

LORREN HOME BUILDERS, Inc.  
6700 Beacon Avenue  
Seattle, Washington

PROTECTIVE COVENANTS FOR LORREN HEIGHTS

Portion of Government Lot 10  
lying East of Beacon Avenue  
less portion for Street. (Por-  
tion of Tax Lot #1) Section 28,  
Township 24, Range 4.

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 ten 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 one of these Covenants by judgment or court order, shall in no wise effect 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 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 sub-division 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 sub-division, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of F. Lorren Miller, Lois B. Miller and Melvin G. Winstock or by a representative designated by a majority of the members 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 thirty 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 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 to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor more than 35 feet, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 65 feet or more from the front lot line, should 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 6,000 square feet or a width of less than 55 feet at the front building set back line, except a residence may be built on lots 7 Block 1; lots one and five, Block 2; and lots 5, 8 and 9 Block 4.

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 \$2600.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and screens, 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. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

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

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J. 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 six months from date of commencement of construction and shall be connected to septic tank or sewage.

K. No building or any portion of any building nor any driveway or any other structure shall be placed or maintained within a 10 foot strip at the rear or side of any lot which adjoins Holly Street and 28th Avenue South, except that there shall be allowed a driveway off Holly Street for the use of the dwelling located on Lot 2, Block 1. Said 10 foot strip of ground running parallel to said streets shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strip of ground is prohibited except for the maintenance of planting thereon. Said planting easement to be actually planted with hearty-long-lived trees and shrubs.

L. That all garages and driveway entrances for Lots 4 and 5 Block 3, and Lots 9 to 19, inclusive, Block 4, shall be from service road and no ingress and egress of vehicular traffic shall be permitted over the front lot line of all lots abutting Beacon Avenue.

M. All garages shall be set back at least 5 feet from rear of property line in Block 4 and Lots 4 and 5, Block 3.



LORREN HOME BUILDERS, Inc.

BY Lore B. Miller  
Lore B. Miller, President.BY F. Lorren Miller  
F. Lorren Miller, Secretary.

Subscribed and sworn to before me this 21st  
day of June 1941

RECORDED  
INDEXED  
JUN 21 1941  
AM 10 5  
COUNTY AUDITOR  
DEPUTY

Filed for Record June 21 1941, 10 32 A.M.  
Request of Lorren Home Builders, Inc.  
ROBERT A. MORRIS, County Auditor

## THE GRANTOR s:

Mary Henne, an unmarried woman, and Thora Georginia Kronmann, a  
single woman.

For and in consideration of

TEN and no/100 -- (\$10.00) -- DOLLARS

in hand paid, convey... and warrant... to

GILBERT W. HOOPER, a bachelor,

the following described Real Estate:

Lots fourteen (14), fifteen (15), sixteen (16), and seventeen (17),

Block twelve (12), West Seattle Land and Improvement Co.'s Fourth

Plat, according to plat recorded in volume 11 of plats, page 62,

records of King County.

This deed is subject to a \$2,000.00 mortgage held by the Puget

Sound Savings & Loan Association, dated August 20, 1935, and

recorded August 20, 1936 under auditor's file #2910090, records

of King County.

Situated in the County of KING, State of Washington.

Dated this 13th day of January, 1937.

## WITNESSES:

Mary Henne, an unmarried woman

BY: J. Whitlock SEAL  
Attorney in Fact

Thora Georginia Kronmann, a single woman

BY: J. Whitlock SEAL  
Attorney in Fact

SEAL



STATE OF WASHINGTON

County of KING

On this 13th day of January, A. D. 1937 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared --- V. J. WHITLOCK ---

to me known to be the individual who executed the foregoing instrument as attorney in fact of Mary Henne, an unmarried woman, and Thora Georginia Kronmann, a single woman.

therein described, and acknowledged to me that he signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Mary Henne, an unmarried woman, and Thora Georginia Kronmann, a single woman, are now living.

Witness my hand and official seal hereto affixed the day and year in this certificate



Notary Public in and for the State of WASHINGTON

residing at SEATTLE.

