

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Tacoma Improvement Co., G. Weldon Gwinn and Pauline Gwinn, his wife, owners of the following lots Lot 11 less No. 10 Pt. Block 27, Lots 12, 14, 15, 16, 19, 20, 21, 22, Block 33, Lots 3, 4, 5, 6, 7, 10, 11, and 12 to 20, Block 34, Pleasant Valley Addition Number 2, an Addition to the City of Seattle, County of King, State of Washington, do hereby declare that the following restrictions shall apply to and all of said property shall be subject to the following restrictions, as though the said restrictions were placed in each and every deed or other instrument affecting the title to said property, or any part thereof:

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, 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 not to exceed two and one-half stories in height and a private garage for not more than 2 cars and
- 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 G. Weldon Gwinn and Gardner J. Gwinn, 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 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, 1963. 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

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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 than 20 feet to the front lot line nor nearer than 10 feet to any side street line. No building, except a detached 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.
- ~~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 50 feet at the front building setback 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 50 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 \$3000 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 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.
- H. That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 6 months from date of commencement of construction and shall be connected to public sewer.
- I. No persons 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.

WITNESS our hands and seals this 8th day of April, 1942.

G. Weldon Swinn
Pauline Swinn

TACOMA IMPROVEMENT CO.

G. Weldon Swinn
President.
Pauline Swinn
Secretary.



STATE OF WASHINGTON) ss
COUNTY OF KING)

On this 8th day of April A.D. 1942, before me personally appeared GARDNER J. GWINN, and ANN MORRISON, to me known to be the President and Secretary respectively of TACOMA IMPROVEMENT CO., the corporation that executed the within and 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 said instrument and that the seal affixed thereto is the corporate seal of said corporation.

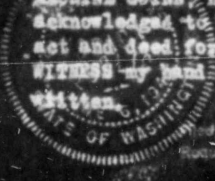
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

STATE OF WASHINGTON) ss
COUNTY OF KING)

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

THIS IS TO CERTIFY, That on this 8th day of April, 1942, before me, a Notary Public in and for the State, duly commissioned and sworn, personally came G. WELDON GWINN and PAULINE GWINN, his wife described in and who executed the within instrument, 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.

WITNESS my hand and official seal, the day and year in this certificate first above written.

