

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS That Evergreen Homes, Inc., the owner of the following described real property, all located in Northend Country Estates, according to plat thereof recorded in Volume 28 of plats, Page 37, records of King County, State of Washington:

~~South half of West half of Lot 11, Block 1, Except the West 30 feet thereof;~~
~~South half of West half of Lot 11, Block 1, Except the West 30 feet thereof;~~
~~North half of East half of Lot 11, Block 1;~~
~~South half of East half of Lot 11, Block 1;~~
~~North half of East half of Lot 12, Block 1;~~
~~South half of East half of Lot 12, Block 1;~~
~~North half of East half of Lot 13, Block 1;~~
~~South half of East half of Lot 13, Block 1;~~
~~North half of East half of Lot 14, Block 1;~~
~~South half of East half of Lot 14, Block 1;~~
~~North half of East half of Lot 15, Block 1;~~
~~South half of East half of Lot 15, Block 1;~~
~~North half of East half of Lot 16, Block 1;~~
~~South half of East half of Lot 16, Block 1;~~
~~North half of East half of Lot 17, Block 1;~~
~~South half of East half of Lot 17, Block 1;~~
~~North half of East half of Lot 18, Block 1;~~
~~South half of East half of Lot 18, Block 1;~~
~~South half of West half of Lot 17, Block 1, less West 30 feet thereof;~~
~~North half of West half of Lot 18, Block 1, less West 30 feet thereof;~~
~~South half of West half of Lot 18, Block 1, less West 30 feet thereof;~~
~~North half of West half of Lot 12, Block 1, Except West 30 feet thereof;~~
~~South half of West half of Lot 12, Block 1, Except West 30 feet thereof;~~
~~North half of West half of Lot 13, Block 1, Except West 30 feet thereof;~~
~~South half of West half of Lot 13, Block 1, Except West 30 feet thereof;~~
~~North half of West half of Lot 14, Block 1, Except the West 30 feet thereof;~~
~~South half of West half of Lot 14, Block 1, Except the West 30 feet thereof;~~
~~North half of West half of Lot 15, Block 1, Except the West 30 feet thereof;~~
~~South half of West half of Lot 15, Block 1, Except the West 30 feet thereof;~~
~~North half of West half of Lot 16, Block 1, Except the West 30 feet thereof;~~
~~South half of West half of Lot 16, Block 1, Except the West 30 feet thereof;~~
~~North half of West half of Lot 17, Block 1, Except the West 30 feet thereof;~~

does hereby declare the following protective restrictions, conditions, covenants, and reservations as established pertaining to all of the property hereinbefore described:

1. No building shall be erected, maintained or permitted upon any of the property except a single detached private dwelling house not to exceed two and one-half stories in height for the sole use of the owners, or

- occupied ~~thereon~~, for private residence purposes, together with a private garage for not more than two cars.
2. No billboards or signs of any character shall be erected, posted, posted, or displayed upon any part of said property.
3. No building shall be moved on the land and no building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon; all construction work shall be prosecuted diligently from commencement to completion.
4. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected in the tract or used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.
5. No well for the production of oil, gas, or water will be permitted; excavations will be permitted only in connection with construction of a residence as required herein and only usual and customary machinery will be permitted.
6. No refuse shall be placed on any vacant lot and building material may be placed only within the limits of a lot, but not before the owner is ready to build.
7. 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.
8. No residence shall be sold, conveyed, rented, or leased to, or be occupied by, any person or persons not of the White, or Caucasian race, excepting occupancy by domestic servants actually employed by a White occupant.
9. Until public sewers are available, sewerage disposal shall be by means of approved septic tanks and disposal fields in accordance with the regulations of the State of Washington Department of Public Health, and the local authority.
10. No live poultry or animals shall be permitted on said property other than cats, dogs, or cats as household pets.

11. A residence shall be erected which has a ground floor area of less than six hundred square feet, and said residence shall be erected only upon a plot of land of not less than five thousand square feet.

No residence costing less than \$5,000.00 shall be erected upon any building plot.

12. Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made an accepted such deed, contract or lease, subject to all restrictions, conditions, covenants, and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors, and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee, purchaser or lessee.

13. These covenants are to run with the land and be binding on all the parties and all persons claiming under them until January 1, 1973 at which time said covenants shall be extended for successive periods of ten years unless by a three-fourths vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.

14. If the party hereto or its successors 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 of said real property to prosecute any proceedings at law or at 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 for such violation.

15. Invalidity of any of these covenants by judgment or court order shall in no ways effect any of the other provisions, which shall remain in full force and effect.

Witness my hand and seal at Seattle, Washington this 27th day of June, 1947.

EVERGREEN HOMES, INC.

By James B. Jones - Pres.

By J. L. Smith, Secy



STATE OF WASHINGTON

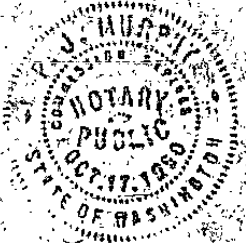
COUNTY OF KING

On this 22nd day of June, A. D. 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Johan B. Parker and

J. E. Smith, to me known to be the President and Secretary

respectively, of Evergreen House, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument 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 instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



J. E. Smith
Notary Public in and for the State of Washington, residing at Seattle.

NORTHERND COUNTRY ESTATES

AN ADDITION TO KING COUNTY

Scale = 1 inch = 300 ft.

Morford & Mowry, Civil Engrs.

DESCRIPTION

This Plot of 'Northend Country Estates' covers and includes the E. 1/2 of the N.W. 1/4 of the NE 1/4; the NE 1/4 of the NE 1/4; the SE 1/4 of the NE 1/4; the NE 1/4 of the SE 1/4; the S.W. 1/4 of the SE 1/4 and the S. 3/4 of the N.W. 1/4 of the SE 1/4 of Section 8, Twp. 26 N. R. 4 E. W.M.

