VOL 1983 PAGE 256 California STATE OF WA TON County of Alame da On this 27th day of June, 1941 , before me, the undersigned, a Notary Public in and for the States of Main and States of California a Notary Public in and for the States of Washington, duly commissioned and sworn, personally appeared NELS P. ANDERSON, a widower, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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. Jusemen Notary Public in and for the State of California residing at Alemeda, California, 3179052 Warranty Deed RECORDE VOL OF PAGE ..... REQUEST OF KYLEN his une 26, 1941, TO RALPH S. R and OTHEA XYLEN, 1941 JUL 19 AM 10 53 ROBERT A. MORRIS AUDITOR KING COUNTY, WASH. DEPUTY 0 Jewelle A.S. APTI AM Apor WHEN RECORDED' RELORN IO

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# 3179053

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# DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of real estate known as Evansuale, an addition to King County, Washington, do hereby certify and declare that the following building restrictions and conditions hereinafter set forth are hereby imposed as covenants to run with the land and same 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 in said whithin it is agreed to change the said covenants in whole or in ment.

If the parties hereto, or sny of them, or their heirs or sestings, 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 juggment 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 eracted, 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 and other outbuildings incidential to residential use of the plot.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications,



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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 Ole Bardahl and Curtis Middlebrook, 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, 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 20 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 75. feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line, except any garage constructed on building OHJ:DD 5/10/41

plots in Blocks 3 and 4 shall not be constructed nearer than 5 feet to rear property line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7000 square feet or a width of less than 65 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 \$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 650 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, two, or two and one-half story structure.

H. 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 tenant.

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 septic tank or public sewer.

IN WITNESS WHEREOF, this instrument has been executed this 17th day of July , 1941.

mga h Burdehl

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STATE OF WASHINGTON, ) )SS. COUNTY OF KING.

On this 17 day of July, 1941, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared OLE BARDAHL, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal hereto affixed the day

STATE OF WASHINGTON, ) COUNTY OF KING. THIS IS TO CERTIFY, That on this 174 before me, a Notary Public in and for the State of Washington, dury day of July, 1941 commissioned and sworn, personally came O. BARDAHL, Attorney in Fact, for INGA L. BARDAHL, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and seal the same as his free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal, the day and year in this certificate first above written.

and year in this certificate above written.

Votarv of Washington, ., residing at Seattle.



# 3179054

# Statutory Warranty Deed

THE GRANTOR ERNEST G. LUMPE, a widower, of Seattle, King county, Washington.

for and in consideration of Ten Dollars and other valuable considerationDollars ), in hand paid, conveys and warrants to (\$ 10.00

ALBERT C. LUMPE the following described real estate, situate in the County of King Washington:

> Lots Five (5) and Six (6), Block Thirty-three (33), T. Hanford's Addition to the city of . Seattle, King county, State of Washington.

Subject to a Home Owners' Loan Corporation mortgage balance of approximately Three Hundred (\$300.00) Dollars.







# Dated this 19th

day of

# STATE OF WASHINGTON,

County of King

On this day personally appeared before me Ernest G. Lumpe, a widower,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

July, 1941 E. J. Heilington Notary Public in and for the State of Washington, residing at Seattle

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, A. D. 1941 (Seal)

.....(Seal)

Form L 3

State of

# EVANSVALE.

The Miller Engineering Co. Seattle, Wash.



## ✤ = Concrete Monument.

Don. H. Evens County Engineer

Examined and approved this 16th day of August A. D., 1928

By Thomas D. Hunt. Deputy. Scale - 1'=100'

## 2.12

## DESCRIPTION.

This plat of Evansvale embraces all of the East half of the Southeast quarter of the Northeast quarter of Section 18, Township 23 North Range 4 - East, W. M., less county roads.

## DEDICATION.

Know all men by these presents that 1 the undersigned, Harry W. Evans, awner in fee simple of the land hereby platted, hereby declare this plat and cledicate to the use of the public forever, all streets and avenues or whatever public property there is shown on the plat and the use thereof for public hyposes not inconsistent with the use thereof for public hyposes calls the right to make all necessary slopes for cuts or tills upon the lats and blocks shown on this plat in the reasonable original grading of all live shown on this plat in the reasonable original grading of all live shown on the plat of the the to assement for Voler

All lots shown on this plat are subject to assessment for Water District 20 L.I.D. No.I as the same will be segregoled by the County Treasurer.

In witness whereof I have hereunto set my hand and seal this 3rd\_day of August A.D., 1928.

Signed and sealed in

the presence of

## \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

# ACKNOWLEDGEMENT.

STATE OF WASHINGTON S5.

Countror Ring ) 3--This is to certify that on this 3 day of August A.D. 1926 before me, me undersigned a Notary Public, personally appeared Harry W Evans, to me known to be the person who executed the foregoing dedication and acknowledged to me that he signed and sealed he same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first hereinabove written.

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



## CERTIFICATE.

We hereby certify that the plat of Evansvale is based upon an actual survey and subdivision of Section 18, Tup, 23 N.R. FE.W.M. that the distances, courses and angles are shound Thereon correctly; that the monuments have been set and lot and block corners staked on the ground.

THE MILLER ENGINEERING CO.

By E.C.Miller.

Examined and approved this 20th day of Aug A.D., 1928.

Attest: CF Gage Dep. Clerk of Board of County Commissioners. J. M. Sporkman Chairman, Board of County Commissioners.



2483389

Filed for record at the request of the King County Engineer, the 2011 day of Aug-AD, 1928 at 35 minutes past 2 Oclock, P.M. and recorded in Vol.32 of plats, page 21. Records of King/County, Washington.

County Auditor. Deputy.

Thomas H. Carder Del. Bу