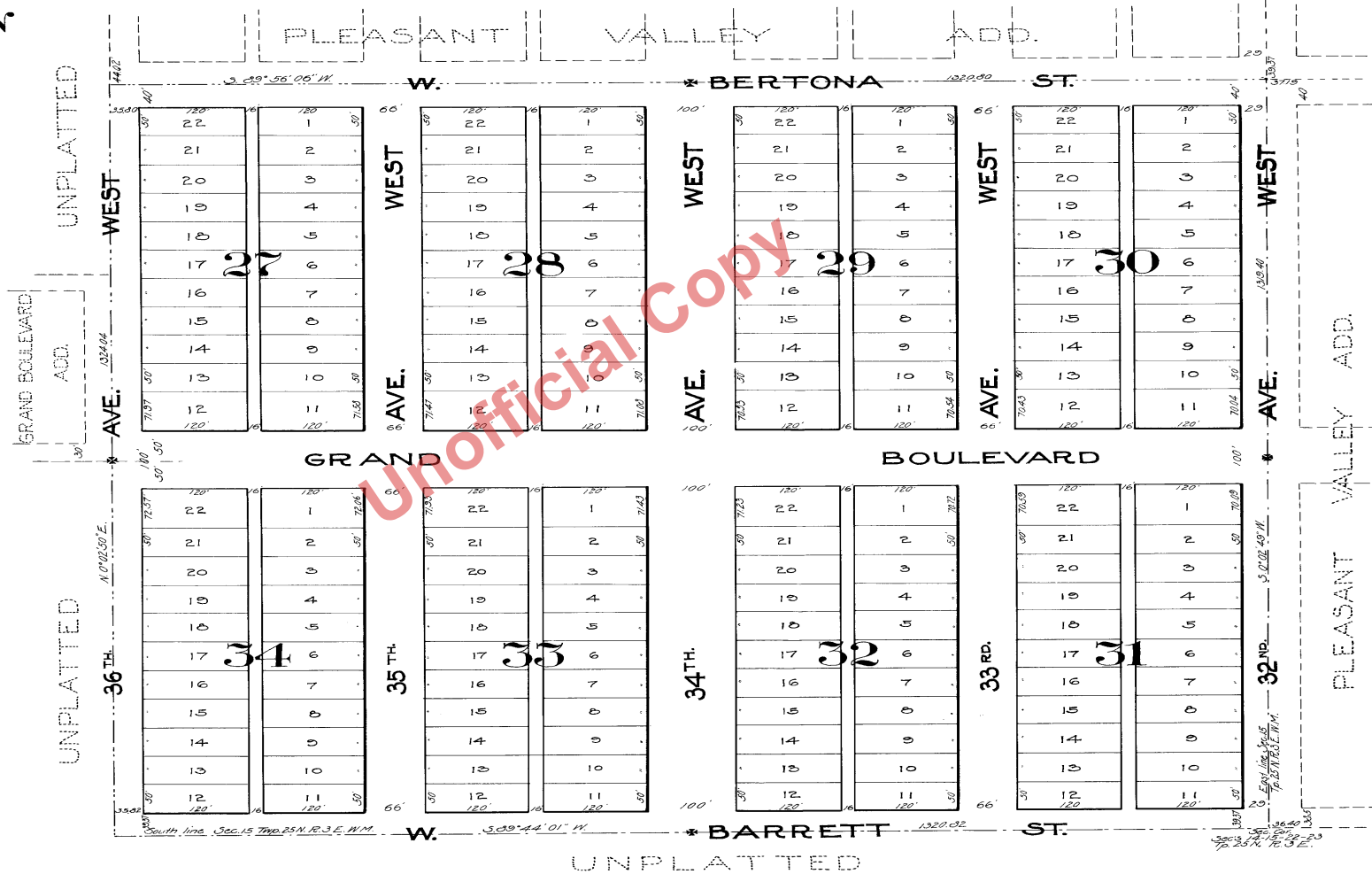


Filed for Record April 9, 1942 3:16 P.M.
Request of Gardner J. Swinn
ROBERT A. MORRIS, County Auditor

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

PLEASANT VALLEY ADDITION
No 2.
TO THE CITY OF SEATTLE
GARDNER & GARDNER

GARDNER & GARDNER
ENGINEERS



DESCRIPTION

This plat embraces all of the S.E. 1/4 of the S.E. 1/4 of Sec. 15 Twp. 25 N., R. 3 E., W. 1 M.

All distances are as shown on this plat in fact.
All bearings are referred to the City Standard Meridian.

Approved by the Mayor and the City Council of the City of Seattle by Ord. 13665 this 5th day of June, 1908



John F. Miller

Mayor

Attest

H. W. Carroll

City Comptroller and ex-officio City Clerk


By R. L. Waxon Deputy

561064

Filed for record at request of David P. Eastman, July 27-1908, at 20 min. past 11 A.M. and Recorded in Vol. 17 of Plats, page 13 Records of King County, Wash.

J. P. Agnew

County Auditor

By 

Deputy.

DEDICATION

Know all men by these presents that the Emerson Land Co. a corporation, of the State of Washington owner in fee simple of the land above described and platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown thereon.

In witness whereof the said Emerson Land Co. has caused its corporate name to be hereunto subscribed by its president and secretary, and its corporate seal to be hereunto affixed this 7th day of May A.D. 1908

Signed and sealed in the presence of

Charles C. Soudon



Emerson Land Co.

By

Samuel Elliott

its President

By

W. A. Peters

its Secretary

ACKNOWLEDGMENT

State of New York }
County of New York } S.S.

This is to certify that on this 7th day of May A.D. 1908 before me the undersigned a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared Samuel Elliott, president of the Emerson Land Co. a Washington Corporation that executed the foregoing instrument and acknowledged to me that he executed said instrument as the free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned and on oath said that he was the officer of the company above set forth and that the seal affixed is the corporate seal of said corporation.

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



John C. West
Notary Public No. 57 New York County

Notary Public in and for the State of New York, residing in New York City, N.Y.

ACKNOWLEDGMENT

State of Washington }
County of King } S.S.

This is to certify that on this 12th day of May A.D. 1908 before me the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. A. Peters, secretary of the Emerson Land Co., a Washington Corporation that executed the foregoing instrument and acknowledged to me that he executed said instrument as the free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned, and on oath said that he was the officer of the company above set forth and that the seal affixed is the corporate seal of said corporation.

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



David P. Eastman

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

Examined and approved this 23^d day of July A.D. 1908.

R. H. Thomson

City Engineer.