DECLARATION OF PROTECTIVE RESTRICTIONS

Know all men by these presents that the owners of:

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

Beginning at the northeast corner of said subdivision; thence south 87°54'45" west, along the north line thereof, 200.00 feet to the true point of beginning; thence south 0°15'56" east, parallel with the east line of said subdivision, 120.055 feet; thence north 87°54'45" east, 200.00 feet to the east line of said subdivision; thence south 0°15'56" east, along said east line, 200.132 feet, thence south 87°54'45" west 325.170 feet; thence north 0°15'56" west 90.980 feet; thence south 88°55'23" west 425.841 feet to a point which is 864.76 feet north 88°55'23" east of the west line of said subdivision; thence north 1°06'47" west, parallel with said west line to an intersection with the north line of said subdivision; thence north 87°54'45" east to the true point of beginning.

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 his as such owner, and shall impose 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 designated as residential lots. No residential lot shall be subdivided into building plots having less than 6000 square feet 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 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 occupied by any person other than of the white or Caucasian race, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality 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 of 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 $5,000 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) 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, 1972, at which time said covenants and restrictions shall terminate.

(i) If any person, firm or corporation shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1972, it shall be lawful for any other person or persons or corporation owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other relief for such violation.

(j) 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 parties hereto have hereunto set their hands and seals the 12th day of October, 1948.

Alton W. Latimer
Alice T. Latimer

STATE OF WASHINGTON
COUNTY OF KING

On this day personally appeared before me 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 15th day of October, 1948.

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