

3257942

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, JACK K. SPILLANE and DOROTHY SPILLANE, husband and wife, hereinafter called "The Owners" are the owners of the following described land:

Lots 1 to 10 inclusive in Block 1, and Lots 1 to 10 inclusive in Block 2, Witts Second Addition to King County, Washington.

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS the undersigned are "The Owners" of the real estate situated in King County, Washinton, known as Witt's Second Addition and are desirous that all sales of property in said tract be made subject to certain reservations and covenants, the purpose of which is to insure the desirability of the property for residential purposes,

NOW, THEREFORE, in consideration of the premises, the undersigned hereby certify and declare that the protective restrictions and reservations hereinafter set forth shall inure to the benefit of and be binding upon each and every lot in said tract, and shall apply to and be binding upon the respective owners of such lots and upon their successors in interest, such reservations and restrictions being as follows:

(1) 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 ten (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.

(2) 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 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.

(3) Invalidiation 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.

(4) 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 two (2) cars, and other out buildings incidental to residential use of the plot.

(5) 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 the developer Jack K. Spillane or by a representative designated by him. In the event of his death, or in the event that his whereabouts are unknown, or should he be adjudged incompetent, a committee of five (5) members shall be appointed by sixty-five (65) per cent of the record owners of the property herein above described. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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, 1947. 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.

(6) No building shall be located on any residential building plot nearer than 30 feet to front lot line nor nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 85 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

(7) No residential structure shall be erected or placed on any building plot which plot has an area of not less than 6600 square feet or a width of less than 55 feet at the front building setback line.

(8) 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.

(9) 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.

(10) No dwelling costing less than \$2800 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 700 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.

(11) Any dwelling or structure erected or placed on any lot in this tract 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.

(12) No person 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.

(13) No signs of any kind or for any use, except public notices erected by a political subdivision of the State, or as required by law, shall be erected, pasted, painted or displayed upon or about the property in said plat without the written approval of Jack K. Spillane or his designated representative. He reserves the specific right to withhold such approval without giving any specific reason therefore. He shall have the right to enter upon any property in said plat and remove therefrom any sign located or placed thereon in violation of the provisions of this section, and said corporation shall not be liable for any damage sustained by any party as a result of any such removal.

(14) Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State of Washington Department of Health and the local Authority shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Health Authority.

(15) No fowl or animals other than song birds, dogs, or cats, as household pets, shall at any time be kept on land embraced in this tract.

(16) Nothing contained in this agreement shall prohibit "The Owners" from effecting any further restrictive covenants with respect to said described property, or any part thereof, provided that said further restrictive covenants shall not conflict with or impair the force of the restrictive covenants set forth in this agreement.

IN WITNESS WHEREOF "The Owners" of said property have executed this instrument this 6th day of August, 1942.

Jack K. Spillane
Jack K. Spillane

Dorothy Spillane
Dorothy Spillane

STATE OF WASHINGTON)

COUNTY OF KING

On this 6th day of August, A.D. 1942, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JACK K. SPILLANE and DOROTHY SPILLANE, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



