

3905055

## PROTECTIVE RESTRICTIONS

The Diamond "S" Ranch in King County, Washington

The Schafer Construction Company, a Washington Co-Partnership, consisting of Louis R. Schafer and Winifred E. Schafer, his wife, and Clara C. Evans, a widow, being the owners of the lands included in the plat of the Diamond "S" Ranch an addition to King County, Washington, according to plat thereof recorded in Vol. 46, page 51 of Plats, records of King County, lying within the east half of the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of the northwest quarter, all in Section 29, Township 25, north, Range 5 E.W.M., does hereby certify and declare that it has established a general uniform plan for the development of the lands in the above-mentioned plat as of the --eleventh-- day of May, 1949, and said Schafer Construction Company has established mutual easements and restrictions hereinafter set forth subject to which all tracts or areas in the Diamond "S" Ranch shall be held, and such mutual easements, restrictions, and other provisions of the said plan shall inure to the benefit and shall bind any and all of the said property and each and every part and parcel thereof, and shall bind all of the owners thereof and their successors in interest thereto.

SECTION I. These restrictive mutual easements and restrictions shall attach to and pass with the said real property and each parcel thereof. If the parties hereto or any of them or their heirs, executors, or administrators shall violate or attempt to violate any of the provisions of these mutual easements and restrictions of the Diamond "S" Ranch, it shall be lawful for any other person or persons owning any real property situated in the Diamond "S" Ranch to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions or restrictions either to prevent him from doing so or to recover damages or other compensation for such violations.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect. These restrictive mutual easements and restrictions shall be deemed fully and sufficiently described or incorporated in any instrument by designating and referring to the same as the "Protective Restrictions of the Diamond "S" Ranch".

SECTION II. All the tracts in the Diamond "S" Ranch shall be designated as "resident lots". A building site shall consist of at least one or more such resident lots as shown on said plat herein.

SECTION III. No building or structure shall be erected, constructed, maintained, or permitted upon the property of the Diamond "S" Ranch except upon a building site as heretofore defined. No building or structure shall be erected, constructed, maintained, or permitted on a building site other than a single detached dwelling house except appurtenances to any dwelling house such as private garage, garden house, stable, or similar structure architecturally in harmony therewith and of a permanent construction, within the building limits hereafter set forth.

SECTION IV. No building containing less than one thousand (1000) square feet of floor area except for garage, garden houses, and other buildings mentioned above as appurtenances may be erected on any of the said building sites.

SECTION V. No dwelling house or any part thereof or any other structure, except as hereby specified, exclusive of fences or similar structure, shall be placed nearer than thirty-five (35) feet to the street line of the building site on which it is located. Garages shall be attached to the house wherever possible. No building may be less than thirty-five (35) feet from the nearest sideline.

SECTION VI. All buildings to be erected in the Diamond "S" Ranch shall have complete plans and specifications and exterior alterations and specifications showing proposed location of same on the particular site, submitted to the Schafer Construction Company before construction or alteration is started and such construction or alteration shall not be started until approval thereof in writing is given by the Schafer Construction Company. As to all improvements, construction, and alteration in the Diamond "S" Ranch, the said Schafer Construction Company shall have the right to refuse to approve the design, finishing, or painting of any construction or alterations which is not suitable or desirable in said addition, for any reason, aesthetic or otherwise. In so passing upon such design, the Schafer Construction Company shall have the right to take into consideration, the suitability of the proposed structure, the material of which it is to be built, the site upon which it is proposed to erect the same, the harmony of the



dwellings therein with the surroundings, the effect on the outlook of the adjacent or neighboring property, and any or all other factors which in their opinion shall affect the desirability or suitability of such proposed structure, improvements, or alterations.

If said Schafer Construction Company fails to approve or disapprove said plans or specifications within thirty (30) days after same has been submitted to them, or the making of such alterations prior to the completion thereof, such approval will not be required, and the changes shall be deemed to be in compliance with the provision of this paragraph. Provided further however, that as soon as fifty per cent (50%) of the lots in the Diamond "S" Ranch have been sold by the present owners thereof, the Schafer Construction Company shall have the right to appoint a committee of the owners of said lots of the Diamond "S" Ranch, and the said committee shall succeed to all the powers and the provisions of this said paragraph and shall set in place and stead of the Schafer Construction Company with respect thereto. The said committee shall serve for the period of one year from the date of such appointment, and thereafter the owners of the lots in the Diamond "S" Ranch shall elect or appoint another committee to perform the duties set forth in this paragraph. The committee shall be of such a number and serve for such a period as the owners of the said property shall designate.

