DECLARATION OF PROTECTIVE RESTRICTIONS

Know all men by these presents that the owners of:

That portion of the north half of the southeast quarter of Section 25, Township 23 North, Range 3 East, W.M., described as follows:

Beginning at the northwest corner of the northwest quarter of the southeast quarter of said Section 25; thence north 87°54’45” east along the north line thereof 684.845 feet to the true point of beginning; thence continuing north 87°54’45” east along said north line 715.815 feet to the northeast corner of said northwest quarter of the southeast quarter; thence south 0°13’56” east along the east line thereof 400.185 feet; thence north 87°59’04” east 215.232 feet; thence south 0°13’02” west 460.050 feet; thence south 87°59’04” west 26.55 feet; thence south 0°13’56” east 247.886 feet; thence south 87°59’04” west 195.09 feet to the east line of said southeast quarter of the southeast quarter; thence south 0°13’56” east along said east line 200.097 feet to the southeast corner thereof; thence south 88°53’23” west along the south line of said subdivision, 177.88 feet; thence north 32°51’12” west 390.385 feet; thence south 88°53’23” west 219.75 feet; thence north 1906’47” west 20.00 feet; thence south 88°53’23” west 90.00 feet to a point from which the true point of beginning bears north 1°06’47” west; thence north 1906’47” west 344.484 feet to the true point of beginning. EXCEPT the north 400 feet thereof.

by the execution and recording of this instrument do hereby establish the protective restrictions, conditions and covenants hereinafter set forth upon and subject to which all lots, tracts and parcels of land in said plat shall hereafter be held or sold or conveyed by him as such owner, and shall inure to and pass with said property and each and every parcel of land therein and shall apply to and bind the respective successors in interest of each and all of the present and future owners of said land in said plat, and are hereby imposed upon said land as a servitude in favor of said property and each and every lot, tract and parcel of land therein as a dominant tenement or tenements as follows, to wit:


(a) All lots in the tract shall be known and described as residential lots. No residential lot shall be resubdi-
vided into building plots having less than 6000 square f. et of area or a width of less than 60 feet each, nor
shall any building be erected on any residential building
plot having an area of less than 6000 square feet or a
frontage of less than 60 feet. No structure shall be
erected on any residential building plot other than one
detached single-family dwelling and necessary outbuildings.

(b) No building shall be erected on any residential building
plot nearer than 25 feet to the front lot line, nor
nearer than 5 feet to any side lot line. Provided the
side line restriction shall not apply to a garage located
on the rear one-quarter of a lot, provided further that
on corner lots no structure shall be permitted nearer
than 15 feet to the side street line. For the purposes
of these restrictions the "front lot line" of all corner
lots shall be considered the boundary of said lot having
the least street frontage.

(c) No noxious or offensive trade 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.

(d) Said premises shall not be sold to, leased to, or occu-
pied by any person other than of the White or Caucasian
race, except that this covenant shall not prevent occu-
pancy by domestic servants of a different race or nation-
ality actually employed in good faith by the owner or
tenant.

(e) No trailer, basement, tent, shack, garage, barn, or other
outbuilding erected in the tract shall at any time be
used as a residence.

(f) 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 existing structures in the tract.

(g) No building shall be erected on any lot until the design
and location thereof have been approved in writing by a
majority of the members of a committee appointed by the
subdivider, or if the subdivider fails to appoint such a
committee then by a committee elected by a majority of
the owners of lots in said subdivision. However, in the
event that such committee is not in existence or fails to
approve or disapprove such design or location within 30
days after written request, then such approval will not
be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than $8000.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one-and-one-half or two-story structure. All residence structures shall be connected with adequate sewage disposal facilities through septic tanks constructed and located so as not to pollute existing streams.

(h) The owners or sub-dividers reserve the right to set aside such portion of the property hereinabove referred to as shall not have been previously sold for residential purposes, as may be necessary or convenient for the installation of one or more water systems, including pumps, tanks, dams and any other structures used in connection therewith, to serve the property hereinabove described and any adjoining property, and any property reserved for such use shall not be subject to these restrictions.

(i) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1971, at which time said covenants and restrictions shall terminate.

(j) If any person, firm or corporation shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1971, it shall be lawful for any other person or persons or corporation owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violations.

(k) 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.

In witness whereof the party hereto has hereunto set his hand and seal the 26th day of April 1946.

[Signature]

[Signature]

[Signature]
STATE OF WASHINGTON } 
COUNTY OF KING } SS.

On this day personally appeared before me JOHN MULLER and DELZOBELLE MULLER, his wife, and ALLAN W. LATIMER, and ALICE T. LATIMER, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 26th
April, 1946

(Signature)

NOTARY PUBLIC in and for the State of Washington, residing at

STATE OF WASHINGTON } 
COUNTY OF KING } SS.

