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RESTRICTIONS HEIGHTS, AN ADDITION TO KING COUNTY, WASHINGTON.

We, the undersigned, being all of the owners and parties interested in Sunny Heights, an Addition to King County, Washington, the plat of which is filed of record with the Auditor of King County, Washington hereby agree to and place upon Lots One (1) to Fortythree (43), inclusive, in said Addition the following restrictions for the use and occupancy of said property, which said restrictions are as follows, to-wit:

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential/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 cars and appurtenant building.

2. No building shall be located on any plot nearer than twenty-five (25) feet to the front lot line nor farther than Forty (40) feet. No building shall be located nearer than Ten (10) feet to any side street line. No building excepting a garage or other outbuilding, located Seventy-five (75) feet, or more, from the front lot line, shall be located nearer than Five (5) feet to any side lot line.

3. No residential structure shall be erected or placed on any building plot which plot has an area of less than Six thousand (6,000) square feet or a width of less than Fifty-five (55) feet at the front building setback line.

4. No noxious or offensive trade or activity shall be car-5. No person of any race other than the white or Caucasian

ried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. race shall use or occupy any building of any lot, except that this covenant shall not prevent occupancy by domestic servants of a differect race domiciled with an owner or tenant.

6. No trailer, basement, tent, shack, garage, barn or other outbuildings 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 building costing less than Thirty-five Hundred Dollars (\$3500.00) shall be permitted on any lot in the Addition. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than Seven Hundred Fifty (750) square feet in the case of a one-story structure, and not less than Six Hundred (600) square feet in the case of a one and one-half, two, or two and one-half story structure.

No building shall be erected, placed, or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: Provided, however, that if such committee fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it or if no suit to enjoin the erection of such building of the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. (NOTE: The manner of appointment or election of said committee, its duties and authority, its continuation, and the names of its members shall be placed of record in a separate instrument. Each owner shall have votes equal to the number of lots owned).

8. 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 six (6) months from date of commencement of construction and shall be connected to septic tank or public sewer.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of Ten (10) 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. 10. 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation .

11. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in force and effect.

DATED at Seattle, Washington, this $2/2^{2}$ day of April, 1942.

Rosalia Baker Smith, Ecoutrix under will

ROXBURY LAND COMPANY, INC. President Secretary

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