SECTION VII. No buildings or structures shall be moved onto any land embraced in the said plat without approval of the Schafer Construction Company or the succeeding committee. No trailers shall be kept upon the said property except inside of garages without the approval of the Schafer Construction Company or the succeeding committee.

SECTION VIII. The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structures are fully completed and painted. All structures shall be completed as to external appearance including finish painting within six (6) months from date of commencement of construction unless prevented by causes beyond the owner's control.

SECTION II. No fence, hedge, or boundary wall situated on any lot shall be constructed without design and materials used therein being approved by the Schafer Construction Company or the succeeding committee.

SECTION X. No noxious or undesirable thing or undesirable use of the property shall be permitted upon said property or in said tract. The construction of a spite or nuisance wall, hedge, or fence, or tree shall be prohibited upon said property.

SECTION XI. No trash, ashes, manure, or any other refuse may be thrown or dumped on any lot in said addition. No building material of any kind shall be placed or stored on any lot until the owner is ready to commence construction, and the building materials shall be placed within the property line of the building site upon which the said structure shall be started and shall not be placed on the street. All storage of manure shall be in a covered bin or receptacle.

SECTION XII. No fowl or animal other than song birds, dogs, cats, or horses shall be kept upon any of the property in the said addition.

SECTION XIII. No driveway or any other means of ingress or egress shall be maintained from said property to 108th Avenue Northeast, 104th Avenue Northeast or Northeast 24th Street, or any other street or avenue which may subsequently be laid out along the exterior boundaries of said property not bounded by 108th Avenue Northeast, 104th Avenue Northeast and Northeast 24th Street, other than provided on the recorded plat of the Diamond "S" Ranch.

SECTION XIV. No machinery, appliance, or structure, or unsightly material may be placed upon, stored, used, or maintained thereon, nor shall any excavation for stone, sand, or gravel, or earth be made on said premises unless such excavation is necessary in connection with the erection of an approved structure thereon.

SECTION XV. The fifteen (15) foot or more easements around the perimeter of the property for the use of a bridal trail or track may not be obstructed or encroached upon in any manner. The use of the above-mentioned track or easement is given to the owner of any of the tracts of the above-mentioned plat, and no property owner may use the said easement in a manner that would constitute a nuisance or to the



hazard of the other property owners. Interpretation of such usage is in the jurisdiction of the Schafer Construction Company or the succeeding committee.

SECTION XVI. These restrictive covenants shall run with the land and shall be binding upon the Schafer Construction Company and all persons claiming under them until the first day of May 1969, at which time said covenants shall be automatically extended for a subsequent period of ten years unless the owners of said lots by majority vote agree to change said covenants in whole or in part.

SECTION XVII. No property in said addition shall at any time be sold, conveyed, rented or leased in whole or in part to any persons or person not of the white or caucasian race. No person other than one of the white or caucasian race shall be permitted to occupy any property in said addition or portion thereof except a domestic servant actually employed by a person of the white or caucasian race where there is an occupant of the property.

The Prudential Insurance Company of America joins in the execution of this instrument as it is the holder of a mortgage on a portion of the lands covered by the plat of the Diamond "S" Ranch, and it hereby approves the provisions hereinbefore set forth.

Dated this 13<sup>th</sup> day of May, 1949.

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

By

W. C. Cahagan  
Vice President

By

W. C. Coleman  
Assistant Secretary

SCHAFER CONSTRUCTION COMPANY

By

Wm. R. Schafer

By

Kingfisher E. Schorer

By

Clara C. Evans

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this 13th day of May, A.D. 1949, before me the undersigned, a notary public in fact and for the State of Washington, duly commissioned and sworn, personally appeared before me LOUIS R. SCHAFER AND WINIFRED E. SCHAFER, his wife, and CLARA C. EVANS, a widow, to me personally known to be the partners of the Schafer Construction Company, a Washington Co-Partnership, that executed the foregoing instrument to be their free and voluntary act and deed for the use and purposes therein mentioned and on oath stated that they are authorized to execute this said instrument.



my hand and official seal hereto affixed the day and year in which above is written.

*Winifred E. Schafer*

Notary Public in and for the  
State of Washington residing  
in Bellevue.

STATE OF CALIFORNIA, )  
COUNTY OF LOS ANGELES. ) ss.

