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All that portion of Government Lot 10, Section 28, Township 24 North, Range 4 East W. M., lying Southwesterly of the Southwesterly line of Beacon Avenue, EXCEPT portion condemned in King County Superior Court, Cause #213,414 as provided by Ordinance #53964 of the City of Seattle, and shall be known from this day forward as Avon Crest Addition to the City of Seattle. does hereby make, establish and declare the following restrictive and protective covenants for said real estate here inabove desor ibed.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until JANUARY 1, 1987, 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 and one-half. stories in height and a private garage for not more than 2 cars.

3179783

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE FRESENTS: That SCHROEDER AGENCY, INC., a corporation, being the owner of the following described property located in King County, Wash-

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 F. K. SOHROEDER, L. M. , or by a repre-WAREFIELD and Wm. F. Stone sentative 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 suthority 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 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 created on any lot farther than 35 feet from the front lot line.

"D" No residential structure shall be crected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 55 feet at the front building setback line, except lots eighteen, nineteen and twenty as shown on plat.

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 netchborhood.



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 \$2,500.00 shall be persitted 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 and one-half, two, or two and one-half story structure.

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 senant.

"I" 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 6 months from date of commencement of construction and shall be connected to septie tank or public sever.

No building nor any portion of any building, nor any driveway, nor any other structure shall be placed or maintained within the 10-foot planting strip as shown on the plat to be recorded affecting said hereinabove described real estate. Said 10-foot strip of ground shall be used exclusively for the planting of trees and shrubs. Garage driveway and vehicular ingress and egress over said 10-foot strip of ground is prohibited except for the maintenance of the planting thereon.

> DATED at Seattle, Washington, this 23rd day of JULY, 1941.

> > SCHROEDER AGENCY, INC., a corporation,

Alur 7 Notary Public in and for the State of Washington, residing at Seattle.

A 19 0.

- IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

sonally appeared F. K. SCHROEDER and B. M. HEMISPHERE, to me known to be the President and Secretary of SCHROE-DER AGENCY, INC., the corporation that executed the within and 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 said instrument, and that the seal affixed thereto is the corporate seal of said corporation.

COUNTY OF KING

STATE OF WASHINGTON )



# AVON CREST







STATE OF WASHINGTON S.S.

SCALE : LINCH = 100 FEET

THIS IS TO CERTIFY THAT ON THIS LATH DAY OF JULY, A.D., 1941, BEFORE ME, THE UNDERSIGNED, ANOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED F.K. SCHROEDER AND B.M. HEMISPHERE TOME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE CORPORATION THAT EXECUT-ED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOW-LEDGED THE SAIDINSTRUMENT TO BE THE FREE AND VOLUN-TARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

> JOHN F. REED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SEATTLE.



I HEREBY CERTIFY THAT THE WITHIN PLAT OF "AVON CREST, AN ADDITION TOTHE CITY OF SEATTLE" WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE WORDINANCE N\*  $\underline{71040}$ , APPROVE D THIS,  $\underline{2200}$ , DAY OF  $\underline{7101}$ , AD, 1941

W.C. THOMAS



## DESCRIPTION

THIS PLAT OF "AVON CREST, AN ADDITION TO THE CITY OF SEATLE", COVERS AND INCLUDES ALL THAT PORTION OF GOVERNMENT LOT TEN (10), SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-FOUR (24) NORTH, WW. LTMC SOUTH WESTERLY OF THE SOUTHWESTERLY LINE OF BEACON AVENUE AND SOUTH OF THE CENTER LINE OF WILLOW STREET PRODUCED EAST TO THE SOUTHWESTERLY LINE OF SAID BEACON AVENUE, EXCEPT PORTION CONDEMMEDIN KING COUNTY SUPERIOR COURT, CAUSE N... 213. 414 AS PROVIDED BY ORDINANCE NUMBER 33964 OF THE CITY OF SATTLE. ALL COURSES AND DISTANCES ARE AS HOWN UPON THE FACE OF THE PLAT.

### DEDICATION

KNOW ALLMEN BY THESE PRESENT, THAT H. A. SCHROEDER AGENCY, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OFTHE STATEOF WASHINGTON. AND HAVING, ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF SEATTLE. IN SAID STATE, AND BEING THEOWNER INFEE PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREYER ALL THE STREETS, ROADS AND PLACES SHOWN HEREON AND THE USE THEREOF FOR ANY AND ALL PUBLIC PUBPOSES NOT IN CONSISTINT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL ALL NECESSARY SLOPES FOR CUTS OF FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORGINAL REASONABLE GRADING OF ALL THE STREETS, ROADS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME BY ITS PRESIDENT AND SECRETARY NO ITS CORPORATE SEAL HEREUNTO AFFIXED THIS\_LATH, DAY OF JULY, A-D, 1941.

H.A.SCHROEDER AGENCY, INC.

B.M. HEMISPHERE



C.L. WARTELLE

BY PRINCIPAL ASSISTANT CITY ENGINEER

3179693

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 23 RD DAY OF JULY (A.D.) 1941 AT .02 MINUTES PAST 9 A M. AND RECORDEDIN VOLUME  $\widetilde{27}$  OF PLATS . PAGE  $\widetilde{23}$  .7 RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A MORRIS

BY M. J.R. WILLIAMS