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

-3-

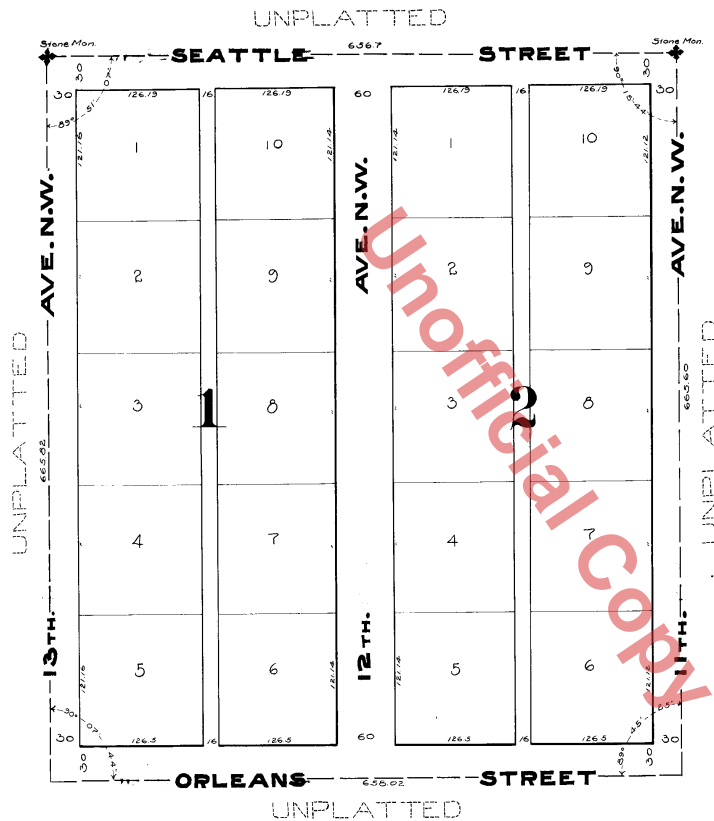
Filed for Record Aug. 13, 1942. 10 52 AM
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

Witt's 2nd. Addition

TO THE CITY OF SEATTLE.

SCALE 1 IN = 80 FT.

APRIL 1907

GARDNER & GARDNER
ENGINEERS

490901

Filed for record at the request of
J.C. Witt June 3rd. A.D. 1907 at 4.2
minutes past 3 PM and recorded in
volume 15 of plats, page 68 Records
of King County.

By *J.P. Agnew* County Auditor
Deputy

DESCRIPTION

This plat embraces all of the N.E. 1/4 of the N.W. 1/4 of the N.W. 1/4 of Sec. 36, T₂₆N, R₃E, W. M.

All distances are as shown on this plat in feet.

CERTIFICATE

State of Iowa } ss.
County of Scott }

I, H.J. McFarland, Clerk of the District Court (a court of record), in and for said County, hereby certify that William O. Schmidt whose name appears to the instrument of writing to which this is annexed, dated the 9th day of May A.D. 1907, was at the date thereof an acting Notary Public, in and for said County, duly commissioned, appointed and qualified and authorized by the Laws of this State to administer oaths and take acknowledgments; that I am acquainted with his hand writing and believe his signature thereto appended to be genuine, and that the annexed instrument is executed and acknowledged according to the laws of this State.

Witness my hand officially and the seal of the said Court hereunto affixed at my office, in the City of Davenport this 10th day of May A.D. 1907.



H.J. McFarland
Clerk of the District Court for
Scott County, State of Iowa.
By O.H. Schrum
Deputy

DEDICATION

Know all men by these presents that we, Henning J. Witt and Emma D. Witt husband and wife, owners 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 avenues and alley shown thereon.

In witness whereof we have hereunto set our hands and seals this 9th day of May A.D. 1907.

Signed and sealed
in the presence of
Henry Vollmer
Henry Matthey

Henning J. Witt
Emma D. Witt.

Approved by the City Engineer of the City of Seattle this 22d day of May A.D. 1907

R.H. Thomson
City Engineer.

Examined and approved this 23th day of May A.D. 1907.



Dan R. Abraham
Chairman of the Board of
County Commissioners.
Attest of J.P. Agnew
By R.C. Husing Clerk of Board
Deputy.

ACKNOWLEDGMENT

State of Iowa } ss.
County of Scott }

This is to certify that on this 9th day of May A.D. 1907 before me the undersigned a Notary Public in and for the State of Iowa duly commissioned and sworn, personally appeared Henning J. Witt and Emma D. Witt his wife, to me known to be the individuals who executed the foregoing 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.

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



William O. Schmidt

Notary Public in and for the
State of Iowa residing at Davenport.

Examined and approved this 23th day of May A.D. 1907.

A.L. Valentine
County Surveyor
By J.R. Morrison
Deputy.