On this day personally appeared before me MRS. MARGARET STOCKS, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 30th
April, 1946

(Signature)

NOTARY PUBLIC in and for the State of Washington, residing at

Filed for Record Apr. 26, 1946 1 1/2 P.M.
Request of

R | ALLAN W. LATIMER

ROBERT A. MORRIS, County Auditor
GREGORY HEIGHTS PARK

IN SECTION 25, T23N, R3E, W.M.

D.H. HAINES - ENGINEER
KING COUNTY, WASHINGTON

NOVEMBER 1951

SCALE 1 INCH = 100 FEET

DESCRIPTION

This plat of Gregory Heights Park embraces all of Lot nine (9), Block one (1), of the

Assessor's Plat of Normandy Park Highlands, according to plat hereof recorded in Volume forty-seven (47) of plats, Page thirty-three (33),

Records of King County, Washington.

All courses and distances are as shown upon the face of this plat.

All monuments are of concrete. Subject to mineral rights, vol. 400, Book 0, page 431.

DEDICATION

Know all men by these presents that we, the undersigned, ALLAN W. LATIMER and Alice

T. Latimer, his wife, owners in fee simple of the land hereby platted, GEORGE

R. Smith and Frances A. Smith, his wife, contract purchasers of the land hereby platted, and the GUARANTY NATIONAL BANK OF WHITE CENTER, a national

banking association, mortgagees of the land hereby platted, hereby

declare this plat and dedicate to the use of the public forever all streets

and avenues shown hereon and the use thereof for all public purposes

not inconsistent with the use thereof for public highway purposes,

also the right to make all necessary stops for cuts or fills upon the

lots shown on this plat in the original reasonable grading of all streets

and avenues shown hereon.

In witness whereof we have hereunto set our hands and seals this 11th day of

DECEMBER A.D. 1951.

ALLEAN W. LATIMER

ALICE T. LATIMER

GEORGE R. SMITH

FRANCES A. SMITH

GUARANTY NATIONAL BANK OF WHITE CENTER

VICE-PRESIDENT

ACKNOWLEDGMENT

This is to certify that on the 11th day of December A.D. 1951

before me, the undersigned, a Notary Public, personally appeared

W. R. RICHARDS and M. W. WILLIAMS, to me known to be the Vice-

President and Cashier respectively of the Guaranty

National Bank of White Center, the national banking association that executed the foregoing instrument and acknowledged

the said instrument to be the free and voluntary act and deed of

said association for the uses and purposes therein mentioned and

stated that they were authorized to execute said instrument

and that the seal affixed is the officila

SEAL

official seal of said association.

In witness whereof I have hereunto set my hand and

seals the day and year first above written.

Nancy S. Stark

ACKNOWLEDGMENT

This is to certify that on this 11th day of December A.D. 1951

before me, the undersigned, a Notary Public, personally appeared

W. R. RICHARDS and M. W. WILLIAMS, to me known to be the Vice-

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said association for the uses and purposes therein mentioned and

stated that they were authorized to execute said instrument

and that the seal affixed is the officila

SEAL

official seal of said association.

In witness whereof I have hereunto set my hand and

seals the day and year first above written.

Nancy S. Stark

CERTIFICATE

I hereby certify that the within plat of GREGORY HEIGHTS PARK is

based upon an actual survey and subdivision of Section 25,

township 23 north, range 3 east, W.M., that the distances

and courses are shown hereon correctly; that the monuments

have been set and lot and block corners staked correctly

on the ground; that I have fully complied with the provisions of the statutes and the regulations

governing platting.

D.H. HAINES

Dated: February 27, 1951

RECORDS OF KING COUNTY

APPROVALS

Examined and approved this 2nd day of January A.D. 1952.

TOM L. MAYS, Recorder

Examined and approved this 14th day of January A.D. 1952.

BETTIE E. MAVAIA, Recorder

Examined and approved this 25th day of January A.D. 1952.

JOHN R. Eppard, Recorder

I hereby certify that the plat of GREGORY HEIGHTS PARK is duly approved by the King County Planning Commission

this 25th day of January A.D. 1952.

TOM L. MAYS, Chairman

Assistant to the Secretary

EXECUTIVE OFFICER

Filed for record at the request of the King County Planning Com-

mission this 25th day of January A.D. 1952, at 10 minutes past 2:30 p.m., and recorded in Volume 439 of plat, Page 65,

records of King County, Washington.

By:

MYRTILLIANA

DEPUTY COUNTY AUDITOR

ROBERT A. MITCHELL

COUNTY AUDITOR