All dimensions are as shown on the face of the plat in feet. Bearings are referred to the meridian of the W.N. Reed Road along the south half of Section 8.

DEDICATION

Know all men by these presents we, West & Wheeler, a corporation of the State of Washington, owners in fee simple of the tracts of land plotted in this 'Northend Country Estate', by its president, F.W. West, and Clare E. Fraunfelter, mortgagee, by his attorney in fact, do hereby declare this plot and dedicate to the use of the public forever all the streets and avenues shown hereon, 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 shown upon this plot in the reasonable original grading of the streets and avenues hereon.

In witness whereof we have hereunto set our hands and seals this 19th day February A.D. 1926.

West & Wheeler, A Corporation

By F.W. West
President.

Clare E. Fraunfelter
Mortgagee.

By F.W. West
as his Attorney in fact

ACKNOWLEDGMENT

State of Washington) ss This is to certify that on this 19th day of February 1926, before the undersigned, a Notary Public, personally appeared F.W. West, President of West & Wheeler, 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.

Witness my hand and official seal the day and year first above written.

Ida J. Holland,
Notary Public, in and for the State
of Washington, residing at Seattle.

ACKNOWLEDGMENT

State of Washington) ss This is to certify that on this 19th day of February 1926, before the undersigned, a Notary Public, personally appeared F.W. West, Attorney for Clare E. Fraunfelter, and acknowledged to me that he signed and sealed the foregoing dedication as his voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above written.

Ida J. Holland,
Notary Public, in and for the State
of Washington, residing at Seattle.

We hereby certify that the plat of 'Northend Country Estates' is based upon an actual survey and subdivision of Section 8, Twp. 26 N. R. 4 E. W.M., that the bearings are in correct relation to each other, the distances correctly shown thereon and the lot and block corners staked on the ground.

Morford & Mowry, Civil Engrs.

By C. P. Mowry

Examined and approved this 23rd day of February A.D. 1926

By Thomas D. Beeman
Deputy
County Engineer

Examined and approved this 23 day of Feb. A.D. 1926

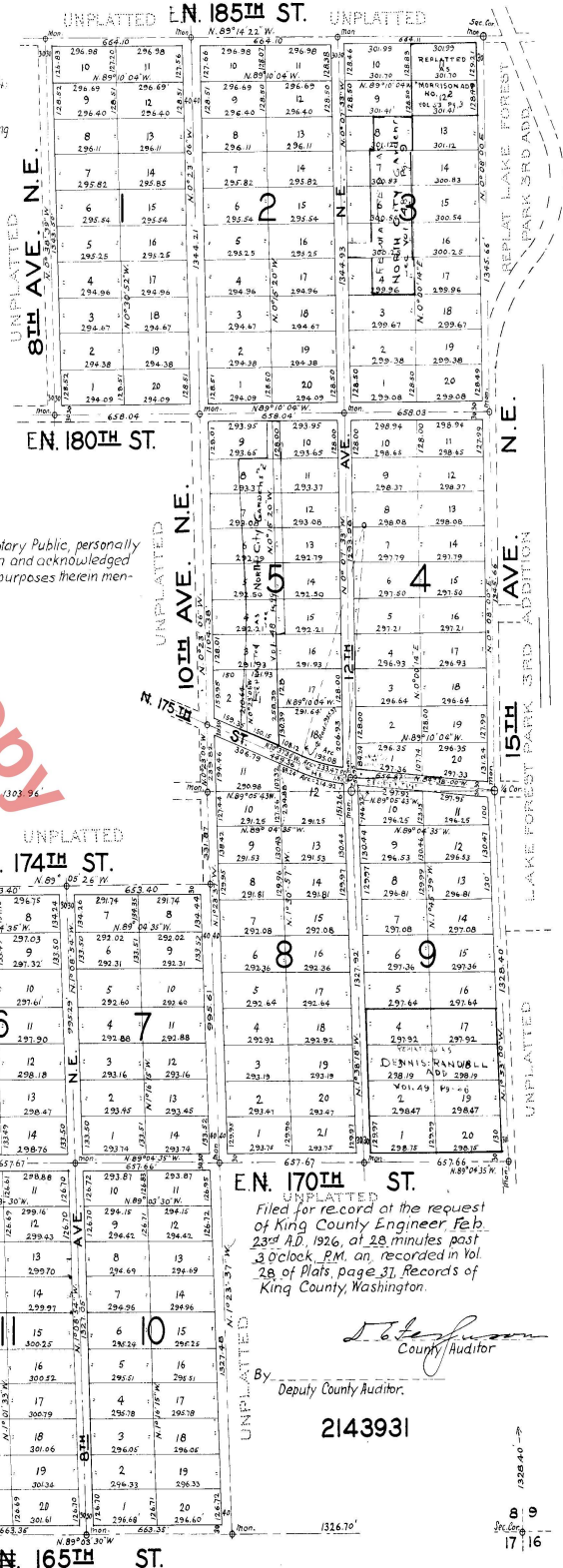
Wm. A. Gaines
Chairman Board of County
Commissioners

West C. F. Gage
Dep. Clerk of Board of
County Commissioners.



Thomas H. Carden
Draftsman.

SEE SURVEY VOL 9 PAGE 167



EN. 170th ST.
UNPLATTED
Filed for record at the request
of King County Engineer, Feb.
23rd A.D. 1926, at 10 minutes past
3 o'clock P.M. as recorded in Vol.
28 of Plats, page 31, Records of
King County, Washington.

By
Deputy County Auditor.

2143931