On the 14th day of May, 1949, before me personally appeared W. J. Cohagan and C. C. Coleman to me known to be the Vice President and the Assistant Secretary, respectively, of The Prudential Insurance Company of America, 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 an oath stated that they were authorized to execute said instrument by the Board of Directors of said corporation, 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 the day and year first above written.

*Carl B. Herbert*

Notary Public in and for the County  
of Los Angeles, State of California  
residing at

My commission expires March 16, 1953

Filed for Record May 26, 1949 2:30 P.M.  
Request of *Louis R. Schafer*  
ROBERT A. MORRIS, County Auditor



APRIL 1949

SECTION 29, TWP. 25 N; R. 5 E; W.M.

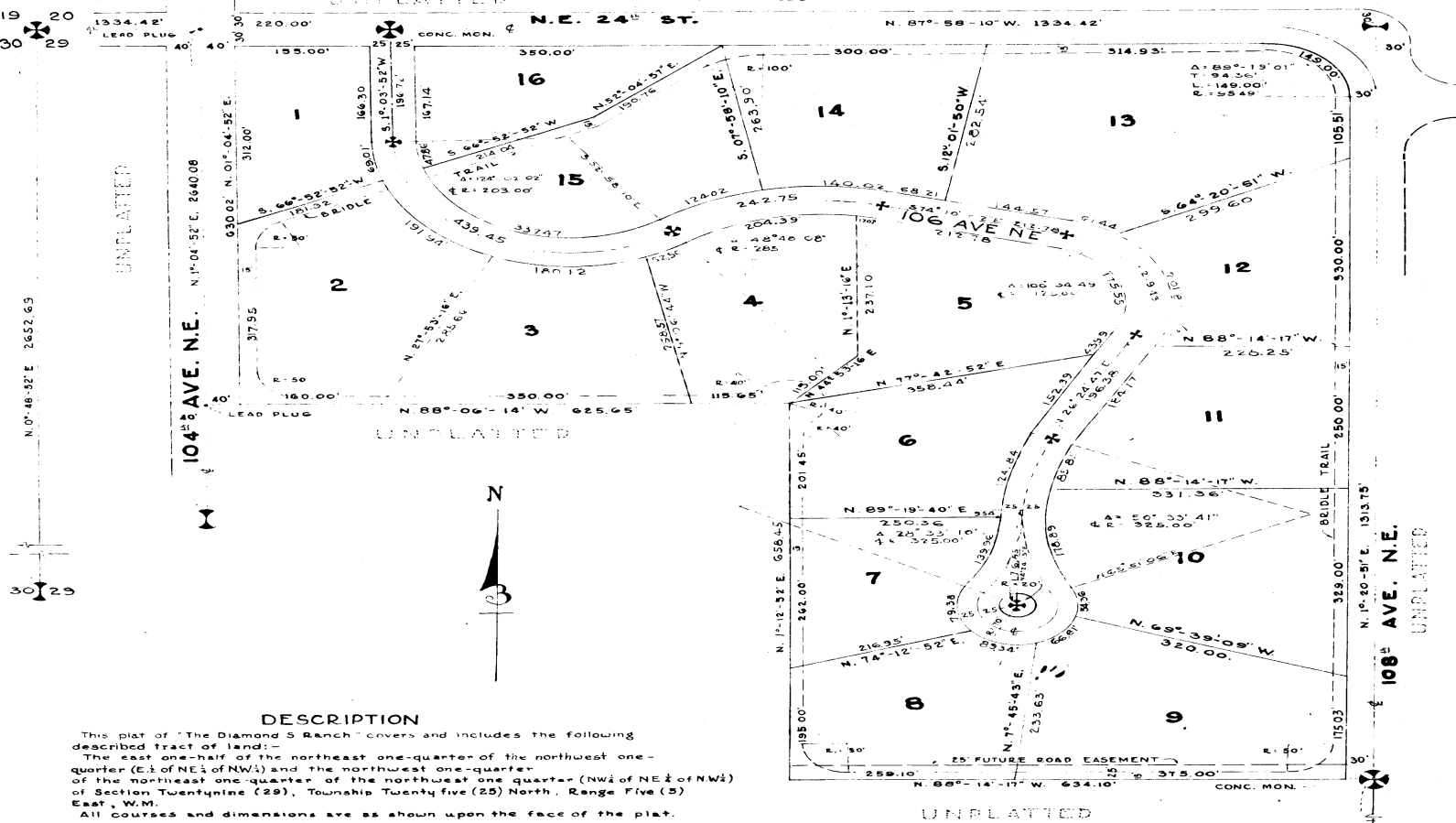
SHEET 2 OF 2 SHEETS

ENGINEER: PHIL S BESSOR.

