

PROTECTIVE COVENANTS

BE IT REMEMBERED, that Joseph R. Dunden and Beryl Keith Dunden, his wife and Henry W. Salo and Elspeth R. Salo, his wife on their behalf and on the behalf of subsequent purchasers and owners, do hereby certify and agree to the following restrictions upon the following described property, the same to be incorporated in and considered a part of every contract of sale and deed to any part of the said property, to wit:

A Plat of Maplewood - Division No. 1 embraces all that portion of Gov't Lot 4, Sec. 16, Twp 23 N., R. 5 E. W. M. north described as follows: Beginning at a point on the north line of said Gov't Lot 4 N 89°00'27" W. 75.00 Ft. from the N. E. Corner thereof, thence N 89°00'27" W along said north line a distance of 1,132.264 ft., thence S 1°03'30" W a distance of 204.983 ft. to the north right-of-way line of State Road No. 5, thence S 73°20'15" E a distance of 2.20 ft., thence easterly along a curve having a radius of 598.14 ft. a distance of 234.24 ft., thence S. 50°02'14" E a distance of 53.173 ft. to a point on the north easterly right-of-way line of the proposed location of State Road No 5, thence S 61°09'15" E along said line of distance of 987.56 ft., thence N 1°04'40" E along a line parallel to and 75.00 ft. westerly from the east line of said Gov't Lot 4 a distance of 326.389 ft., thence northeasterly along a curve having a radius of 210.00 ft. a distance of 29.897 ft., thence N 36°20'59" W a distance of 136.537 ft., thence N 48°23'01" E a distance of 82.484 ft., thence N 1°04'40" E a distance of 310.00 ft. to the point of beginning. This plat is subject to easements of record.

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 a majority vote 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 person 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 the 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 and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling for one family occupancy not to exceed two 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 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, as to the location of the building with respect to topography and finished ground elevations, by a committee composed of J. R. Dunden, 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 alteration have 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 representatives 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 on any residential building plot 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 to other outbuildings located 75 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 has an area of less than 7,200 square feet or a width of less than 60 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 be 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 \$3,000.00 shall be permitted on any lot in the tract. The ground area of 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, two, or two and one-half story structures.
- H. Easements affecting lots Nos. 8, 9, 10, 11, in Block 1 and lots Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 in Block 2 are reserved as shown on the recorded plat, for utility installation and maintenance.

- I. That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished grading and painting within 6(Six) months from date of commencement of construction and shall be connected to septic tank or public sewer.
- J. Until public sewers are available all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of Public Health and the county and local authorities.
- K. No building nor any portion of any building, nor any driveway nor any other structure shall be placed or maintained between the northerly boundary of State Highway No. 5 and a line running parallel thereto and a distance of 10 feet northerly therefrom and the westerly boundary of said tract and a line running parallel thereto and a distance of 10 ft. easterly therefrom, said 10 ft. strip of ground running parallel to said street shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 ft. strip of ground is prohibited except for the purposes of installation and maintenance of plant material.
- L. No person of any race other than the White or Caucasian race shall use, own or occupy any dwelling or other building on the tract, except that this Covenant shall not prevent occupancy of domestic servants of a different race domiciled with an owner or tenant.
- M. No fence, wall, hedge or mass planting ^{except foundation planting,} shall be permitted to extend nearer to any street than the main setback line of any main building nor shall any fence, wall, hedge, or mass planting be more than 5'6" in height.

Joseph R. Dunden
J. R. Dunden

Beryl Keith Dunden
Beryl Keith Dunden, his wife

Henry W. Salo
Henry W. Salo

Elsbeth R. Salo
Elsbeth R. Salo, his wife

ACKNOWLEDGEMENT

STATE OF WASHINGTON) ss.
County of King }

On this day personally appeared before me, Joseph R. Dunden, Beryl Keith Dunden, his wife, Henry W. Salo and Elsbeth R. Salo, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of July 1943



Notary Public in and for the
State of Washington, residing at

EQUITABLE SAVINGS AND LOAN ASS'N.

By:

G. C. Kraig - Vice President
F. E. Vrooman

A. V. Lindgren Vice President
SECRETARY

ACKNOWLEDGEMENT



OREGON
STATE OF WASHINGTON)
Multnomah } ss.
County of King }

This is to CERTIFY that on this 29 day of July A. D. 1943 before me, the undersigned, a Notary Public, personally appeared G. C. Kraig and A. V. Lindgren, Vice-President and Assistant-Secretary respectively of the Equitable Savings and Loan Association, the Corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said corporation for the uses and purposes therein mentioned and on oath state that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 29 day of July 1943



Ann Ritzel
Notary Public in and for the
State of Washington residing at
Oregon Portland

My commission expires May 1, 1946

Filed for Record Sept. 15, 1943. 3:36 PM.
Request of Puget Sound Title Insurance Co.
ROBERT A. MORRIS, County Auditor

MAPLEWOOD ADDITION

TO THE CITY OF AUBURN

Scale: 1"=100'

Gardner & Gardner Engrs.

