

3169456

**RESTRICTIVE COVENANTS AND RESERVATIONS
RECORDED WITH PLAT OF FAIRCHILD ADDITION
NO. I TO KING COUNTY, WASHINGTON**

WHEREAS E. L. Franks and Clara B. Franks, his wife, and Joseph Fairchild and Mary Fairchild, his wife, are the owners and purchasers of the following described land, to wit:

The S. 1/2 of the S.W. 1/4 of the N.W. 1/4
of Section 1, Township 23 North, Range 3
East W. M., King County, Washington.

NOW THEREFORE THE SAID OWNERS AND PURCHASERS do hereby impose the following reservations and protective and restrictive covenants, the purpose of which are to insure the use of the property for attractive residential purposes, to prevent nuisances, to maintain the desired tone of the community, and thereby to secure to each property owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners:

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, 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 one 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.

- 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 two 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 Joe Fairchild, Mary Fairchild, and Jasper Fairchild, 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 1, 1945. 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 residence shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding 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 35 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 6000 square feet or a width of less than 60 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 be 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 \$2500 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 750 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, or two story structure.
- H. A perpetual easement and right of way upon, over, under and across each lot, as shown on plat, is hereby reserved for utility purposes, including the erection, construction, maintenance and operation of a pole line, with the necessary cross arms, wires, anchors and other appurtenances, for the transmission of electrical energy and for telephone and telegraph lines, together with the right at all times of ingress to and egress from said land for the purpose of construction, reconstruction, repairing, renewing, altering, patrolling and operation of said line, and the right to trim trees that might endanger said line.
- I. No persons 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.
- J. That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting within six months from date of commencement of construction and shall be connected to septic tank or public sewage.
- K. That as to lots which adjoin 30th Avenue SW, that no building nor any portion of any building nor any other structure shall be placed or maintained between the easterly boundary of said lots and a line running parallel thereto a distance of 10 feet westerly therefrom. Said 10 foot strip of ground shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strip of ground is prohibited except for the purpose of planting and maintenance thereof.
- L. No chickens or hogs, and not over two cats or two dogs shall at any time be kept on any lot embraced in this addition. Trees or shrubs grown on any lot shall not be allowed to exceed 25 feet in height if obstructing the view of adjoining or surrounding property.

Dated at Seattle, Washington this 1st day of May, 1941.

Joseph Fairchild

Mary E. Fairchild
PURCHASERS

G. L. Frankes

Clara B. Frankes
OWNERS

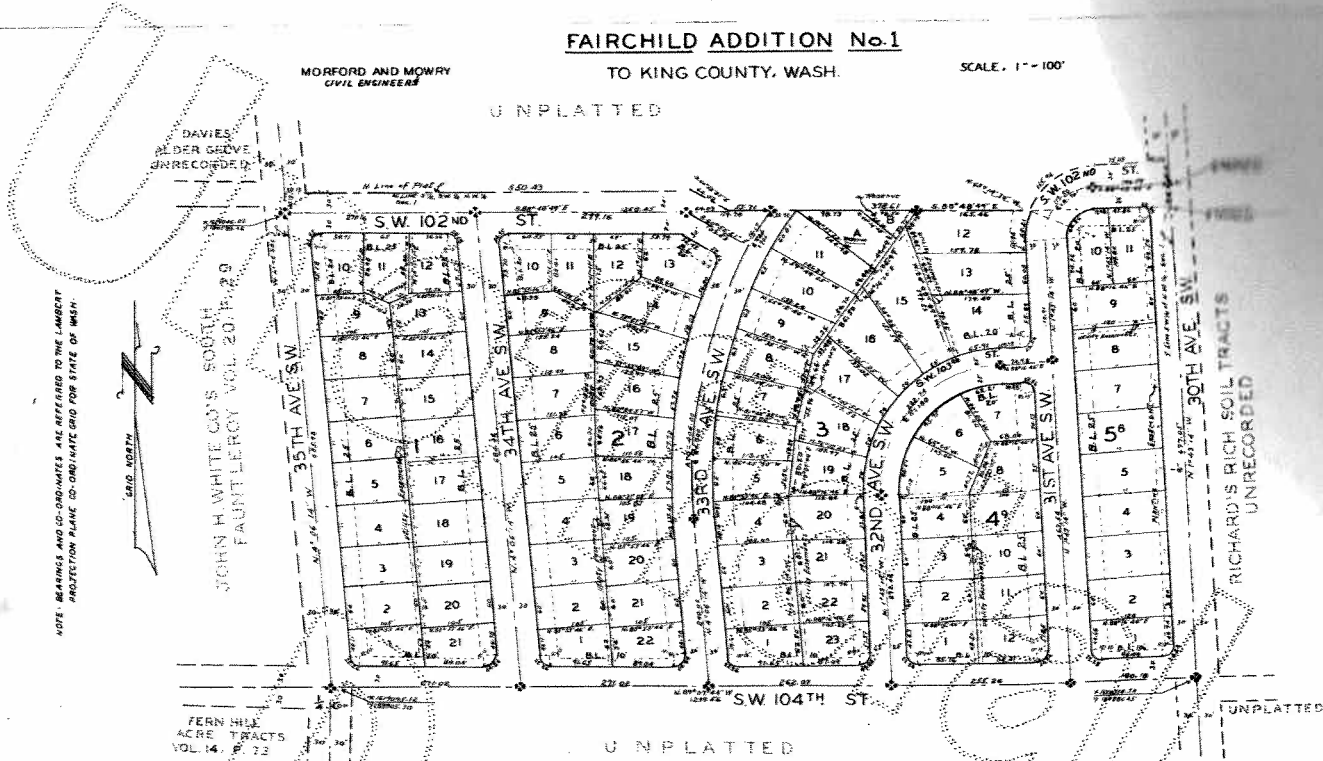
FAIRCHILD ADDITION No.1

TO KING COUNTY, WASH.

