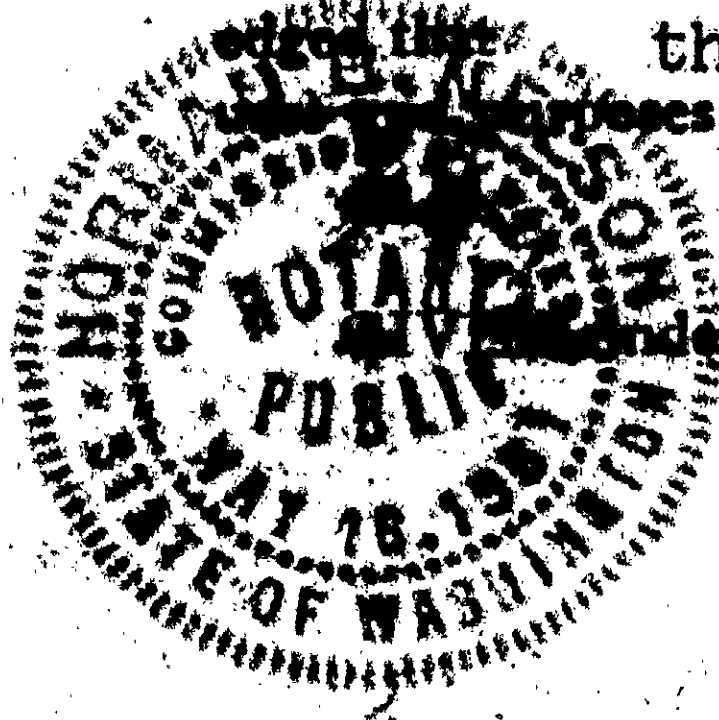
at request of *W. Knutzen & Co.*

EDW. DANIELSON, Auditor Skagit Co., Washington.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 21 day of February, 1958 personally appeared before me

Iver Knutzen-Mary Knutzen, his wife, Wayne Jurgena and Audrey Jurgena, husband and wife

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 purposes therein mentioned.



and under my hand and official seal the day and year last above written.

*Edward Danielson*

NOTARY PUBLIC in and for the State of  
Washington, residing at  
Mount Vernon