

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: SAND POINT CONSTRUCTION CO., owners of all lots in Gwinn's Sand Point Addition, an addition to the City of Seattle, County of King, State of Washington, do hereby declare that the following restrictions shall apply to and all of said property shall be subject to the following restrictions, as though the said restrictions were placed in each and every deed or other instrument affecting the title to said property, or any part thereof:

PROTECTIVE COVENANTS

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 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 except a triangular lot 92.72 feet abutting Sand Point Way and 64.44 feet abutting 55th Avenue N.E. which is reserved for retail business use. 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.

A(1) Triangular area 92.72 feet abutting Sand Point Way and 64.44 feet abutting 55th Avenue N.E. is reserved for retail business use, but no trade, occupation or business shall be carried on upon said lot or any part thereof in violation of any law applicable thereto and no part of said lot shall be used for the sale or dispersing of beer, wine or intoxicating liquor by the drink.

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 G. Weldon Gwinn and Gardner J. Gwinn, 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 cease until after January 1, 1944. 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 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, except that a residence may be constructed on Lots 6, 8, 11, 14 and 18, Block 1, and Lots 2 and 6, Block 3, to within 4 feet of side property line. However, total sideyard between main building on abutting lot shall not be less than 10 feet.

D. No residential structure shall be erected or placed on any building plot, 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 \$4000 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 750 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, or two-story structure.

H. 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 public sewer.

I. 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.

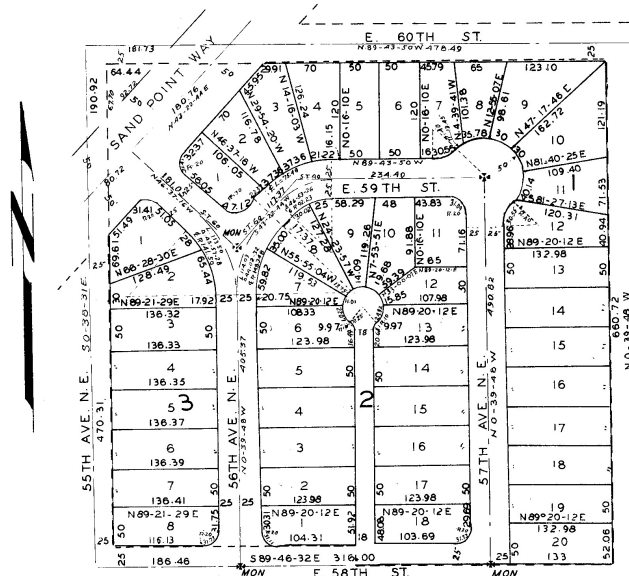
J. No building or any portion of any building nor any driveway, nor any

GWINN'S SAND-POINT-ADDITION

AN ADDITION TO THE CITY OF SEATTLE

SCALE 1" = 100'

H. M. LOVE
CIVIL ENGINEER



DESCRIPTION

THIS PLAT OF GWINN'S SAND POINT ADDITION TO THE CITY OF SEATTLE EMBRACES THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) SECTION 11, TWP. 25N., RANGE 4 EAST, W.M., EXCEPTING THEREFROM THE NORTH 25.00 FT., THE WEST 25.00 FT., AND THE SOUTH 25.00 FT. OF THE WEST ONE-HALF, AND SAND POINT WAY.

I HEREBY CERTIFY THAT THIS PLAT OF GWINN'S SAND POINT ADDITION TO THE CITY OF SEATTLE WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE No. 72647, APPROVED THIS 14TH DAY OF JUNE A.D. 1943.

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

EXAMINED AND APPROVED BY ME THIS 17TH DAY OF JUNE A.D. 1943.

C. L. WARTELLE
CITY ENGINEER

BY C. G. WILL
PRINCIPAL ASSISTANT

3316885

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 17 DAY OF JUNE A.D. 1943, AT 24 MIN. PAST 3 P.M., AND RECORDED IN VOL. 39, PAGE 19 OF PLATS, RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITOR

BY DEPUTY COUNTY AUDITOR

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE SAND POINT CONSTRUCTION CO., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, AND HAVING ITS PRINCIPLE PLACE OF BUSINESS IN THE CITY OF SEATTLE WASHINGTON, AND BEING THE OWNER IN FEE SIMPLE OF THE LAND COMPRISING THIS PLAT, HEREBY DECLARE THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL 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, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF ALL THE STREETS, AVENUES AND ALLEYS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME BY ITS PRESIDENT AND SECRETARY, AND ITS CORPORATE SEAL TO BE HEREUNTO ATTACHED THIS 7 DAY OF JUNE A.D. 1943

SAND POINT CONSTRUCTION CO.

BY G. WELDON GWINN
ITS PRESIDENT

ATTEST HAROLD COBB
ITS SECRETARY

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 7TH 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 G. WELDON GWINN AND HAROLD COBB, TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY OF THE SAND POINT CONSTRUCTION CO. 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 STATE 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 HERE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 7TH DAY OF JUNE A.D. 1943.

NORMAN S. RATTRAY

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

