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T-78875-E

LAND TITLE COMPANY OF SKAGIT COUNTY

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Restrictive Covenant

The undersigned parties, being owners of certain real property within Skagit County, Washington, as inducement and consideration for the purchase of real property from a third party by Garland, hereby jointly and severally agree as follows:

**1. Parties.** The parties to this agreement are:

a. Leonard Halverson and Jeanne Halverson, husband and wife, hereinafter called "Halverson";

b. Donald E. Garland, Jr., a single man, dba Garland Construction, hereinafter called "Garland." / and Lynn Miner, a\*  
\*single woman

**2. Halverson Legal Descriptions.** Halverson is the owner of real property legally described as follows:

Lot 7, Block 6, "BINGHAM ACREAGE," as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

*Except* the East 20 feet thereof;

*Also, except* the South 38.71 feet thereof;

*Also, except* the West 1 (one) foot thereof;

Situated in Skagit County, Washington.

**3. Garland and Miner Legal Description.** Garland has purchased or will purchase that real property legally described on the attached Schedule "A-1", incorporated herein by reference.

**4. Restrictive Covenants.** Halverson hereby agrees that the real property legally described in Section 2 above shall be subject to the following restrictive covenants, which shall benefit that real property legally described in Section 3 above:

A. Any construction, buildings, additions, repairs, and improvements, and any trees, landscaping, or vegetation now located, allowed to grow, or to be placed on that real property legally described in Section 2 above shall be limited in height, and so situated, so as no not impede or impair the scenic view from that real property legally described in Section 3.

B. Any construction, buildings, additions, repairs, and improvements, and any trees, landscaping, or vegetation now located, allowed to grow, or to be placed on that real property

legally described in Section 2 above shall not exceed a height of four (4) feet above the highest point of that real property legally described in Section 2, nor exceed a height of 20 feet from the ground at the highest point, whichever is less.

C. These restrictions are cumulative, and not in the alternative.


**5. Successors in Interest.** The parties agree that this Restrictive Covenants agreement, and the promises made herein, constitutes a covenant running with the real property described above and shall be binding on and benefit the parties hereto, their heirs, assigns and successors in interest to such property, and that this Agreement shall be filed for record in the office of the Skagit County Auditor.


**6. Remedies.** In the event these covenants are violated by the owners of the real property legally described in Section 2, the owners of benefited real property, legally described in Section 3, may seek judicial relief, including injunctive relief and specific performance, in addition to any other remedy available at law or equity.

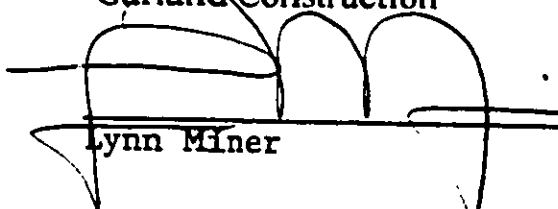
**7. Ownership.** Halverson hereby declares that he/they is/are the sole owner(s) of the property described herein and has/have full power to commit said property to this Agreement.

DATED this 2nd day of July, 1996.

  
Leonard Halverson

  
Jeanne Halverson

  
Donald E. Garland, Jr., aka  
Garland Construction

  
Lynn Miner

9607050005

STATE OF WASHINGTON

County of Skagit

) ss.

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day personal appeared before me Jeanne Halverson and Leonard Halverson, to me known to be the individuals described in and who executed the within instrument and acknowledged that he/they signed and sealed the same as his/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 2nd day of July, 1996.

Candace M. Taylor

Notary Public in and for the State of Washington, residing at

Mount Vernon

My commission expires: 1/1/97

Print name: Candace M. Taylor

STATE OF WASHINGTON

County of Skagit

) ss.

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day personal appeared before me Donald E. Garland, Jr. and Lynn J. Miner to me known to be the individuals described in and who executed the within instrument and acknowledged that he/they signed and sealed the same as his/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 2nd day of July, 1996.

Candace M. Taylor

Notary Public in and for the State of Washington, residing at

Mount Vernon

My commission expires: 1/1/97

Print name: Candace M. Taylor

Schedule "A-1"

T-78875-E

DESCRIPTION:

PARCEL "A":

Lot 14, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South 38.71 feet of Lot 7, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The West 1 (one) foot and the East 20.00 feet of Lot 7, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the South 38.71 feet thereof.

TOGETHER WITH that portion of the right-of-way which, upon vacation, attached to the North line of said Lot 7 and which lies West of the Southerly prolongation of the East line of the West 3.43 feet of Lot 9, Block 3, "BINGHAM ACREAGE".

TOGETHER WITH a non-exclusive easement over, under, and through the East 14.00 feet of the West 15.00 feet of said Lot 7, including that portion of the vacated right-of-way adjacent to the North line thereof which lies West of the Northerly prolongation of the East line of the West 15.00 feet of said Lot 7 for construction, maintenance, and operation of a water line to be installed within the above described parcel, EXCEPT the South 38.71 feet of said Lot 7.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The East 1 (one) foot of the West 3.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the North 10.00 feet thereof.

Situate in the County of Skagit, State of Washington.

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Schedule "A-1"

T-78875-E

DESCRIPTION CONTINUED:

PARCEL "E":

Beginning at the Northeast corner of the West 2.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington;  
thence North 89°33'49" East along the North line of said Lot 2, a distance of 3.00 feet;  
thence South 00°02'20" East, a distance of 3.00 feet;  
thence South 15°52'34" East, a distance of 7.29 feet to the point of intersection of the East line of the West 3.43 feet of said Lot 2 with the South line of the North 10 feet of said Lot 2;  
thence South 89°33'49" West, a distance of 1.00 feet to the East line of the West 2.43 feet of said Lot 2;  
thence North 00°02'20" West along said East line a distance of 10.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement over, under, and through the East 15.00 feet of the West 17.43 feet of said Lot 2 for construction, maintenance, and operation of a water line.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

The East 1 (one) foot of the West 3.43 feet of Lot 9, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

TOGETHER WITH that portion of the right-of-way which, upon vacation, attached to the South line of said Lot 9 and which lies between the Southerly projection of the sidelines of the hereinabove described 1 (one) foot strip.

TOGETHER WITH a non-exclusive easement over, under, and through the East 15.00 feet of the West 17.43 feet of said Lot 9, including that portion of the vacated right-of-way lying between the Southerly projection of the sidelines of said 15.00 foot strip for construction, maintenance, and operation of a water line.

Situate in the County of Skagit, State of Washington.

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