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.

R. G. HAZEN
NOTARY PUBLIC
STATE OF WASHINGTON

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

Filed for Record May 11, 1942 4:03 P.M.
Request of Alfred Johnson
ROBERT A. MORRIS, County Auditor

3239446

PROTECTIVE COVENANTS

CHERRYHURST ADDITION

KNOW ALL MEN BY THESE PRESENTS: That whereas, GRAPP BUILDING COMPANY, INC., a corporation and the SEATTLE POLICE RELIEF ASSOCIATION, INC., a corporation, did on the 11th day of April 1942, file in the office of the County Auditor of King County, Washington, a plat of an addition to the County of King, known as Cherryhurst Addition, an addition to the County of King, which plat is now on record in said office in Volume 38 of Plats, on Page 1 A: and

WHEREAS: said GRAPP BUILDING COMPANY, INC., a corporation and the SEATTLE POLICE RELIEF ASSOCIATION, INC., a corporation, desire the same reservations, restrictions and conditions be made to apply to all of the lots in said addition for the mutual benefit of all of the owners of lots in said addition,

NOW THEREFORE, for and in consideration of the premises the said GRAPP BUILDING COMPANY, INC., a corporation and the SEATTLE POLICE RELIEF ASSOCIATION, INC., do hereby declare that all of the lots shown on said plat, are and shall be subject to the following reservations and/or restrictions and conditions, to-wit:

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, 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 sub-division 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 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 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 GRAPP BUILDING COMPANY, INC., 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 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, 1946. 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 sub-division 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 30 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.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 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 resident temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than $3,000.00 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 700 square feet in the case of a one-story structure nor less than 650 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 6 feet of each lot for utility installation and maintenance.

I. No persons of any race other than white or Gaucasian shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciles with an owner or tenant.

J. That any dwelling or structure erected or placed on any lot in this sub-division shall be completed as to external appearance, including finished painting within six months from date of commencement of construction and shall be connected to sceptic tank or public sewer.

K. No fences shall be located nearer to the front lot line than the established building line.

GRAPP BUILDING CO. INC. CORPORATE SEAL 1942 WASHINGTON

GRAPP BUILDING COMPANY, INC.

Roy E. Grapp Pres.

INCORPORATED AUG 20 1912 SEATTLE POLICE RELIEF ASSOCIATION

SEATTLE POLICE RELIEF ASSOCIATION, INC.

W. B. Kirtley, President

G. N. Gilbert Secy Treas.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11th day of May, 1942, before me personally appeared Roy E. Grapp, to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged 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 he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

G. E. EVANS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPT. 13 1942

G. E. Evans
Notary Public in and for the State of Washington, residing in Seattle.

CHERRYHURST

WALTER W. WEEDIN
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

EXAMINED AND APPROVED THIS 6TH DAY OF APRIL, A.D. 1942

TOM SMITH
CHAIRMAN BOARD OF COUNTY COMMISSIONERS

ATTEST: ELMER H. KENNEDY
CLERK, BOARD OF COUNTY COMMISSIONERS

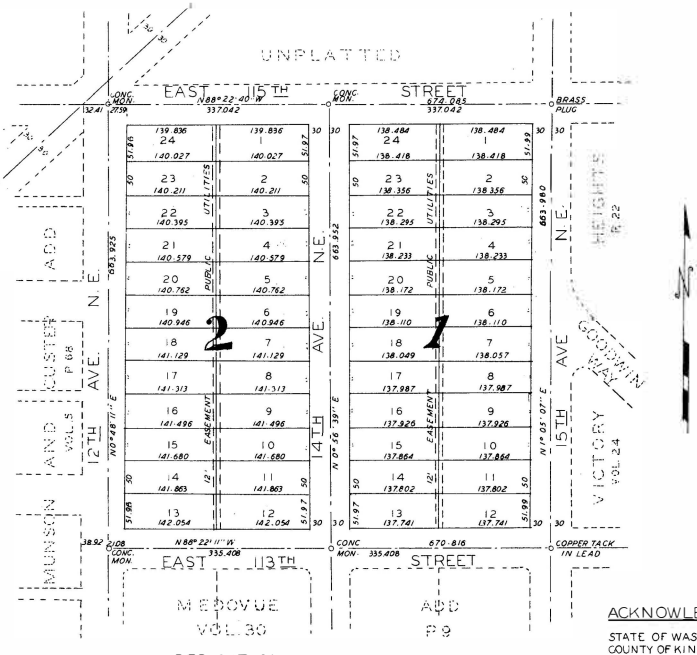
COMMISSIONERS COURT KING CO. WASH.

