3331176

PROTECTIVE COVENANTS

NELSON and ZELLE L. NELSON, his wife, being the owners of the following described property located in King County, Washington, to-wit:

Section 18-23-5, as recorded in King County, Washington, Vol. 39, Page 21,

do hereby declare the following restrictive covenants and conditions for the use and benefit of all of said property and of each and every purchaser of any of the above described property:

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 macovenants in whole or in part.

If the undersigned, or either 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 cute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either or other dues for such violation.

or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All lots in the tract shall be known and described as

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 one out-building of like construction.

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

7-21-57 STATE OF WASHINGTON (CORPORATE ACKNOWLEDGMENT) County of ____King On this______ 21st______ day of_____ August______ 19.43____ to me known to be the_______Vice President and Assistant Secretary_____ of the corporation that executed the within and foregoing instrument, and acknowledged 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 he was authorized to execute said instrument 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 Notary Public in and for the State of Washington, Residing at _____ Seattle______ fin said County. TVM LEEC & EEVILORS III E INSUEVINGE PAGE REQUEST OF 1943 AUG 24 PM 2 33

EBIMA

subdivision, and as to location of the building with respect to topograph and finished ground elevation, by a committee composed of E. A. Nelson and Walter Mix, 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, 1945. 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.

- No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
- 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 setback line, except that a residence may be constructed on Lots 4, 5, 7, 8, 9, and 10, Block 1 and Lots 2, 3, 4, Block 2.
 - 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.
 - No trailer, basement, tent, 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.
 - No dwelling costing less than \$2,500.00 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 650 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-2 An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- learn 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 septic tank or public sewer.
- No persons or 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.
- No building nor any portion of any building, nor any driveway nor any other structure shall be placed or maintained between the easterly boundary of State Highway and a line running parallel thereto and a distance of 10 feet easterly therefrom and rear 5 feet of Lots 1 to 12, Block 1 and South end of Lots 1 to 7, Block 2. Said 5 foot strip of ground running parallel to said street shall be used for the planting of trees and shrubs. Ingress and egress over said 5 foot atrip of ground is prohibited except for the purposes of installation and maintenance of plat material.

Elle f. Melson.

-5-

-)-

- 3RD AVE

WEFANCS

PULL

ADD'N

2311

94417

2317

Deeds

IN S.E. I/4 SEC. 18-23-5
GARDNER, GARDNER & HITCHINGS.

ROAD

C \ Z

BON: CL. 37

SCALE |" = 100"

DESCRIPTION

THIS PLAT OF WEFANCS ADD'N EMBRACES AND INCLUDES ALL THAT PORTION OF SELVA OF SEC. 18 TWP. 23 R 5 E.W. M. DESCRIBED AS FOLLOWS:

SE LIA OF SEC. 18 TWP, 23 R 5 E.W. M. DESCRIBED AS FOLLOWS:

***BEGINNING AT A POINT WHICH IS THE INTERSECTION OF THE CENTER LINES OF THIRD AVENUE AND SHATTLUCK STREET IN THE CLITY OF RENTON; RUNNING S 12/9/10 W 100 FEET; THENCE NO 89.40 SO W. 30 FEET TO THE WEST HARRIN OF SHATTLUCK STREET AND THE TRUE PLACE OF BEGINNING, THENCE NO 89.40 SO W. AND PARALLEL TO THE EAST HARRING AND THE TRUE PLACE OF BEGINNING, THENCE NO 89.40 SO W. AND PARALLEL TO THE EAST HARRING WIS STATE OF THE WAS AND THE THE WAS

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.

THIS IS TO CERTIFY THAT ON THIS 2D OW OF DECEMBER 1.0 1042 SEFORE ME THE UNSIGNED. A NOTARY PUBLIC OUTLY COMMAND ONCE AND SHORN, PERSONALLY APPEARED
E.A. NELSON AND ZELLA L. NELSON HIS WIFE. TOME KNOWN TO BE THE INDIVIDUALS
DESCRIBED IN. AND WIFE XECUTED THE PORECOINC INSTRUMENT, AND ACKNOWLEDGE DO
METHAT THEY SIGNED AND SEALED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY
AT AND DEED TON THE USES AND PURPOSES THEREIN IMPATTIONED.

