

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: ✓ That ALDERBROOK DEVELOPMENT COMPANY, a Washington corporation, the owner of the following described property:

Lots 6 to 10 inclusive, Block 1  
Lots 1 to 4 inclusive, Block 3  
Lots 22 to 28 inclusive, Block 4

all of Alderbrook Park Division No. 1, King County, Washington, as per plat recorded with the County Auditor of King County, Washington, in Volume 44 of Plats, pages 71 and 72, records of King County.

and: ✓ THE SAND POINT CONSTRUCTION COMPANY, a Washington corporation, the owner of the following described property:

Lots 1 to 5 inclusive, Block 1  
Lots 1 to 10 inclusive, Block 2  
Lots 7 to 11 inclusive, Block 4  
Lot 13 Block 4

all of Alderbrook Park Division No. 1, King County, Washington, as per plat recorded with the County Auditor of King County, Washington, in Volume 44 of Plats, pages 71 and 72, records of King County.

and: ✓ THE BROOKFIELD CONSTRUCTION COMPANY, a Washington corporation, the owner of the following described property:

Lots 1, 3, 4, 6 and Lots 14 to 21 inclusive, Block 4  
Lots 5 to 16 inclusive, Block 3

all of Alderbrook Park Division No. 1, King County, Washington, as per plat recorded with the County Auditor of King County, Washington, in Volume 44 of Plats, pages 71 and 72, records of King County.

and: ✓ ARN J. ANTONSEN and INEZ P. ANTONSEN, his wife, the owners of the following described property:

Lot 12, Block 4

all of Alderbrook Park Division No. 1, King County, Washington, as per plat recorded with the County Auditor of King County, Washington, in Volume 44 of Plats, pages 71 and 72, records of King County.

and: ✓ LEONARD B. BARLOW and CHARLENA C. BARLOW, his wife, the owners of the following described property:

Lot 5, Block 4

all of Alderbrook Park Division No. 1, King County, Washington, as per plat recorded with the County Auditor of King County, Washington, in Volume 44 of Plats, pages 71 and 72, records of King County.

and: JACK MICHAEL DICKINSON and DOROTHY H. DICKINSON, his wife, the owners of the following described property:

Lot 2, Block 4

all of Alderbrook Park Division No. 1, King County Washington, as per plat recorded with the County Auditor of King County, Washington, in Volume 44 of Plats, pages 71 and 72, records of King County.

hereby declare and establish the following protective covenants with respect to all of the lots in said Alderbrook Park Division No. 1, above described, to wit:

(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 one and one-half stories in height and a private garage for not more than two cars.

(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 officers of ALDERBROOK DEVELOPMENT COMPANY, 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 making 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 1st, 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 20 feet to the front lot line, nor

nearer than 10 feet to any side street line. No Building, except a detached garage located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 30 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6300 square feet or a width of less than 57 feet at the front building setback line.

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

(f) No trailer, basement, tent, shack, 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.

(g) No dwelling costing less than \$5000.00 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 720 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one half story structure.

(h) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(i) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within eight months from date of commencement of construction and shall be connected to septic tank or public sewer.

(j) Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of Public Health and the local authorities.

(k) No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than 2 feet above the finished grade at the back of said retaining wall.

(l) No person of any race other than the White or 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.

These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1982, 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 damages or other dues for such violation.

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

The parties who are signers hereto covenant and agree, in consideration of their mutual benefits and for the other parties joinder herein, to the terms of the above protective covenants.

IN WITNESS WHEREOF, the said ALDERBROOK DEVELOPMENT COMPANY, a Washington corporation, by its duly authorized officers and the other individual signors by their hand and seal have duly executed this instrument this 23rd day of December, 1948.



ALDERBROOK DEVELOPMENT COMPANY,

By: J. H. Jurey  
President

By: J. D. Nelson  
Secretary

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 23rd day of December 1948, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_

and Geo W Jurey  
J. D. Nelson

to me known to be the President and Secretary, respectively, of ALDERBROOK DEVELOPMENT COMPANY, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument, and that the seal affixed is the corporate seal of said corporation.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

W. B. Fuller

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

IN WITNESS WHEREOF, the said SAND POINT CONSTRUCTION COMPANY, a Washington corporation, by its duly authorized officers and the other individual signors by their hand and seal have duly executed this instrument this 23<sup>rd</sup> day of December, 1948.



SAND POINT CONSTRUCTION COMPANY

By: G. Weldon Gwynn *Pres.*

By: Pauline Gwynn *Secy. Treas.*

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 28<sup>th</sup> day of December 1948, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. Weldon

Gwynn  
and Pauline Gwynn  
to me known to be the President. and Secretary Treasurer respectively, of SAND POINT CONSTRUCTION COMPANY, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Robert Bruce  
Notary Public in and for the State of Washington, residing at Seattle.

IN WITNESS WHEREOF, the said BROOKFIELD CONSTRUCTION COMPANY, a Washington corporation, by its duly authorized officers and the other individual signors by their hand and seal have duly executed this instrument this 23rd day of December, 1948.