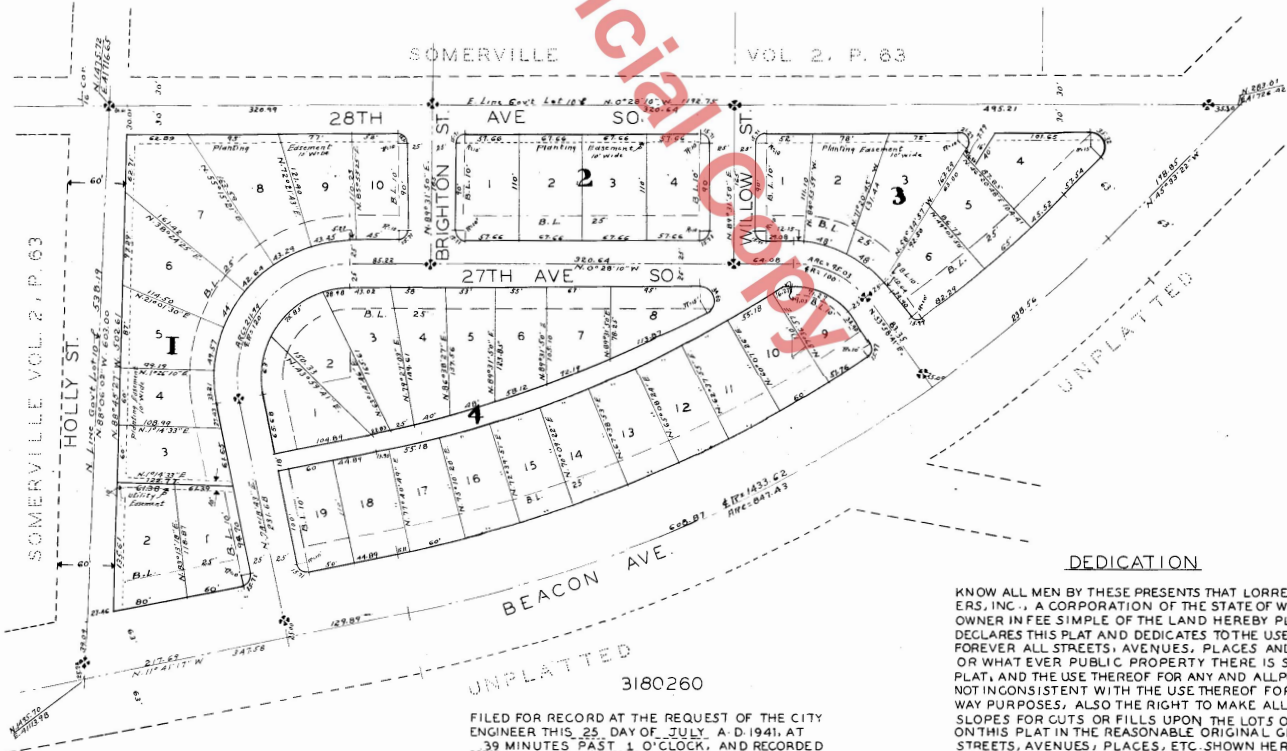
(Ackn) Filed for Record June 21 1941, 10 32 A.M.  
Request of Geo. Hooper  
ROBERT A. MORRIS, County Auditor

# LORREN HEIGHTS

BEARING AND COORDINATES REFERRED  
TO TIDE LANDS PLAT

MORFORD AND MOWRY  
CIVIL ENGINEERS

JUNE 1941  
SCALE, 1 INCH = 80 FEET



## DESCRIPTION

THIS PLAT OF LORREN HEIGHTS COVERS AND INCLUDES ALL THAT PORTION OF GOVERNMENT LOT 10 IN SECTION 28, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, LYING EAST OF BEACON AVENUE AND SOUTH OF HOLLY STREET.

I HEREBY CERTIFY THAT THIS PLAT OF LORREN HEIGHTS, WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE 71066, APPROVED THIS 23RD DAY OF JULY, A.D. 1941.

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

EXAMINED AND APPROVED BY ME THIS 27TH DAY OF JULY, A.D. 1941.

C. L. WARTLE  
CITY ENGINEER

UNPLATTED 3180260

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 25 DAY OF JULY, A.D. 1941, AT 39 MINUTES PAST 1 O'CLOCK, AND RECORDED IN VOLUME 37 OF PLATS AT PAGE 24, RECORDS OF KING COUNTY, WASHINGTON.

ROBERTA MORRIS  
COUNTY AUDITOR  
M. J. R. WILLIAMS  
DEPUTY

DRAWN UNDER THE DIRECTION OF C. P. MOWRY, REGISTERED ENGINEER AND LAND SURVEYOR.

BY CHARLES P. MOWRY

FOR RESTRICTIONS REGARDING THIS PLAT SEE VOLUME 1977 OF DEEDS AT PAGE 132, RECORDS OF KING COUNTY, WASHINGTON.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LORREN HOME BUILDERS, INC., A CORPORATION OF THE STATE OF WASHINGTON, OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND EASEMENTS OR WHAT EVER PUBLIC PROPERTY THERE IS SHOWN ON THIS PLAT, 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 OR BLOCKS SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES, PLACES, ETC. SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS 24TH DAY OF JUNE, A.D. 1941.

LORREN HOME BUILDERS, INC., A CORP.

BY LOIS B. MILLER PRESIDENT  
BY F. LORREN MILLER SECRETARY

## ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF KING

ON THIS 24TH DAY OF JUNE A.D. 1941, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED LOIS B. MILLER AND F. LORREN MILLER, TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF LORREN HOME BUILDERS, INC., THE CORPORATION THAT EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED THE SAID DEDICATION TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID DEDICATION IN BEHALF OF THEIR CORPORATION AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

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

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