WITNESS MY HAND AND OFFICIAL SEALTHE DAY AND YEAR IN THIS CERTIFICATE ABOVE MENTIONED.

E. F. CANADAY
NOTARY PUBLICIN AND FOR THE STATE OF
WASHINGTON RESIDING IN OLYMPIA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS. THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HERBEY PLATTED. HERBEY DECLARE THIS PLAT AND DEDICATE TO THE USE OF FOR ALL PUBLIC PROPOSES. THE PROPOSE OF THE

IN WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS. THI \underline{s} 23 DAY OF DECEMBER A.D. 1942

E. A. NELSON
ZELLE L. NELSON

SURVEYORS CERTIFICATE

WE HEREBY CERTIFY THAT THIS PLAT IS BASED UPON AN ACTUAL SURVEY AND SUBDIV-ION OF THE ABOVE DESCRIBED SEC. 18: THAT COURSES AND DISTANCES ARE CORRECT-LY SHOWN: THAT MONUMENTS ARE SET, AND THAT ALL LAWS AND REGULATIONS GOVERNING PLATTING HAVE BEEN MET ALL TO THE BEST OF OUR KNOWLEDGE AND ABILITY. BLOCK CORNERS AND LOTSTAKES ARE SHOW.

GARDNER, GARDNER AND HITCHINGS INC.

BY ALLEN HITCHINGS

STATE LICENSE Nº. 199

1943 REWEAL E165

EXAMINED AND APPROVED THIS LITTE DAY OF JULY A.D. 1943

J. R. HEATH

EXAMINED AND APPROVED THIS ISTH DAY OF JULY A. D. 1943

RUSSELL H. FLUENT

BY MINNIE E. SMITH ____

RESTRICTIONS

NO BUILDING SHALL BECONSTRUCTED NEARER TO THE EASTERLY MARGIN OF STATE ROAD #5 THAN 20 FT. NO PRIVATE DRIVE WAYS SHALL OPEN DIRECTLY ONTO STATE ROAD No.5.

ROAD BY THAN OUT IT TO PRIVATE BRITTAND THE RESTRICTED TO RESIDENCE USE AS DEFINED

ALL LOTS OR PARCES THEREOF ARE RESTRICTED TO RESIDENCE USE AS DEFINED

Y KING COUNTY PLANNING COMMISSION. NO LOT SHALLBE DIVIDED OR OWNERSHIP TRANSFERRED IN ANY MANNER IN WHICH ANY SINGLE OWNERSHIP SHALL

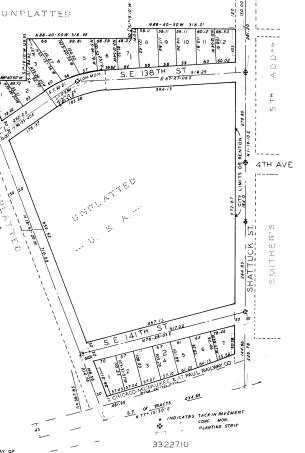
BECOME LESS THAN 6000 SQ. FT.



EXAMINED AND APPROVED THIS 12 DAY OF JULY A.D. 1943 BY KING COUNTY PLANNING COMMISSION.

CLAY ALLEN OTWAY PARDEE

VICE-CHAIRMAN SON
PLANWING ENG'R.



FILED FOR RECORD AT THE REQUEST OF KING COUNTY PLANNING COMMISSION THIS 16 DAY OF JULY A.D. 1943 AT.05 MINUTES PAST 2 A.M. AND RECORDED IN VOL. 29 PAGE 2 RECORDS OF KING COUNTY WASHINGTON.

ROBERT A MORRIS

BY____OEPUTY AUDITOR ---