May, 1909.

DESCRIPTION

Begin at a point on the W. line of the W^m Brannan Donation Claim N^o 37 in Sec's 6 and 7, T. 21 N., R. 5 E., W. M., 21 chains southerly from the N.W. Cor. of said Donation Claim, thence East 780 feet, thence southerly parallel with the Donation line 1356 feet, more or less, to south line of north half of said Donation Claim, thence westerly to the southwesterly Cor. of the north half of said Donation Claim, thence northerly along said Donation Claim line 1356 feet to point of beginning.

DEDICATION

Know all men by these presents that I, B. E. Hoyer, a bachelor, owner in fee simple of the land hereby platted, do declare this plat and dedicate to the use of the public forever all streets and alleys shown thereon.

In witness whereof I have hereunto set my hand and seal this 15th day of May A.D. 1909.

Signed and sealed in the presence of:
Albro Gardner.

B. E. Hoyer

ACKNOWLEDGMENT

State of Washington } s.s.
County of King }

This is to certify that on this 15th day of May, A.D. 1909, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared B. E. Hoyer, a bachelor, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Albro Gardner



Notary Public in and for the State of Washington,
Residing in Seattle.

We hereby certify that the plat of Mapewood Addition to the City of Auburn, is based upon an actual survey of W^m Brannan Donation Claim N^o 37, T. 21 N., R. 5 E., W. M. That the distances and courses or angles as shown thereon are correct. That the Monuments have been set, and lot and block corner staked on the ground.

Gardner & Gardner.

Examined and approved this 28th day of May, A.D. 1909

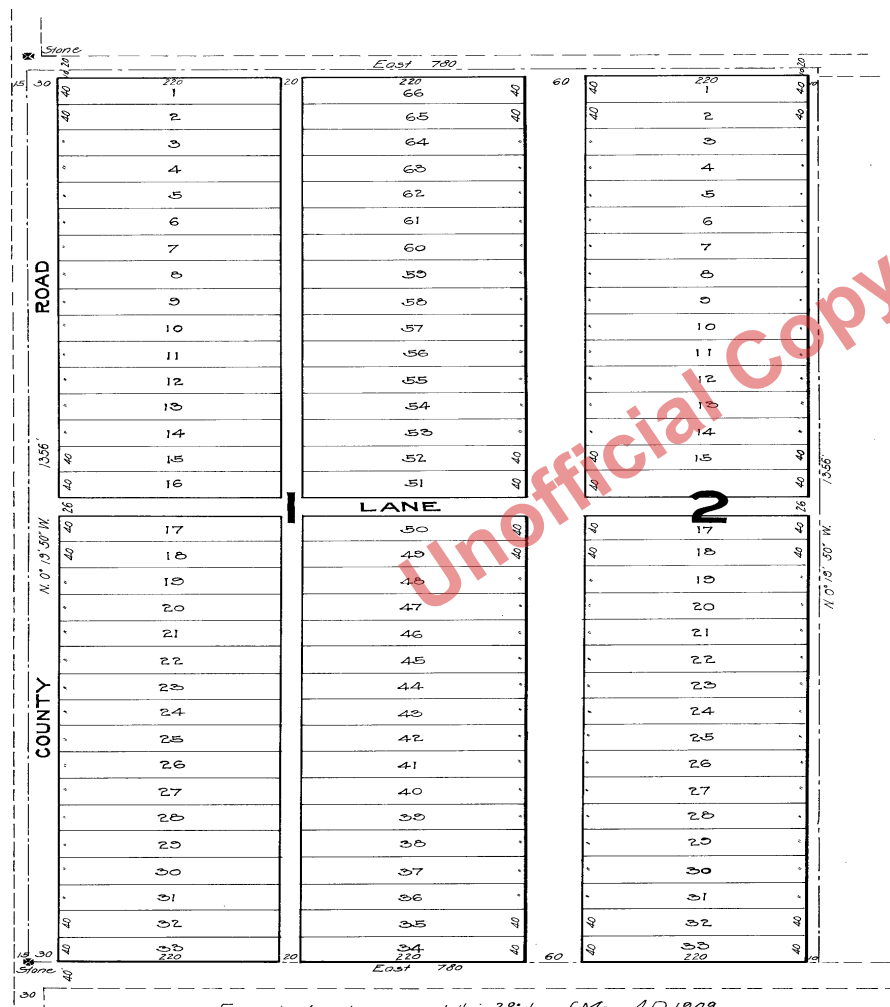
Don. R. Abraham
Chairman of Board of County Commissioners
Attest Otto A. Case, Clerk of Board.
by N. M. Wardall, Deputy



617647

Filed for record at the request of B. E. Hoyer, June 2, A.D. 1909, at 2 min. past 10 A.M. and recorded in Vol. 17 of Plats, page 38, Records of King Co.

By *Julius Hoch* Deputy, County Auditor
Julius Hoch, Draftsman.



Examined and approved this 28th day of May, A.D. 1909
J. R. Morrison
County Engineer.