VOL 1888 - PAGE 381 3090545 THE GRANTOR S. G. L. STANDPING and EDNA STANDPING, his wife, For and in consideration of Sixty Thousand DOLLARS in hand paid, convey ... and warrant to SHORE COOD, INC., a corporation, the following described Real Estate :... That portion of Section 12, Township 23 North, Range 3 E. W. M. described as follows: Beginning at the center of said Section 12 and running west along the center line thereof North 89933115" West 675.37 feet to a TRUE POINT of beginning; thence South 46° 01.50" East 1311.17 feet; thence South 45°58.10" West 440.00 feet: thence South 46°01'50" East 30.00 feet; thence South 43°58'10" West to outer limit of tide lands adjoining said Section 12; hence northwesterly along said outer limits southeast Block 499 of plat of Seattle Tide Lands; thence southwesterly on southeast side of said Block 499 to southwest corner thereo thence northwesterly on southwesterly side of said Block 499 to northwest corner thereof; thence northeasteri of said Block 499 to the northeast corner thereof which is on the said center line of said Section 12; thence East along line of Section, South 89023'15" East to TRUE POINT of said center beginn ALSO parcels 25 and 26 as deeded to George L. Standring and Edna Standring, his wife, in King County Recorder's No. 3017485 and re-corded in Vol. 1810-Deeds, pg. 507 Records of said County Recorder. All of the above land subject to the covenants and restrictio attached hereto and fully incorporated herein by this reference. Situated in the County of King ....., State of Washington. 16th November Dated this. day of .... rug SEAL edring SEAL SEAL SEAL STATE OF WASHINGTON, -SS. COUNTY OF KING ....., a Notary Public, do hereby certify that 16th day of November on this..... 19.39 personally appeared before me G. L. STANDRING and EDNA STANDRING, his wife. to me known to be the individual...S described in, and who executed the within instrument, and acknowledged that they ... signed and sealed the same as ..... their .... free and voluntary act and deed for the uses and purposes therein mentioned. Gran ander my hand and official seal this.... A ... Notary ] State of Washington, residing at Seattle. Constant and the STATE ANE-FORE NO. DES-WARRANTI DEED-STATUTORY FORM SIXTY DOLLARS

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The following covenants and restrictions are to run with the land above described, and shall be binding upon all parties hereto, and all persons claiming by, through or under them until January 1, 1965, at which time all of said covenants and restrictions shall be extended automatically for successive periods of ten years, unless by a vote of the majority of the then owners of the various parcels of land in said development or subdivision, it is agreed to change or abandon said covenants and restrictions in whole or in part.

1 and Will Cards

1. Use of Land. -

a. All lots in the development or subdivision shall be known, described and used as and for residential purposes only, except Block "H". No commercial enterprise shall be permitted in said development other than the business of selling said lots and the conduct of a utilities water system.

b. No swine, poultry, or livestock, nor more than two dogs per lot shall be kept upon any of the lots of said property.

c. No fence shall be erected on any boundary of said lots in excess of 48 inches in height.

d. All of said subdivision shall be occupied, leased or rented by only the white or caucasian race, except domestic servants of a different race are not prohibited when domiciled with an owner or tenent.

e. An easement is reserved over the rear five feet and the two feet on each side of each lot for utility installation and maintenance.

2. Building Restrictions.

a. Only one single detached one-family dwelling of not to exceed  $2\frac{1}{2}$  stories in height, and one private attached or unattached garage, for not more than three cars, are permitted on any one lot, except Block "H" which shall meet all other restrictions of land and buildings, and except beach cottage privileges granted lots in Block "D" as provided hereinafter.

