

3114979

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT THE OWNER OF,

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block One (1); Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Two (2); and Lots One (1), Two (2), and Three (3), Block Three (3), ALL in Parkhurst Addition,

by the execution and recording of this instrument does hereby establish the protective restrictions, conditions and covenants hereinafter set forth upon and subject to which all lots, tracts and parcels of land in said above described plat shall hereafter be held or sold or conveyed by it as owner, and shall inure to and pass with said property and each and every parcel of land therein and shall apply to and bind the respective successors in interest of each and all of the present and future owners of said land in said above described plat, and are hereby imposed upon said land as a servitude in favor of said property and each and every lot, tract and parcel thereof, as a dominant tenement or tenements, as follows, to-wit:

1. 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 (2) cars.

2. No building shall be located on any residential building plot nearer than 25 feet to the front street line, nor nearer than 10 feet to any side street line; No building, except a garage or other outbuilding located 75 feet or more from the front street line, shall be located nearer than 5 feet to any side plot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 sq. feet now a width of less than 50 feet at the front building setback line.

4. 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.

5. No persons of any race other than the white 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.

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6. 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.

7. No dwelling costing less than \$3,500 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 750 square feet in the case of a one and one-half, two, or two and one-half story structure.

8. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

9. 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.

10. 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.

IN WITNESS WHEREOF, the Owner of said property has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 27th day May, 1940

CARROLL, HILLMAN AND HEDLUND, INC.

By J. L. Carroll President
By Earl Hillman Sec. Treas Secretary

STATE OF Washington

County of King

On this 27 day of August, A. D. 1940, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared J. L. Carroll and R. D. Hillman to me known to be the President and Secretary, respectively, of 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.



Clarence G. Hardesty
Notary Public in and for the State of Washington
residing at Seattle

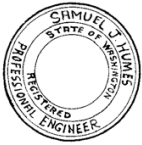
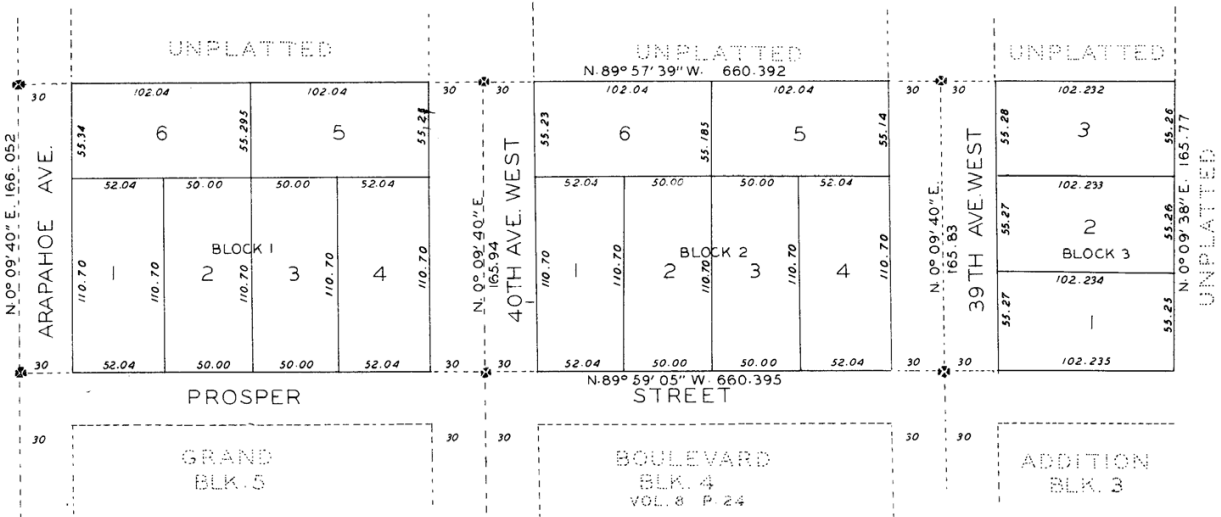
Filed for Record Aug. 6, 1940 4:37 P. M.
Request of Seattle Title Company
EARL MILLIKIN, County Auditor

PARKHURST**ADDITION**

AN ADDITION TO THE CITY OF SEATTLE

MAY - 1940

SCALE 1 IN = 50 FT

SAMUEL J. HUMES
REGISTERED CIVIL ENGINEERHIWATHA PARK ADDITION
BLK. 5
VOL. 3 P. 157

1914 Deeds 74

DESCRIPTION

THIS PLAT OF PARKHURST ADDITION EMBRACES THE FOLLOWING - THE SOUTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF THE N.W. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECT. 15, TWP. 25, N.R. 3 E. W. M., LESS THE WEST 30 FEET, & LESS 39TH AVE. W. & 40TH AVE. W. AS SHOWN HEREON.

I HEREBY CERTIFY THAT WITHIN PLAT OF PARKHURST ADDITION, AN ADDITION TO THE CITY OF SEATTLE, WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE NO. 70118 APPROVED THE 18TH DAY OF JUNE A.D. 1940.

W.C. THOMAS

CITY COMPTROLLER AND EX-OFFICIO CITY CLERK



EXAMINED AND APPROVED BY ME THIS 3RD DAY OF JUNE A.D. 1940.

C.L. WARTELL

CITY ENGINEER

3107628

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 21 DAY OF JUNE A.D. 1940, AT 55 MINUTES PAST 1 P.M., AND RECORDED IN VOL. 36 OF PLATS, PAGE 31 RECORDS OF KING COUNTY.

EARL MILLIKIN

COUNTY AUDITOR

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CARROLL, HILLMAN, AND HEDLUND, INC., A CORPORATION, OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DOES HEREBY DECLARE THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, AND ALLEYS SHOWN HEREON, AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES 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, BLOCKS OR TRACTS SHOWN UPON THIS PLAT IN THE ORIGINAL, REASONABLE GRADING OF ALL STREETS, AVENUES AND ALLEYS SHOWN THEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION, BY ITS PRESIDENT AND SECRETARY, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED AND ITS SEAL AFFIXED THIS 9TH DAY OF MAY A.D. 1940.

CARROLL, HILLMAN AND HEDLUND, INC.,

BY J.L. CARROLL
ITS PRESIDENTBY KLINE HILLMAN
ITS SECRETARYACKNOWLEDGEMENT

STATE OF WASHINGTON } ss.
COUNTY OF KING

THIS IS TO CERTIFY, THAT ON THIS 9TH DAY OF MAY A.D. 1940, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED J.L. CARROLL AND KLINE HILLMAN, TO ME KNOWN TO BE PRESIDENT AND SECRETARY RESPECTIVELY OF THE CORPORATION THAT EXECUTED THE ABOVE 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 THEREIN MENTIONED, AND BOTH ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID DEDICATION, AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR FIRST ABOVE WRITTEN.

H.E. McMORRISNOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT SEATTLE