

3875308

## RESTRICTIVE COVENANTS AND RESERVATIONS

JONES &amp; GARNER, INC., ADDITION

WHEREAS, WESTLAND CONSTRUCTION CO., INC., a Washington corporation, hereinafter called the "Owner", is the owner of all the real property contained in Jones & Garner, Inc., Addition, King County, recorded in Volume 444, page 16 of Plats, records of King County, Washington;

AND, WHEREAS, the said Owner will make sales of real property embraced in said plat and said Owner desire that all sales of such real property shall be made subject to certain reservations and protective and restrictive covenants, the purpose of which is to insure the use of said property for attractive residential purposes, to prevent nuisance, to maintain the desired benefit and enjoyment of its property, with no greater restrictions upon the free and undisturbed use of said property than are necessary to insure the same advantages to other owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The said Owner hereby declares and establishes a general plan for the development, improvement, maintenance and protection of the real property embraced in said plat more particularly described above and hereby establishes the protective restrictions and reservations hereinafter set forth, subject to which all lots, tracts, and parcels of land shall be held and/or sold by said Owner and successive owners, and each of which restrictions is, and all of which are, for the benefit of the real property embraced in said plat, and all persons who may become owners of lots, tracts, or parcel of land in said plat, and each and all of which shall inure to and pass with each and every lot, tract or parcel of land in said plat, and shall apply to and bind the respective successors in interest of every owner in said plat, and which restrictions are and each thereof is imposed upon the real property embraced in said plat as a servitude in favor of the real property embraced in said plat as the dominant tenement or tenements as follows, to-wit:

1. All lots in Jones & Garner, Inc. Addition, King County, Washington, are designated residence lots and no structure shall be erected on any residential lot other than one detached single family dwelling, not to exceed two stories in height and a one or two car garage,

2. No buildings or structures of any kind shall be located on any residential building lots more than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any sidewalk line.

3. No residential structure shall be placed on any lot which lot has an area of less than ~~thirty~~ five hundred (7500) square feet, nor a width of less than sixty (60) feet at the front building set back line.

4. 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 a nuisance to the neighborhood.

5. No residence property shall at any time, directly or indirectly, be rented or leased or sold in whole or in part to any person or persons not of the white or Caucasian race. No person or persons other than one of the white or Caucasian race shall be permitted to occupy any portion of any residence lot or of any building thereon, except a domestic servant actually employed by an occupant of such lot and/or building.

6. No dwelling costing less than Four Thousand Dollars (\$4000.00) 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 eight hundred (800) square feet in the case of a one story structure, nor less than seven hundred (700) square feet in the case of a one and a half or two story structure.

7. No fowl or animal other than songbirds, dogs or cats as household pets, shall at any time be kept upon land embraced in this addition.

8. No trailer, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence, temporarily or permanently.

9. No structure shall be moved onto any lot or existing structure be altered unless it shall conform to and be in harmony with the existing structures in the tract.

10. If the owners of any of the property in the foregoing described Addition, or any of them, or their heirs or assigns, shall violate or

[illegible]

SCALE 1"=100'