BROOKFIELD CONSTRUCTION COMPANY

By: G. Weldon Gwynn, Jr.

By: Pauline Gwynn  
Secy Treas.

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF KING      )

On this 23rd day of December 1948; before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. Weldon Gwynn and Pauline Gwynn to me known to be the President and Secretary-Treasurer respectively, of BROOKFIELD CONSTRUCTION COMPANY, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal here to affixed the day and year in this certificate above written.



E. Dees M. Bruce

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



IN WITNESS WHEREOF, the said ARN J. ANTONSEN and INEZ P. ANTONSEN,  
his wife, by their hand have duly executed this instrument this 27th  
day of Dec., 1948.

By: Arnold J. Antonson

BY: Inez P. Antonson

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF KING         )



I hereby certify that on this 27th day of Dec., 1948,  
personally appeared before me ARN J. ANTONSEN and INEZ P. ANTONSEN,  
his 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 uses and purposes therein mentioned.

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

D.E. Costen  
Notary Public in and for the State  
of Washington, residing at Seattle.

2604 1/2 St N  
N 7th St  
IN WITNESS WHEREOF, the said LEONARD B. BARLOW and CHARLENA C. BARLOW his wife, by their hands have duly executed this instrument this 27<sup>th</sup> day of Dec. 1948.

Leonard B. Barlow  
Charlena C. Barlow

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF KING      )

I hereby certify that on this 27<sup>th</sup> day of Dec, 1948, personally appeared before me LEONARD B. BARLOW and CHARLENA C. BARLOW, his 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 uses and purposes therein mentioned.

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

D. E. Ostrom  
Notary Public in and for the State of Washington, residing at Seattle.



IN WITNESS WHEREOF, the said JACK MICHAEL DICKINSON and DOROTHY H. DICKINSON, his wife, by their hands have duly executed this instrument this 27<sup>th</sup> day of Dec. 1948.

Jack Michael Dickinson  
Dorothy H. Dickinson

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF KING      )

I hereby certify that on this 27<sup>th</sup> day of Dec. 1948, personally appeared before me JACK MICHAEL DICKINSON and DOROTHY DICKINSON, his 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 uses and purposes therein mentioned.

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

D. E. Ostrom  
Notary Public in and for the State of Washington, residing at Seattle



Filed for Record  
Request of Alderbrook Development Co.  
ROBERT A. MORRIS, County Auditor  
Dec. 28 1948 P.M. 3.53



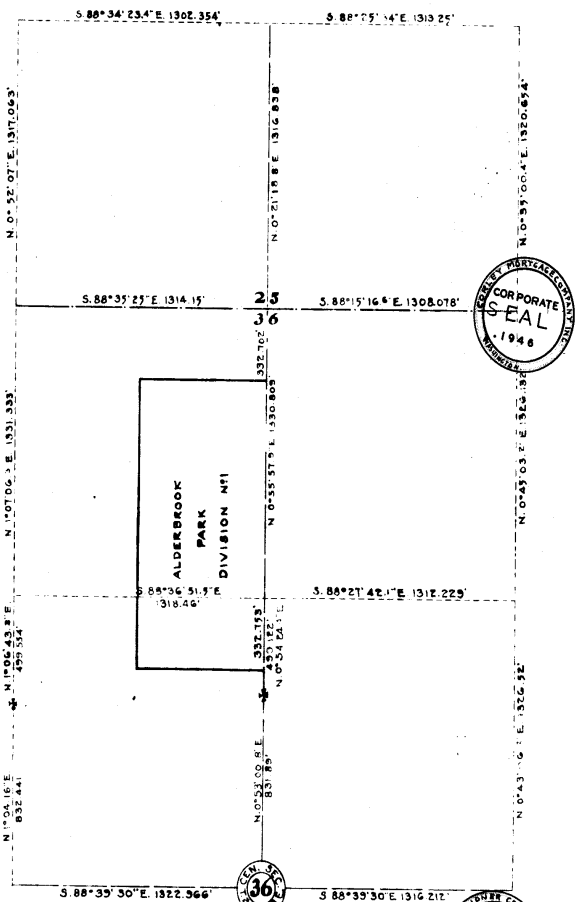
# ALDERBROOK PARK DIV. NO.1

Section 36 Twp.26N. R.3.E. W.M.

