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3350280 PROTECTIVE COVENANTS.

For Lloyd A. Knowles Second Addition to theCity of Auburn, County of King, State of Washington, located at 12th St. S. E. and State Highway No. 5 (Blocks 1 and 2, Lloyd Knowles 2nd Addition.)

These Covenants are to run with the land and shall be binding on 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.

NºCH.

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 hese 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 Lot 1, Elock 1, which is reserved for retail business, but no trade, eccupation 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 lots shall be used for the sale or dispensing of beer, wine or intoxicating liquor by the drink. No structures 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 not to exceed two and one-half stories in height and a private garage for not more than 2 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 harmonyof 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 Lloyd Knowles and William R Grant, 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

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- 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 line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 80 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, except that a residence may be erected.
- 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 \$3000.00 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 and one-half, two, or two and one-half story structure.
- H. No building, nor any portion of any building, or any driveway, or any other structure shall be placed or maintained between the northerly boundary of lot 2, Block 1, and a line running parallel thereto and lying 10 feet northerly therefrom; and between the westerly boundary of Lot 1, Block 1, and a line running parallel thereto and a distance of 10 feet easterly therefrom. Said 10 foot strip of ground running parallel to said streets shall be used exclusively for the planting of trees of ground is prohibited, except for the purpose of installation
- I. All sewage disposal shall be by means of septic tank or public dewer.
- J. Said premises shall be used by white persons only, not excluding bona fide servants of any race.

Notary

(Aud.Note: Corporate seal not affixed.)

STATE OF WASHINGTON) ss.

KNOWLES HOMES, INC.

up an

for the State of Washington

Washington

On this 18th, day on November, 1943, before me, the undersigned for and sworn, personally appeared

J. P. DUGAN and D. G. BEDFORD

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal whereto affixed the day and year in this certificate above written to

Request of Jotem Lumber Co. ROBERT A. MORRIS, County Auditor 3350281

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WARRANTY DEED

THE GRANTOR MRS. PEARL CORKERY

residing at_____ 3017 Cascadia Ave., Seattle-44- Washington,

for and in consideration of (\$3,500.00) Thirty five hundred ------

Dollars in hand paid, convey 3____ and

warrants____to___HARRIETT B. RICKARDS, 2601- 42nd West, Seattle,

Washington _____ the grantee ____ the following described real estate situate on the County of King, State of Washington, and particularly bounded as follows, to-wit:

Lot (5) Block (6) in CARLTON PARK HEIGHTS, an addition to the City of Seattle.

This sale is made subject to the following restrictions, which shall be and remain in full force and effect for a period of Fifty Years from July 20, 1926. Nothing but a single detached residence costing not less than \$7500.00, shall be BUILT on any lot described in this deed, and when built shall be used for residence purposes only, provided however, a private garage, if not a part of the residence, shall be of similar architectural design and in keeping with the residence. No old building shall be moved thereon. No building shall be nearer than twenty-five f feet from the street line of said lot upon which said building faces. The property described herein, shall not be sold, conveyed, rented or leased to any person not of the WHITE RACE; and these shall be deemed covenants running with the land.

If the grantee or any one claiming under the grantee shall violate any of the aforesaid restrictions, the title to the land hereby conveyed shall forthwith without notice and without entry revert to and revest in the grantor.

CONVEYANCES CONVEYANCES CONVEYANCES 54 10 CENTS 10 10 CENTS 10 10 CENTS 10 UNITED STATES ST/ED SIMTA CHT 180 LAWS OF 1935 CH. 180, LAWS OF 1935 2 2 1 ONE . DOCUMENTAR ONE DOLLAR FIFTY CENTS TWO DOLLARS ART. N situated in the County of. -----, State of Washington. anal HE NOV 1 5 1943 50 CENTS 50 Signed in presence of______ malin Knew (INDIVIDUAL ACKNOWLEDGMENT) STATE OF WASHINGTON, SS. County of ssmlysh Notary Public in and for the State of Washington, residing do hereby certify that on this_ NOV Or Joan - Con ms. own to be the individual ... described in and who executed the within instrument and acknowledged that rooser person and sealed the same as_____ _free and voluntary act and deed for the uses and DIFDOLOGY DETEIN AND AND OFFICIAL SEAL this. _day of 00 in and for the State of Washington, residing at, __in said County. h guaranty is insured in LLOYD'S, London - Pat. Pend.-tatutory Form), Printing date 5-4-42. Form No. 53. Hied for Record nov 23, 1943, 11:01 A:M,

Request of Mrs. Narsett B. Rickards ROBERT A. MORRIS, County Auditor

