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PROTECTIVE COVENANTS IMPOSED UPON THE PLAT OF
CLEARIDGE, CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON

THIS INDENTURE and declaration of covenants running with the land was made this 12th day of November, 1979 by Myron J. Thomas and Helen Thomas, Kenneth N. Thomas and Ruth M. Thomas, Glen Thomas and Rose Thomas, owners of CLEARIDGE, Addition to the City of Anacortes, according to the recorded plat thereof in the office of the auditor of Skagit County, State of Washington in Volume 12 of plats, pages 76, 77, 78 and 79.

All lots in the tract shall be known and designated as residential lots. No structure or building of any kind shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling for single family occupancy only, not to exceed a maximum height of 24 feet, and a private garage for not more than three standard size passenger automobiles.

No building shall be erected 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 the Architectural Control Committee as designated herein.

Said Architectural Control Committee shall be presently composed of the original land owners, Myron J. Thomas, 25317 Mountain Drive, Arlington, Washington 98223; Kenneth N. Thomas, 2051 State Highway 9, Mount Vernon, Washington 98273; Glen Thomas, 7022 157th S. W., Edmonds, Washington 98020.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenants. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion, thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

BUILDING LOCATION. All setback requirements regarding location of building as to interior lot lines, side yards, rear and front lot lines, are to coincide with the code and ordinances of the City of Anacortes, State of Washington.

The ground floor area of the main structure of a dwelling, exclusive of one-story open porches and garages, shall be not less than One Thousand One Hundred Fifty (1,150) square feet for a one-story dwelling nor less than Nine Hundred (900) square feet for a dwelling of more than one story (for the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

All owners are to be made aware that there is an existing Port of Anacortes airport along the easterly boundary. All lots adjacent to the airport must meet flight easement restrictions.

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within 12 months from the date of commencement of construction.

No owner or contract purchaser of any lot shall permit any vehicle owned by him or by any member of his family or guest of his, which, if in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight hours. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Architectural Control Committee its presence offends the sensibilities of the occupants of the neighborhood.

Return To:
Thomas Bros.
25317 Mountain Drive
Arlington, Wash 98223

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at request of

Luella Henry, Auditor Skagit Co., Washington

Received for record at Nov 28 1979 10:50 A.M.

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OIL AND MINING OPERATION. No oil drilling, oil development operation, 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.

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

No basement, tent, garage, barn or other outbuilding erected in 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.

No fuel tank shall be maintained above ground on any lot unless screened from view in a manner satisfactory to the Architectural Control Committee.

No individual sewage-disposal system shall be permitted on any lot. All residences shall connect to public sewers.

No individual water-supply system shall be permitted on any lot.

No fence, wall, hedge, or mass planting shall at any time, where permitted extend higher than five feet above ground in rear or side yards, nor more than four feet above ground in front yards. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. No trees, shrubs or other vegetation shall be planted or allowed to grow that would interfere with the view of other property owners with the exception of existing vegetation when the lot was purchased.

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 purposes.

No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Unsightly outdoor storage of any personal property will not be permitted.

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 person or persons owning any real property situated in said development or subdivision to prosecute any proceeding 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 any dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall be nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

Myron J. Thomas
Myron J. Thomas

Helen Thomas
Helen Thomas

Kenneth N. Thomas
Kenneth N. Thomas

Ruth M. Thomas
Ruth M. Thomas

Glen Thomas
Glen Thomas

Rose Thomas
Rose Thomas

State of Washington) ss.
County of Skagit)

On this day personally appeared before me Myron J. Thomas and Helen Thomas, h&w; Kenneth N. Thomas and Ruth M. Thomas, h&w; Glen Thomas and Rose Thomas, h&w; to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 28 day of November, 1979.

Jessie H. Pickering
Notary Public in and for the State of Washington
residing at Ball

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