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DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, NORRIS A. BYERS and MARY E. BYERS, his wife, and E. H. WILSON and RUTH R. WILSON, his wife, being the owners of all of the land embraced in the plat of Byers' Addition to Seattle, which said plat is of record in Volume 40 of Plats at page 40, records of the Auditor of King County, Washington, do hereby impose upon all of said land, for the benefit of ourselves and those hereafter owning property located within the boundaries of said addition, the following protective covenants, restrictions and easements:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, 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 structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling , for single family occupancy only, dwelling not to exceed two and one-half 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 Norris A. Byers, E. H. Wilson and , 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, 1950. 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 building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 75 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 45 feet from the front lot line. Lot 6,Blk.1 of said addition is hereby excepted from the provisions of this paragraph C.

D. No residential structure shall be erected or placed on any building plot bordering the west margin of 28th N.E. and 29th N.E., 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.

No residential structure shall be erected or placed on any building plot bordering the east margin of 27th N.E., 28th N.E. and 29th N.E., which plot has an area of less than 5000 square feet or a width of less than 50 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 $ 5000.00 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 800 square feet in the case of a one-story structure nor less than 800 square feet in the case of a one and one-half, two, or two and one-half story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. 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.

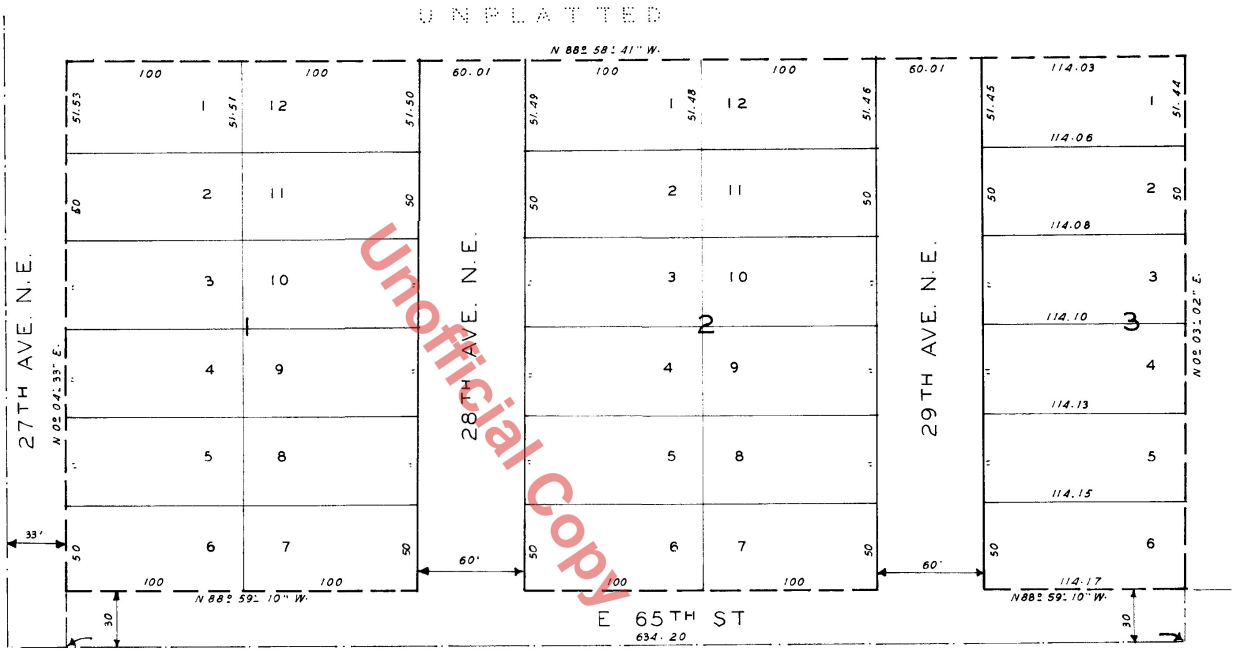
J. Garages shall conform in design and appearance with the main buildings they serve.

K. All residential structures shall be completed as to exterior appearance including outside painting not longer than 8 months after commencement of construction of the said residence.

BYERS ADDITION

MORFORD & MOWRY
CIVIL ENGINEERS

SCALE 1" = 50'



DESCRIPTION

THIS PLAT OF BYERS ADDITION COVERS AND INCLUDES THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTH-WEST ONE-QUARTER OF THE SOUTH-EAST ONE-QUARTER OF SECTION 4, TOWNSHIP 25 NORTH, RANGE 4 EAST, W. M., LESS THE SOUTH 30 FEET AND THE WEST 33 FEET THEREOF.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT NORRIS A. BYERS AND MARY E. BYERS, HIS WIFE, AND E. H. WILSON AND RUTH R. WILSON, HIS WIFE, OWNERS IN FEE SIMPLE 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 ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS AND AVENUES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 10 DAY OF MAY, A. D. 1945.

E. H. WILSON — RUTH R. WILSON

NORRIS A. BYERS — MARY E. BYERS

ACKNOWLEDGEMENT

STATE OF WASH.
COUNTY OF KING }

THIS IS TO CERTIFY THAT ON THIS 10 DAY OF MAY, A. D. 1945 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED NORRIS A. BYERS AND MARY E. BYERS, HIS WIFE, AND E. H. WILSON AND RUTH R. WILSON, HIS WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT, AND 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.

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

GLEN S. CORKERY
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN SEATTLE.

GLEN S. CORKERY — NOTARY PUBLIC — JAN 10, 1949 — STATE OF WASHINGTON

2356 Deeds 382

2405 Deeds 94