DECLARATION
OF
RESERVATIONS AND PROTECTIVE RESTRICTIONS
AVIATION HEIGHTS DIVISION #2.

ALSO TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY:—BEGINNING AT A
POINT 2007.27 FEET SOUTH AND 649.64 FEET EAST OF THE NORTHWEST
CORNER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M. AND
RUNNING THENCE NORTH 80°45'10" WEST, 40.00 FEET; THENCE SOUTH
81°14'20" WEST, 92.50 FEET; THENCE SOUTH 90°11'20" EAST, 23.64
FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT OF RADIUS
92.00 FEET, A DISTANCE OF 61.57 FEET; THENCE TANGENT TO SAID
CURVE SOUTH 48°00'35"0 EAST, 13.78 FEET TO A POINT WHICH BEARS
SOUTH 41°56'10" WEST FROM THE PLACE OF BEGINNING; THENCE NORTH
41°56'10" EAST, 80.80 FEET TO THE PLACE OF BEGINNING; THIS PROPERTY
DESCRIBED AS: LOT ONE (1), BLOCK THREE (3), AVIATION HEIGHTS
DIVISION #2.

ALSO TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY:—BEGINNING AT A
POINT 1886.75 FEET SOUTH AND 767.32 FEET EAST OF THE NORTHWEST
CORNER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M. AND
RUNNING THENCE NORTH 60°30'30" WEST 145.00 FEET TO THE TRUE POINT
OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 60°30'30"
WEST, 68.00 FEET; THENCE NORTH 83°09'21"0 EAST, 95.64 FEET TO THE
WESTERLY BOUNDARY OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY;
THENCE SOUTHERLY ALONG THE SAID WESTERLY BOUNDARY ON A CURVE TO
THE RIGHT OF RADIUS 14°07.69 FEET (THE TANGENT AT THIS POINT BEARS
SOUTH 30°57'10" EAST), A DISTANCE OF 1.51 FEET; THENCE SOUTH
30°57'10" EAST, 65.56 FEET TO A POINT WHICH BEARS NORTH 83°29'30"
EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°29'30"
WEST, 91.95 FEET TO THE TRUE POINT OF BEGINNING; THIS PROPERTY
DESCRIBED AS: LOT FOUR (4), BLOCK FOUR (4), AVIATION HEIGHTS
DIVISION #2.

ALL LOTS IN THE TRACT SHALL BE KNOWN AS RESIDENTIAL LOTS,
EXCEPT LOTS TWO (2) TO TWELVE (12) INCLUSIVE, BLOCK FIVE (5) AND
LOTS ONE (1) AND TWO (2), BLOCK SIX (6) WHICH MAY BE USED FOR
ONE RESIDENTIAL UNIT FOR EACH TWENTY-FIVE HUNDRED (2500) SQUARE FEET,
OF GROUND AREA AND LOT THREE (3), BLOCK SIX (6)
AND LOT ONE (1), BLOCK FIVE (5) WHICH MAY BE USED FOR NEIGHBORHOOD
BUSINESS. APARTMENTS LOCATED ON LOT 1, BLOCK 6 ARE EXCEPTED FROM
2500 SQUARE FEET AREA RESTRICTIONS.

NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED
TO REMAIN ON ANY RESIDENTIAL BUILDING LOT OTHER THAN ONE DETACHED
SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A
ONE OR TWO CAR PRIVATE GARAGE.

NO BUILDING SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL
BUILDING LOT HAVING LESS THAN 5000 SQUARE FEET OF AREA OR A
WIDTH OF LESS THAN 50 FEET AT THE FRONT BUILDING SET BACK LINE.

NO BUILDING SHALL BE LOCATED ON ANY RESIDENTIAL BUILDING
LOT NEARER THAN 15 FEET TO THE FRONT LOT LINE OR NEARER THAN
10 FEET TO ANY SIDE STREET LINE.

NO BUILDING, EXCEPT A GARAGE OR OTHER OUT BUILDING LOCATED
60 FEET OR MORE FROM THE FRONT LOT LINE, SHALL BE LOCATED NEARER
THAN 5 FEET TO ANY SIDE LOT LINE.

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED
UPON ANY LOT OR SHALL ANYTHING BE DONE THEREON WHICH MAY BE
OR BECOME AN ANNOYANCE OR HUISIBLE TO THE NEIGHBORHOOD.

NO RACE OR NATIONALITY OTHER THAN THOSE OF THE WHITE OR
CAUCASIAN RACE SHALL USE OR OCCUPY ANY DWELLING ON ANY LOT
EXCEPT THAT THIS COVENANT SHALL NOT PREVENT OCCUPANCY BY DOMESTIC
SERVANTS OF A DIFFERENT RACE OR NATIONALITY EMPLOYED BY AN OWNER
OR TENANT.
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.

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with similar structures in the tract.