SCALE: 1" = 100'

MORFORD AND MOWRY
CIVIL ENGINEERS

UNPLATTED



DESCRIPTION

THIS PLAT OF FAIRCHILD ADDITION NO. 1 COVERS AND INCLUDES ALL OF THE S. 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, TOWNSHIP 23-N, RANGE 3 E., W.M., TOGETHER WITH THAT PORTION OF THE N. 1/2 OF THE SAID S.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, ADDITIONAL AND LYING SOUTH OF THE FOLLOWING DESCRIBED (ANGULAR LINE) BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 1, WHICH IS N. 4° 00' 12" W., 36.75 FEET DISTANT FROM THE N.W. CORNER OF THE SAID S. 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, AND RUNNING THENCE S. 88° 48' 09" E., PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION, 380.16 FEET; THENCE S. 89° 52' 27" E., 84.04 FEET TO A POINT IN THE NORTH LINE OF SAID SUBDIVISION; THENCE S. 89° 48' 09" E., ALONG THE NORTH LINE OF SAID SUBDIVISION 434.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100 FEET, AND WHOSE CENTER BEARS S. 65° 14' 30" E., A DISTANCE OF 113.34 FEET TO A POINT OF TANGENCY; THENCE S. 88° 48' 09" E., ALONG A LINE 80 FEET MONTE BEUF FROM AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION OF SECTION 1, 103.07 FEET TO A TERMINUS IN THE EAST LINE OF THE SAID S.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, EXCEPTING THEREFROM THE EAST 30 FEET, AND THE WEST 30 FEET OF THE FOREGOING PARCELS, WHICH ARE ALREADY TAKEN FOR COUNTY ROADS. ALL COURSES AND DIMENSIONS ARE AS SHOWN ON THE FACE OF THIS PLAT. ALL MONUMENTS ARE OF CONCRETE, EXCEPT AS OTHERWISE DESIGNATED.

RESTRICTIONS

NO LOT, OR A PORTION OF A LOT OF THIS PLAT, EXCEPT THOSE LOTS WHICH ARE HERETOFORE RESTRICTED TO BUSINESS USE, SHALL BE DIVIDED AND SOLD OR RE-SOLD, OR OWNED OR SHOWN OR TRANSFERRED, UNLESS THE DIMENSION OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE DISTRICT SHOWN ON THIS PLAT, NAMELY 6000 SQUARE FEET FOR RESIDENCE USE, ACCORDING TO KING COUNTY RESOLUTION NO. 8496, AS NOW IN FORCE, UNLESS OTHERWISE HERETOFORE RESTRICTED. ALL LOTS IN THIS PLAT ARE RESTRICTED TO RESIDENCE USE. FOR FURTHER RESTRICTIONS REGARDING THIS PLAT SEE VOLUME 128 OF RECORDS PAGE 2, RECORDS OF KING COUNTY, WASHINGTON.

FILED FOR RECORD AT THE REQUEST OF THE KING OF THE KING COUNTY PLANNING COMMISSION 708 S. 18. DAY OF JUNE, A.D. 1941, AT 52 MINUTES, PAST 3 P.M., AND RECORDED IN VOLUME 37 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

BY M.T.B. WILLIAMS
DEPUTY COUNTY AUDITOR

ROBERT A. MORRIS
KING COUNTY AUDITOR

I HEREBY CERTIFY THAT THE WITHIN PLAT OF FAIRCHILD ADDITION NO. 1 IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS 17 DAY OF JUNE A.D. 1941.

R.G. TYLER
CHAIRMAN OR VICE CHAIRMAN
OTWAY PARDEE
SECRETARY
DON S. JOHNSON
EXECUTIVE OFFICER

DEDICATION

I HEREBY CERTIFY THAT THE PLAT OF FAIRCHILD ADDITION NO. 1 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 1, TOWNSHIP 23-N, RANGE 3 E., W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOTS AND BLOCK CORNERS MARKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATION'S GOVERNING PLATTING.

I HEREBY CERTIFY THAT THE PLAT OF FAIRCHILD ADDITION NO. 1 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 1, TOWNSHIP 23-N, RANGE 3 E., W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOTS AND BLOCK CORNERS MARKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATION'S GOVERNING PLATTING.

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, E. L. FRANKS AND CLARA B. FRANKS, HIS WIFE, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, JOSEPH FAIRCHILD AND MARY FAIRCHILD, HIS WIFE, PURCHASERS BY CONTRACT OF THE S. 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, TOWNSHIP 23-N, RANGE 3 E., W.M., 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 ALL PUBLIC CASEMENTS OR WHATEVER PUBLIC PROPERTY OR PLACES THERE ARE SHOWN ON THE PLAT FOR THE PURPOSES THEREIN INDICATED; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS, OR PARCELS OF LAND SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF ALL THE STREETS, AVENUES AND ALLEYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS AND SEALS THIS 27th DAY OF JUNE, A.D. 1941.

E. L. FRANKS
CLARA B. FRANKS
JOSEPH FAIRCHILD
MARY FAIRCHILD

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF KING) S.S.

THIS IS TO CERTIFY THAT ON THIS 27th DAY OF JUNE A.D. 1941, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED E. L. FRANKS AND CLARA B. FRANKS, HIS WIFE, JOSEPH FAIRCHILD AND MARY FAIRCHILD, HIS WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

A. R. JARVIS

3172550

NOTE: BEARINGS AND CO-ORDINATES ARE REFERRED TO THE LAMBERT PROJECTION PLANE CO-ORDINATE GRID FOR STATE OF WASH.