3233085

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 11 DAY OF APRIL, A.D. 1942 AT 36 MINUTES PAST 10 A.M., AND RECORDED IN VOLUME 38 OF PLATS, PAGE 14, RECORDS OF KING COUNTY WASH.

ROBERT A. MORRIS
KING COUNTY AUDITOR

BY M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR



DESCRIPTION

THIS PLAT OF CHERRYHURST COMPRISES ALL OF THE NORTH-EAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TWP. 26 NORTH, RANGE 4 EAST, W.M.,

ALL COURSES AND DIMENSIONS ARE AS SHOWN ON THE FACE OF THE PLAT.

ALL MONUMENTS ARE OF CONCRETE EXCEPT AS OTHERWISE DESCRIBED.

I HEREBY CERTIFY THAT THIS PLAT OF CHERRYHURST IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 29-TWP. 26N. R. 4E. W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON 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 OF THE REGULATIONS GOVERNING PLATTING.

WALTER W. WEEDIN
REGISTERED PROFESSIONAL ENGINEER
RENEWAL NO. E-472 FOR 1942

WALTER W. WEEDIN PROFESSIONAL ENGINEER

EXAMINED AND APPROVED THIS 6TH DAY OF APRIL, A.D. 1942.

J. R. HEATH
KING COUNTY ROAD ENGINEER

BY
DEPUTY COUNTY ROAD ENGINEER

J. R. HEATH STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT CHERRYHURST IS DULY APPROVED BY KING COUNTY PLANNING COMMISSION THIS 9 DAY OF APRIL A.D. 1942.

CLINTON S. HARLEY
CHAIRMAN

OTWAY PARDEE
SECRETARY

DON S. JOHNSON
PLANNING ENGINEER & EXECUTIVE OFFICER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ROY E. GRAPP AND EUNICE H. GRAPP, HUSBAND AND WIFE, AND THE SEATTLE POLICE RELIEF ASSOCIATION 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 ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO ALL EASEMENTS SHOWN ON THE PLAT FOR THE PURPOSES THEREON INDICATED; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS, OR PARCELS OF LANDS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF ALL THE STREETS AND AVENUES SHOWN THEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 18 DAY OF MARCH A.D. 1942

ROY E. GRAPP
EUNICE H. GRAPP

SEATTLE POLICE RELIEF ASSOCIATION
BY W. B. KIRTLEY, *PRESIDENT* G. T. BELLAND, *SECRETARY*

RESTRICTIONS.

NO LOT OR PORTION OF A LOT OF THIS PLAT, EXCEPTING THOSE LOTS WHICH ARE HEREINAFTER RESTRICTED TO BUSINESS USE, SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED, WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT STATED ON THIS PLAT, NAMELY 6000 SQUARE FEET FOR RESIDENCE USE.

ALL LOTS IN THIS PLAT ARE RESTRICTED TO R-1 RESIDENCE DISTRICT USE.

SEATTLE POLICE RELIEF ASSOCIATION

ACKNOWLEDGMENT

STATE OF WASHINGTON } SS
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 18 DAY OF MARCH, A.D. 1942 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED ROY E. GRAPP AND EUNICE H. GRAPP, HUSBAND AND WIFE, AND WALTER B. KIRTLEY AND G. T. BELLAND, PRESIDENT AND SECRETARY RESPECTIVELY OF THE SEATTLE POLICE RELIEF ASSOCIATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THE PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

G. G. EVANS
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SEATTLE

G. G. EVANS NOTARY PUBLIC STATE OF WASHINGTON

COVENANT

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, ROY E. GRAPP AND EUNICE H. GRAPP, HUSBAND AND WIFE, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY COVENANT AND AGREE THAT IN CONSIDERATION OF THE ACCEPTANCE AND APPROVAL BY THE PLATTING AUTHORITY OF THIS PLAT WITH CERTAIN STREETS AND AVENUES UNIMPROVED, WE WILL IMPROVE IN THE MANNER REQUIRED BY THE KING COUNTY PLATTING REGULATIONS ANY SUCH STREETS OR AVENUES BEFORE THE SALE OF ANY PIECE OR PARCEL OF LAND ABUTTING ON SUCH STREET OR AVENUE OR DEPOSIT A BOND TO INSURE ITS IMPROVEMENT WITHIN ONE YEAR FROM SUCH SALE.

THIS COVENANT TO RUN WITH THE LAND IN THIS PLAT AND TO BE BINDING ON THE PLATTORS FOR THE BENIFIT OF ALL SUCH PURCHASERS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF MARCH 1942.

EUNICE H. GRAPP

ROY E. GRAPP