No building shall be erected, altered, placed or permitted to remain on any lot until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth. However, if the committee fails to approve or disapprove such design or location within 30 days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration, or placement of a structure for 30 days shall be construed as prima-facie evidence of committee approval. Said committee shall be appointed by the subdivider until one half of the lots in the tract are sold after which they shall be elected by the lot owners. The committee chairman shall sign all rejections and approvals of contemplated buildings and such rejection or approval shall be final unless a rejected plan is altered to suit the committee. It shall be the duty of the committee to inspect every contemplated building plan to be erected on any lot in said tract and to approve or reject each such plan in writing.
No dwelling costing less than $3200.00 shall be permitted on any lot in the tract except as hereinafter stipulated. The ground floor area of the main structure, exclusive of one story open porches, and garages shall not be less than 850 square feet in the case of a one story structure nor less than 750 square feet in the case of a one and one half or two story structure, except as hereinafter stipulated. The 850 and square foot area restrictions shall be generally as above stipulated except as follows:

<table>
<thead>
<tr>
<th>Lot</th>
<th>Price</th>
<th>Sq. Ft. Area</th>
<th>Single Floor</th>
<th>Sq. Ft. Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 15</td>
<td>Inclusive</td>
<td>1</td>
<td>$3800.00</td>
<td>900</td>
</tr>
<tr>
<td>16 to 25</td>
<td>Inclusive</td>
<td>1</td>
<td>$4500.00</td>
<td>1000</td>
</tr>
<tr>
<td>1 to 7</td>
<td>Inclusive</td>
<td>10</td>
<td>$3000.00</td>
<td>750</td>
</tr>
</tbody>
</table>

Easements affecting Lots 17 and 18, Block 1 and Lots 10 and 11, Block 2 are reserved as shown on the recorded plat, for utility and water installation and maintenance.

No rabbits, pigeons, chickens or other poultry or livestock, other than cats or dogs as pets, shall be kept by anyone residing in the tract without the consent in writing of all of the property owners within 300 feet of the lot on which such livestock is to be kept.

No dwelling shall be built without a toilet, lavatory or water closet properly installed and connected with an underground septic tank built in accordance with the specifications of the King County Health Department. The construction and installation of any such underground septic tank or tanks shall be completed before the dwelling, which is served, is occupied.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the time of commencement until the same is/are fully completed.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of lots it is agreed to change the 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 before January 1, 1965 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 or, them from doing so or to recover damages or other dues for such violation.

One

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 restrictions impressed on said lots, as aforesaid, are in lieu of any restrictions heretofore imposed by the parties hereto on any of said lots.

Dated this 17th day of November, 1939.

Signed

[Signature]

SUBDIVIDER CONTRACT PURCHASER

Signed

[Signature]

OWNERS OF LOT 1, BLOCK 3 AS DESCRIBED

Signed

[Signature]

OWNERS OF LOT 4, BLOCK 4 AS DESCRIBED

Signed

[Signature]

WHITE AND BOLLARD INC.

By [Signature]

MORTGAGEE LOT 1, BLOCK 3
AND LOT 4, BLOCK 4.

Signed

[Signature]

PUGET SOUND SAVINGS & LOAN ASSN.

By [Signature]

OWNER OF THE BALANCE OF THE PROPERTY
STATE OF WASHINGTON  
COUNTY OF KING  

ON THIS 6th DAY OF NOVEMBER, 1939, BEFORE ME, THE UNDERSIGNED 
A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED HAROLD W. ANDERSON 
TO ME KNOWN TO BE THE SECRETARY 
OF WHITE AND BOLLARD INC. 
A CORPORATION IN THE STATE OF WASHINGTON AND 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 HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT 
AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF THE SAID CORP-

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR 
IN THE CERTIFICATE ABOVE WRITTEN. 

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

STATE OF WASHINGTON  ss. 
COUNTY OF KING  

I, the undersigned, a notary public in and for the State of Wash-
ington, hereby certify that on this 6th day of November, 1939 
personally appeared before me 

and 

his wife to me known to be the individuals 
described in and who executed the foregoing instrument, and acknow-
ledged 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 
in the certificate above written. 

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

STATE OF WASHINGTON  ss. 
COUNTY OF KING  

I, the undersigned, a notary public in and for the State of Wash-
ington, hereby certify that on this 6th day of November, 1939 
personally appeared before me 

subdivider and contract purchaser to me known to be the individual described 
in and who executed the foregoing instrument, and acknowledged 
that he signed and sealed the same as his free and voluntary act 
and deed, for the uses and purposes therein mentioned. 

Given under my hand and official seal the day and year 
in the certificate above written. 

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

STATE OF WASHINGTON  ss. 
COUNTY OF KING  

I, the undersigned, a notary public in and for the State of Wash-
ington, hereby certify that on this 6th day of November, 1939 
personally appeared before me 

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 
in the certificate above written. 

Notary Public in and for the State of Washington Residing at Seattle.
STATE OF WASHINGTON
COUNTY OF KING

On this 21st day of November 1939, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me J.M. Donehue and R.A. M. Bean, to me known to be the President and Secretary of the Puget Sound Savings and Loan Association, a corporation in the State of Washington, and 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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of the said corporation.

Witness my hand and seal hereunto affixed the day and year in this certificate above written.

[Signature]

Notary Public in and for the State of Washington residing at [Address]

Filed for record Nov 1, 1939 9 4/46
Request of Puget Sound Title Insurance Co.
EARL MILLIKEN, County Auditor