

3314867

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, D. D. and Marie Williams, his wife, hereinafter called "THE OWNERS" are the owners of the following described land:

Lot "A" and lots number 1 to 32 inclusive, Boeing Heights Addition to the City of Seattle.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned are "The Owners" of the real estate situated in King County, Washington, known as BOEING HEIGHTS ADDITION are desirous that all sales of property in said tract be made subject to certain reservations and covenants, the purpose of which is to insure the desirability of the property for residential purposes:

NOW, THEREFORE, in consideration of the premises, the undersigned hereby certify and declare that the protective restrictions and reservations hereinafter set forth shall insure to the benefit of and be binding upon each and every lot in said tract herein, and shall apply to and be binding upon the respective owners of such lots and upon their successors in interest, such reservations and restrictions being as follows:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten (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.

(2) 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 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.

(3) Invalidity 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.

(4) 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 two (2) cars, and other out buildings incidental to residential use of the plot.

(5) 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 buildings with respect to topography and finished ground elevation by a committee composed of "The Owners", or by a designated representative of any member of said committee, the remaining member 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 representatives, fails to approve or disapprove such design and location within thirty (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

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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, 1969. 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.

(6) No building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a detached garage or other out building located seventy-five (75) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line, except that any garage or out building located with approach off alley shall not be located nearer to the rear property line than eight (8) feet, excepting lots 3 and 17 shall be set back twenty (20) feet from Austin Street.

(7) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5400 square feet or a width of less than 50 feet at the front building setback line.

(8) 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.

(9) 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.

(10) No dwelling costing less than \$2500.00 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 600 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half story, two, or two and one-half story structure.

(11) Any dwelling or structure erected or placed on any lot in this tract shall be completed as to external appearances including finished painting within 6 months from date of commencement of construction and shall be connected to septic tank or public sewer.

(12) Until public sewers are available all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of public Health and the local authority.

(13) No person 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.

(14) No signs of any kind or for any use, except public notices erected, by a political subdivision of the State, or as required by law, shall be erected, posted, painted or displayed on or about the property in said plat without the written approval of the officers of Boeing Heights, Inc., which reserves the specific right to withhold such approval without giving any specific reason therefor. Said corporation shall have the right to enter upon any property in said plat and remove therefrom any sign located or placed thereon in violation of the provisions of this section, and said corporation shall not be liable for any damage sustained by any party as a result of any such removal.

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(15) No fowl or animals other than songbirds, dogs, or cats, as household pets, shall at any time be kept on land embraced in this tract.

(16) Nothing contained in this agreement shall prohibit "The Owners" from affecting any further restrictive covenants with respect to said described property, or any part thereof, provided that said further restrictive covenants are more restrictive and do not conflict with or impair the force of the restrictive covenants set forth in this agreement.

IN WITNESS WHEREOF "The Owners" of the said subdivision have executed this instrument this 3rd day of June 1943.

D. D. Williams

Marie Williams

STATE OF Washington }  
County of King } ss.

On this 3rd day of June, A. D. 1943 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared D. D. WILLIAMS & MARIE WILLIAMS, his wife,

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that the signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



D. D. Williams  
Notary Public in and for the State of Washington  
residing at Seattle

(Acknowledgement by Individual. Washington Title Insurance Company. Form L 28)

Filed for Record June 8, 1943 3:45 PM.  
Request of Seattle Title Company  
ROBERT A. MORRIS, County Auditor

# BOEING HEIGHTS

16

PORTION OF SECS. 27 & 28 T 24 N, R. 4 E, W.M.

SCALE 1" = 100'

MAY 1943

## DESCRIPTION

THIS PLAT OF BOEING HEIGHTS COVERS AND INCLUDES ACERTAIN PARCEL OF LAND IN GOV'T LOT N<sup>o</sup> 1 IN SECTION 27 AND GOV'T LOT N<sup>o</sup> 14 IN SEC. 28 T 24 N, R. 4 E, W.M. IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, BOUNDED BY WEBSTER STREET ON THE NORTH, BEACON AVENUE ON THE EAST, AUSTIN STREET ON THE SOUTH AND OLD MILITARY ROAD ON THE WEST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/16TH CORNER ON A LINE BETWEEN SAID SECS 27 AND 28, T. 23 N., R. 4E., W.M. THENCE ALONG THE 1/16TH LINE S 89° 57' 31" E 171.00' TO THE INTERSECTION WITH THE CENTER LINE OF BEACON AVENUE, FROM WHICH POINT TO THE CENTER OF A CURVE A RADIAL LINE BEARS S 46° 23' 13" W; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1434.53' THROUGH AN ANGLE OF 14° 16' 55" AN ARC DISTANCE OF 357.58' TO AN INTERSECTION WITH THE NORTH LINE OF THE H-VAN ASSETT D.L.C.; THENCE ALONG SAID D.L.C. LINE N 89° 37' 46" W 379.09' TO AN INTERSECTION WITH THE LINE BETWEEN THE SAID SECS 27 AND 28; THENCE FURTHER ALONG THE SAID D.L.C. LINE N 89° 37' 46" W 682.38' TO AN INTERSECTION WITH THE CENTER LINE OF OLD MILITARY ROAD, A RADIAL LINE FROM THIS POINT TO THE CENTER OF THE CURVE HAVING A BEARING OF S 86° 21' 25" W; THENCE ALONG THE SAID CENTER LINE OF SAID OLD MILITARY ROAD ALONG THE ARC OF A CURVE HAVING A RADIUS OF 800.00' THROUGH AN ANGLE OF 22° 11' 18" AN ARC DISTANCE OF 309.80' TO AN INTERSECTION WITH THE 1/16 LINE WHICH IS THE CENTER LINE OF WEBSTER STREET; THENCE ALONG THE SAID 1/16 LINE S 89° 51' 50" E 956.94' TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE PORTIONS OF BEACON AVE AND THE OLD MILITARY ROAD AS NOW ESTABLISHED.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL THE STREETS, AVENUES AND ALLEYS SHOWN HEREON, AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF THE STREETS, AVENUES OR ALLEYS SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREBY SET OUR HANDS AND SEALS THIS 28TH DAY OF MAY A.D., 1943.

D.D. WILLIAMS  
D.D. WILLIAMS

MARIE WILLIAMS  
MARIE WILLIAMS, HIS WIFE

I HEREBY CERTIFY THAT THE WITHIN PLAT OF BOEING HEIGHTS WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE N<sup>o</sup> 72631 APPROVED THE 7TH DAY OF JUNE, A.D. 1943.

W.C. THOMAS  
CITY COMPTROLLER AND EX-OFFICIO  
CITY CLERK

## ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 28TH DAY OF MAY A.D., 1943 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED D.D. WILLIAMS AND MARIE WILLIAMS, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS A FREE AND VOLUNTARY ACT OF THEIR OWN FREE WILL, FOR THE PURPOSES AND USES THEREIN MENTIONED.

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

H.W. MEENACH  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, RESIDING AT SEATTLE.

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 8TH DAY OF JUNE A.D. 1943, AT 20 MINUTES PAST 10 A.M., AND RECORDED IN VOL 39 OF PLATS, PAGE 16 RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS  
COUNTY AUDITOR

EXAMINED AND APPROVED BY ME THIS 3RD DAY OF JUNE A.D. 1943.

C.L. WARTELLE  
CITY ENGINEER