SCALE: 1" = 100'

UNPI ATTED

UNPLATED



## DESCRIPTION

This plat of "The Diamond S Ranch" covers and includes the following described tract of land:-

The east one-half of the northeast one-quarter of the northwest one-quarter (E½ of NE¼ of NW¼) and the northwest one-quarter of the northeast one-quarter of the northwest one-quarter (NW¼ of NE¼ of NW¼) of Section Twentynine (29), Township Twenty five (25) North, Range Five (5) East, W.M.

All courses and dimensions are as shown upon the face of the plat.

UNPLATTED

29

S

# THE DIAMOND "S" RANCH

SECTION 29 TWP. 25 N. R. 5 E., W.M.

APRIL 1949

SHEET 1 OF 2 SHEETS

SCALE: 1"=100'

ENGINEER: PHIL S. BESSOR

2845 Deeds

394

## DEDICATION

I hereby certify that the within plat of "Diamond S Ranch" is duly approved by the King County Planning Commission this 24<sup>th</sup> day of May, A. D., 1949.

*John T. Morris*  
Chairman

*Janet P. Cantelitto*  
Secretary

*Edward R. Hartzog*  
Planning Officer

3905053

Filed for record at the request of the King County Planning Commission this 26<sup>th</sup> day of May, A. D., 1949, at 2<sup>nd</sup> P. M., and recorded in volume 46 of Plats, Pages 31-32 Records of King County, Wash.

*Robert A. Morris*  
King County Auditor

By *M. R. Williams*  
Deputy County Auditor

Examined and approved by me this 23<sup>rd</sup> day of May, A. D., 1949

*W. J. Evans*  
King County Road Engineer

Examined and approved this 23<sup>rd</sup> day of May, A. D., 1949

*L. Taylor M. Green*  
Chairman, Board of King County Commissioners.

Attest *Roger E. Stender*  
Clerk, Board of King County Commissioners

## ACKNOWLEDGMENT

State of California  
County of Los Angeles, ) S.S.

This is to certify that on this 18<sup>th</sup> day of May, A. D., 1949, before me, a notary public in and for the State of California, duly appeared W. J. Cohagen and C. C. Coleman, Vice President and Assistant Secretary, respectively, and each acknowledged the within instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and the seal affixed 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 mentioned.

*Paul H. Herberich*  
Notary Public in and for the State of California,  
residing at Los Angeles, California.

KNOW ALL MEN BY THESE PRESENTS: that we Louis R. Schafer and Winifred E. Schafer, his wife, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever the streets shown hereon and the use thereof for any and all public 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 shown hereon in the original reasonable grading of the streets and avenues shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18<sup>th</sup> day of April, A. D., 1949.

The Prudential Insurance Co. of America.

By: *W. J. Cohagen*  
Vice President,  
By: *C. C. Coleman*  
Assistant Secretary

## ACKNOWLEDGMENT

State of Washington)  
County of King ) S.S.

This is to certify that on this 27<sup>th</sup> day of April, A. D., 1949, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Louis R. Schafer and Winifred E. Schafer, his wife, and Clara C. Evans, widow, to me known to be the individuals described in and who executed the within and foregoing dedication, and each 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.

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

*Winfred E. Schafer*  
Notary Public in and for the State of  
Washington residing at Bellevue, Washington.

## RESTRICTIONS

No lot or a portion of a lot of 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 one acre for residence S-1 use.

All lots in this plat are restricted to residence S-1 use, with a minimum width of one hundred (100) feet, governed by restrictions, rules and regulations of county Resolution No. 6494 and any subsequent changes made therein by official county resolution.

Also a twenty-foot easement over the south twenty five feet of lots 8 and 9 to allow for one-half (1/2) of future 50' right-of-way to be given to county is and when the county establishes a road thru on said property connecting 104<sup>th</sup> Ave. NE with 108<sup>th</sup> Ave. NE and the deeds of said lots (8 & 9) will provide for this contingency. For further restrictions see Volume 2845 of Deeds page 394.

## CERTIFICATE

I hereby certify that the plat of "Diamond S Ranch" is based upon an actual survey and subdivision of Section Twenty-nine, Township Twenty-five North, Range Five East, W.M., that the distances and courses are shown correctly, that the monuments have been set and lot and block corners are staked correctly on the ground, that I have fully complied with the provisions of the statutes and of the regulations governing platting.

Certificate No. 2489 Renewal No. E 141-1949  
Date APRIL 20, 1949

