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3984758

COVERING THE

PROTECTIVE COVENANTS

PARKWOOD ADDITION DIVISION NUMBER TWO (2)

BY

WESTERN LAND COMPANY INC, 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 1st 1975, 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 parts

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 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 judgement 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 structure or buildings of any kind 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 one and one-half stories in height and a private garage for not more than two cars.

VOL 2914 PAGE 635 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 Don S. Johnson and Albert S. 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 pepresentative 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 the Comenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1st 1960. 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 line of the lot or nearer to the dide street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than 20 feet to the front lot line, nor nearer than 15 feet to any side street line.

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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 set-back line.

E. No norious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which maybe or become an annoyance or muisance 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 \$4500 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 700 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one 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.

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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 local authority.

A . C.

X. No fence, wall, hedge or mass planting other than foundation 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.

Le No person of any other bace than the white or cancasian race shall use or occupy

any building or any lot, except that this covenant shall not prevent occupancy by . domestic servents of a different race domiciled with an owner or tenant.

Device 70442042

FILED for Recerd at Request of

Seattle, Washington, this 14th day of February 1950

OWNERS IN FEE

PARKWOOD ADDITION DIVISION NO. TWO (2).

Western Land Company Inc., a Washington corporation.

BY KULINE Johnson, President. Don S.

Albert S. Balch, Vice President and Secretary.

Carton 3

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The Republic of

ROBERT A

PARKWOOD NO.2

SECTION 18, T.26 N., R.4E., W.M.

SCALE 1" = 100 JULY 1950



Approved for Septic Tanks installed according to the

-J. BENJ. HAYES & ASSOCIATES ENGINEERS

DESCRIPTION

This plat of PARKWOOD NO.2 embraces that portion of the west 1 of the N.W 1/ of the N.E 1/ of the S.E 1/ of Section 18 Township 26, N.R.4 E.W.M. described as follows :- Beginning at a point, 208 ft. South of N.W. corner of the N.W. + of the N.E / of the S.E. of said S.e. 18, T. 26. N.R.4 E.W.M.; thence South to the south line thereof; thence east 332.40 freet, more or less, to the east line thereof; thence north to the north line of said subdivision ; thence west 124.26 feet, more or less, to a point which is 208 feet east of the said northwest corner of said subdivision; thence south 208 ft. thence west 208 ft. to the point of beginning: Except the west 15 ft for road, and RESTRICTIONS Except County roads.

No lot or portion of a lot in this plat, shall be divided and sold, or resold, or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area required for the Use District stated on this plat; namely six thousand (6000) square feet for R-1 Residence Use, with a minimum tract or lot width of sixty (60) feet.

All lots in this plat are restricted to R-I Residence District Use governed by and subject to restrictions, rules and regulations of the County Zoning Resolution No.11373 and subsequent changes thereto by official County resolution Further restrictions Vol. 2914 of Deeds page 634

DEDICATION

KNOW ALLMEN BY THESE PRESENTS that we, the

 8°

undersigned, western Land Company Inc.; owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets, avenues and alleys shown hereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also parks, easements or whatever public property or places there are shown on the plat for the purposes therein mentioned also the right to make necessary slopes for cuts and fills upon the lots, blocks, tracts or parcels of land shown on this plat in the original reasonable grading of the streets, avenues, alleys and places shown theron.

IN WITNESS WHEREOF WE have hereunto set our hands and seals this 15 day of A.D. 1950

WESTERN LAND CO INC.

FILLON & President R. Aut Baleh Secretary

specifications of the King County Health Department.

Examined and approved this 13th day of September AD 1950 county Road Engineer

I hereby certify that the within plat of PARKWOOD NO.2 is duly approved by the King County Planning Commission this 16th day of

Suptember AD 1950

Secretary Executive Officer Chairman

Expansined and approved this 18 day of September A.D. 1950 Johenh a Marris

Clerk Bd. of County Comm's

Chairman Bd of County Commissioners

4061617

Filed for record at the request of the King county Planning commission this 27 day of _____ A.D. 1950 at 22_ minutes past 12_P_M. and recorded in Volume _47_ of Plats page _86_---Records of King County, Washington

Ву _____ Députy County Auditor

County Auditor

CORPORATE 1945

ACKNOWLEDGEMENT

STATE OF WASHINGTON) } s.s. This is to certify that on this 1.5 day of fully COUNTY OF KING AD 1950 before me, the undersigned, a notary public, personally appeared Don S. Johnson and Albert S. Balch, President and Secretary respectively of the Western Land Co.Inc. who executed the foregoing dedication and acknowledged to me that they signed and sealed the same as 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 within dedication and the seal affixed is the corporate seal of said corporation witness my hand and official seal the day and year first above written

3 N. Donahur

Notary Public in and for the state of Washington NOTARY PUBLIC residing in seattle .

I hereby certify that the plat of PARKWOOD NO 2 is based on an actual survey and subdivision of Section 18, Township 26, N.R.4 E.W.M.; that the distances, and courses are shown correctly thereon; that the monuments have been set and the lot and block corners staked correctly on the ground; and that I have fully complied with the provisions of the statute and platting regulations.

July 1950

SEAL

certificate No. 3467 Renewal No. 176