3. No residence structure costing less than the following shall be erected or placed on any plot, which plot has an area and width less than the following:

BLOCK	AREA	WIDTH	MINIMUM CONSTRUCTION
B & G	7500 Sq. Ft.	60 ft.	COST. \$4000.00
C	8000 " "	60 <sup>m</sup>	4000.00
D	18000 " "	60 "	5000.00
Ξ	9000 " "	60 <b>"</b>	4000.00

Owners of lots in Block "D" shall be permitted to erect or place on any lot in Block "D" not more than one beach cottage, the foundation of which shall be so placed upon the lot as to not be of an elevation higher than 40 feet above average high tide. Said beach cottage must be a single family dwelling and comply in all other respects with all other provisions contained in the whole hereof, except that the floor area for a beach house shall be not less than 500 sq. ft.

In order to elevate, preserve and maintain the general neighborhood appeal, where the initial structure placed or erected on any plot in Block "D" is a beach cottage, such lot owner must maintain his lot area adjoining Shorewood Drive, and east of the cliff line in conformity to the general garden practice of other owners in lots in seid Block who are using their lots for home purposes.

a. No structure shall be erected, altered, placed

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upon, or be permitted to remain on any lot in this subdivision until the external design and location thereof shall be approved in writing by the neighborhood committee, which committee shall be appointed or elected by the owner or owners of a majority of the lots, subject to the covenants and restrictions herein. If the committee fails to approve or disapprove any proposed design or location within thirty days after plans therefor have been submitted to the committee, then approval thereof will deem to have been waived. Said committee shall consist of not less than three members, all of whom shall be lot owners in said subdivision, and who shall serve for one year, or until their successors are elected. The owner of each lot is entitled to one vote in the election of said committee members. Members of said committee shall have full power to prohibit architectural styles or lack of style, as shall not be in keeping with the neighborhood, and which shall not best preserve and protect the stability and appeal of the subdivision.

b. No residence having less than 1,200 square feet of area, exclusive of porches and garages, shall be erected or placed on any lot in Block "D", except beach cottages.

No residence having less than 1,000 square feet of floor area, exclusive of porches and garages, shall be erected on any lot in Blocks B, C, E, & G.

c. No residence shall be placed nearer than 25 feet to the street line, or 50 feet to the back line, nor 5 feet to the side lines of any of said lots, in Blocks "B", "C", and "E".

No residence shall be placed nearer than 25 feet to the street line, or 35 feet to the top of the cliff line, nor 5 feet to the side lines of any lots in Block "D". d. No trailer, basement, garage or other structure erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

e. All levatory conveniences must be incorporated in, and be a part of a dwelling.

f. Any owner of a lot in said subdivision may prosecute an action at law or equity to abate, restrain or prevent violation of any covenant herein, or recover any damages resulting from such violation.

g. If any one or more of the covenants or restrictions herein shall be invalidated by judicial decree, such action shall in no wise effect the remaining covenants or restrictions.

h. No lot owner in Block "D" shall erect or maintain a bulkhead out into the Sound past the then existing line of average high tide.

4. All lot owners in Blocks "B", "C", and "E", by entering into a contract of purchase, and/or accepting a deed to any lot in said blocks, shall acquire for himself, his heirs, executors and assigns, community beach privileges in the Block "H" shown in the "Shorewood" plot, and by said purchase, and/or accepting said deed, such owner thereby on behalf of himself, his heirs, successors and assigns agree to pay his proportionate share of the taxes and assessments upon said community beach property. All lot owners in "Shoremont", an addition to be hereafter formed contiguous and to the east of Shorewood, which lot owners acquire privileges in said Block "H" for beach purposes, must likewise thereby agree on behalf of themselves, their heirs, successors and assigns, to pay their proportionate

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share of the taxes and assessments upon said Block "H".

Use of Block "H" for beach purposes shall be confined to those persons acquiring privileges thereto by contract or deed, and such use shall be only that use as is customary and usual in community beach projects.

In event of conflict between these and County Zoning restrictions the County restrictions shall take precedence and be enforced.

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Filed for Record Mar 13, 1940; 241 P.M. Request of A. M. Mooney EARL MILLIKIN, County Auditor