

3543389

PROTECTIVE COVENANTS
AND
OF EASTWOOD ADDITION AND NEELEY'S ADDITION
AND
Blocks 38, 39 Pontiac Addition and Lots
9 and 10 Block 37 and Lots 9 and 10,
Block 40 Pontiac Addition

SEATTLE, WASHINGTON

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. 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 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 Albert Balch and Edith A. Balch, 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 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, 1953. 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 to the front lot line or nearer to the side street line than the building set-back 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 lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage 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.

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 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 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 \$5000.00 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 850 square feet in the case of a one-story structure nor less than 850 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 5 feet of each lot for utility installation and maintenance.

I. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within 9 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 local authority.

K. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

L. No person 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.

Seattle, Washington, this 3rd day of January, 1946

OWNERS IN FEE

EASTWOOD ADDITION AND NEELEY'S ADDITION
CRAWFORD & CONOVER, INC.

Albert Balch
President

Edith A. Balch
Secretary-Treasurer

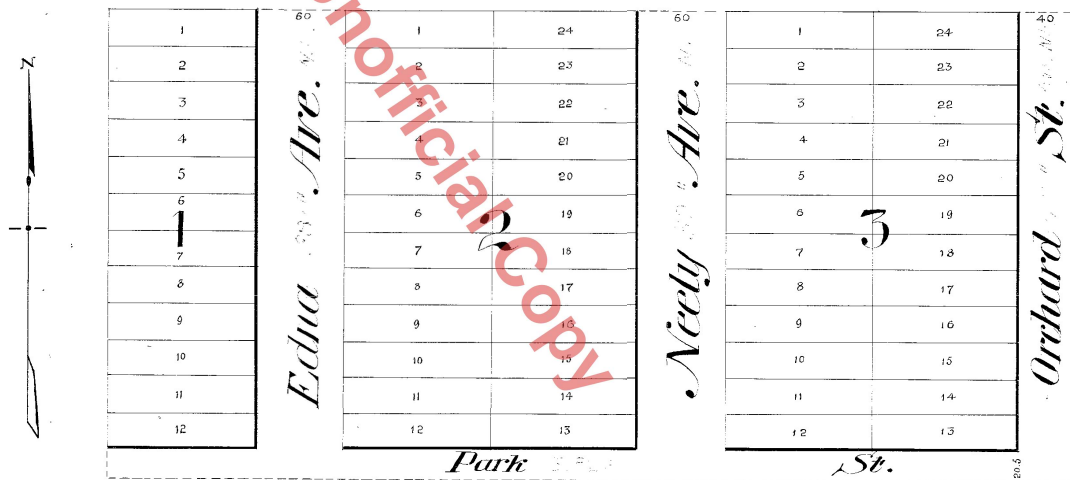
STATE OF WASHINGTON)
COUNTY OF KING) SS

Albert Balch

Neely's Addition to the City of SEATTLE, WASH.

Scale 60 feet = 1 inch.

Albro Gardner, Civil Engineer, Seattle, Wash.



DESCRIPTION.

This Plat of "Neely's Addition to the City of Seattle, Wash." covers all of the South $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 3 T₃₅ S. R. & E. W.M. Lots are 25x100 feet. The widths of Streets are as shown on the plat. The Initial point is the N.E. corner of Block 3 which is 40 feet West of the N.E. corner of the track.

49786.

Filed for Record at the request of Geo. F. Widen
Nov. 20 A.D. 1890
at 8 min. past 11 A.M.
and recorded in Vol. 1 of
Plats, page 35.
Records of King County, Wash.
County Auditor
Dugout.

DEDICATION

Know all men by these presents, that we, Edwin R. Neely and Fannie L. Neely, husband and wife, of New York City and State, hereby declare the annexed plat and hereby dedicate to the use of the public forever all streets and avenues platted thereon. Witness our hands and seals this 13th day of January A.D. 1890.

In presence of
W^m G. Robinson

Edwin R. Neely
Fannie L. Neely



A. E. R. Co.

ACKNOWLEDGMENT.

State of New York }
County of New York }

On this 13 day of January, A.D. 1890, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edwin R. Neely and Fannie L. Neely, his wife, to me known to be the individuals described in and who executed the foregoing dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes mentioned therein.

And the said Fannie L. Neely, wife of the said Edwin R. Neely, upon an examination by me, separate and apart from her said husband, where the contents of said instrument were by me fully made known unto her, acknowledged that she did, freely and voluntarily without fear of or coercion from her husband, execute the same.

Witness my hand and official Seal the day and year in this certificate first above written.

William G. Robinson,
Notary Public in and for
New York County.