April 1946

SHEET 1 OF 2 SHEETS

General Engineering Co.  
Engineers



## DESCRIPTION Index Map

The SE 1/4 of the NW 1/4 of the NW 1/4 and the S 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 and the N 1/2 of the SE 1/4 of the NW 1/4 of Sec. 36, Twp. 26N, R.3E, W.M. Except a parcel described as follows: Beginning at the N 1/4 Cor. of Sec. 36, thence S 1/2 along the Center Line of 8<sup>th</sup> Ave. NW 695.97' to the true point of beginning, thence W 1/2 238.00', thence S 1/2 104.60', thence E 1/2 238.00', thence N 1/2 along the center line of 8<sup>th</sup> Ave. NW 104.00' to the true point of beginning, Except the E. 30' and except another parcel described as follows: Beginning at a point on the W 1/2 margin of 8<sup>th</sup> Ave. NW, which is N. 88° 36' 51.3\"

Scale: 1" = 400'

I hereby certify that the within plot of Alderbrook Park Div. No. 1 is duly approved by the KING COUNTY PLANNING COMMISSION

this 21<sup>st</sup> day of August, AD 1947

J.R. Heath  
Secretary

W.V. Weaver  
Executive Officer

Sam Johnson  
Chairman

Examined and approved this 16<sup>th</sup> day of August, AD 1947

Taylor M. Green  
Chairman of the Board of  
County Commissioners

Attest Ralph J. Stender  
Clerk Board of County Commissioners

## RESTRICTIONS

No lot, or portion of a lot, in this plat shall be divided or sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the Use District stated on this plat; namely Six Thousand (6000) Square feet for R-1 Residence Use with a minimum lot or tract width of (60) feet, as shown on plat. All lots in this plat are restricted to Residence District use governed by and subject to restrictions rules and regulations of County Zoning Resolution N° 6494 and subsequent changes thereto by official County resolution.

## COVENANT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Alderbrook Development Co. Inc. owners in fee simple of the land hereby platted hereby covenant and agree that in consideration of the acceptance and approval by the plating authority of this plat with certain streets, avenues, boulevards and highways unimproved, we will improve in the manner required by the King County Platting Regulations and such streets, avenues, boulevards & highways before the sale of any piece or parcel of land abutting on any such street, avenue, boulevard or highway or deposit a bond to insure its improvement within one year from such sale. This covenant to run with the land in this plat and to be binding on the platters for the benefit of all such purchasers. IN WITNESS WHEREOF we have hereunto set our hands and seals this 22 day of July, A.D. 1947

ALDERBROOK DEVELOPMENT COMPANY INCORPORATED  
CORLEY MORTGAGE CO. INC. F. R. McABEE  
President  
SUE B. FULLER Attest B. O. NELSON  
Asst. Secretary Secretary

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Alderbrook Development Co. Inc. owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets, avenues and alleys shown hereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also parks, easements or whatever public property or places there are shown on the plat for the purpose therein indicated; also the right to make necessary slopes for cuts and fills upon the lots, blocks, tracts or parcels of land shown on this plat in the original reasonable grading of the streets, avenues and alleys and places shown thereon.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 22 day of July, A.D. 1947  
CORLEY MORTGAGE CO. INC. ALDERBROOK DEVELOPMENT COMPANY INCORPORATED  
Geo. W. Corley F. R. McABEE  
President President  
Attest SUE B. FULLER Attest B. O. NELSON  
Asst. Secretary Secretary

## ACKNOWLEDGMENT

STATE OF WASHINGTON } ss  
COUNTY OF KING }

This is to certify that on this 22 day of July, AD 1947 before me, the undersigned, a Notary Public, personally appeared F.R. McABEE and B.O. Nelson to me known to be the president and secretary of Alderbrook Development Co. Inc. and Geo. W. Corley and Sue B. Fuller known to me to be the President and Secretary of Corley Mortgage Co. Inc. that executed the within instruments and acknowledged to me that they signed & sealed the same as the free & voluntary acts & deeds of said corporations, for the uses & purposes therein mentioned, and on oath stated that they were authorized to execute said instruments and that the seals affixed are the corporate seals of said corporations WITNESS my hand and official seal the day and year first above written.

LETHA D. PONTIUS  
Notary Public in and for the State of Washington  
residing in Seattle.

3718665

Filed for the record at the request of the King County Planning Commission this 22 day of Aug. AD 1947 at 22 minutes past 8 A.M. and recorded in Vol. 44 of plats, Page 722 Records of King County.

M.B. Williams  
Deputy County Auditor

Robert A. Morris  
County Auditor

I hereby certify that the plat of Alderbrook Park Div. No. 1 is based on an actual survey and subdivision of Sec. 36 Twp. 26N. R.3E. W.M. that the distances, courses and angles are shown thereon correctly; that the monuments have been set and lot and block corners staked correctly on the ground, or earnest money has been posted to covenant thereat; that I have fully complied with the provisions of the statutes and platting regulations GENERAL ENGINEERING CO. INC.

Date July 22, 1947

By A.A. Oliver  
Certificate No. 1789 Renewal Nov 21, 1947

Examined and approved this 15<sup>th</sup> day of August, AD 1947

County Road Engineer

# ALDERBROOK PARK DIV. NO.1

Section 36 Twp.26N. R.3 E. W.M.

August 1947

SHEET 2 OF 2 SHEETS

General Engineering Co., Inc.  
Engineers.

Scale: 1 in. = 100 feet

UNPLATTED

UNPLATTED

UNPLATTED

