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Everett Improvement Company

to
The Public

RESTRICTIONS RELATING TO USE OF LAND HEREINAFTER DESCRIBED

The Everett Improvement Company, a Washington corporation, the owner of all the real estate hereinafter described, for the consideration of the benefits it expects to derive, hereby imposes upon and against the said real estate the following restrictions which will run with the land. Any use which the said Everett Improvement Company itself may make of any of said real estate shall be in conformity with these restrictions and all sales of any portion or portions or all of said real estate during the life of these restrictions shall be made subject to such restrictions. The real estate referred to above is described as follows:

Lots 1 to 45 inclusive of the Plat of Fairview Heights, Division No. 2; Lots 5, 9, 10, 11, 13, 14 and 17 in Block 3 of the Plat of Beverly Hills, Division No. 4; Lots 13, 14, 15, 16, 18, 19, 20, 21 and 22 in Block 10 of the Plat of Beverly Hills, Division No. 4, all of which real estate is situated in the County of Snohomish, State of Washington, and all of which plats are filed for record in the office of the County Auditor of said county and state.

RESTRICTIONS

a. All the lots described above shall be known as residential lots and no structure shall be erected or placed on any lot, excepting one single detached private residence costing not less than Eighteen hundred dollars (\$1800.00) and private garages and other small outbuildings appurtenant to said residence. The ground floor area of the main structure of such residence shall be not less than 500 square feet, exclusive of open porches and garages. Each residence shall rest on a continuous concrete, stone or brick foundation and no wall of any residence or of any other building shall be closer than twenty-five (25) feet to the front line of the lot, excepting as to Lots 14 to 24 inclusive, of the plat of Fairview Heights, Division No. 2 where no wall of any residence or of any other building shall be closer than twenty (20) feet to the front lot line. Also no wall of any residence shall be closer than five (5) feet to any side lot line of any lot nor shall the front wall of any residence be further from the front lot line of any lot than fifty (50) feet. No wall of any building shall be located closer than ten (10) feet to any side street line. The front lot lines of Lots 1, 13, 38 and 42 of the Plat of Fairview Heights, Division No. 2 shall be construed to mean the lot lines facing on Crown Avenue; the front lot line of Lot 29 of the Plat of Fairview Heights, Division No. 2 shall be construed to mean the lot line facing on Fifty-third Street, and the front lot line of Lot 30 of Fairview Heights, Division No. 2 shall be construed to mean the lot line fronting on Fifty-second Street. The front lot line of Lot 17 in Block 3 of Beverly Hills, Division No. 4 shall be construed to mean the lot line facing on Fleming Street. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5000) square feet nor a width of less than fifty (50) feet at the front building set back line, except that a residence may be erected or placed on each of lots numbered 1, 13, 15, 16, 21, 27, 29, 30 and 35, as shown on the recorded plat of Fairview Heights, Division No. 2.

b. No noxious or offensive trade or occupation shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

c. No lot shall be sold, conveyed, rented nor leased in whole or in part to any person not of the white race; nor shall any person not of the white race be permitted to occupy any portion of any lot, or any building thereon, excepting as a non-paying guest of or as a domestic servant actually employed by a white occupant or owner of the lot or dwelling.

d. No trailer, basement, garage or other outbuilding erected or placed on any lot shall at any time be used as a temporary residence; nor shall any temporary structure of any character be erected or placed on any lot for use as a residence.

e. From the time that the construction of any dwelling is commenced, the exterior finish and appearance of same must be completed within a period of nine months.

f. Any residence hereafter placed or erected on any lot shall be connected to a steel or concrete septic tank (or to some other equal or superior device for taking care of the sewage from said residence meeting the specifications and approval of the State Department of Health of the State of Washington), and the same shall be maintained in good working order so long as said residence is used as a dwelling.

g. The above covenants are to run with the land and shall be binding upon all parties and persons owning, leasing or using said lots until January 1, 1965, at which time said

covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the majority of the then owners of the lots it is agreed to change or cancel said covenants in whole or in part.

h. If any owner of any lot or any other person shall violate or attempt to violate any of the covenants above mentioned, it shall be lawful for any other person or persons owning any lot described to prosecute any proceeding or 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 doing so or to recover damages or other dues for such violation.

i. A perpetual easement is reserved over the rear five (5) feet of each lot, exclusive of Lots 14 to 23, inclusive, of the Plat of Fairview Heights, Division No. 2 for public utility installation and maintenance. This easement shall run with the land.

j. Invalidation of any of the above restrictions or covenants (by judgment or court order shall in no wise affect any of the other restrictions or covenants, but they shall remain in full force and effect.

Dated at Everett, Washington this 22nd day of May, 1940.

(Everett Improvement Co.)
(Everett, Wash.)
(Incorporated 1900 SEAL)

EVERETT IMPROVEMENT COMPANY.
By D. A. Duryee Vice Pres.
And Lewis King Secretary

STATE OF WASHINGTON,)
County of Snohomish.)ss

On this 22nd day of May, 1940, before me personally appeared D. A. Duryee to me known to be the Vice President, and Lewis King to me known to be the Secretary of the EVERETT IMPROVEMENT COMPANY, 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 on oath stated that they were 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 in this certificate first above written.

(D. Middeke)
(N.P. Seal Com. Exp.)
(Feb. 2, 1941)

D. Middeke
Notary Public in and for the State
of Washington, residing at Everett.

Filed for record at request of Everett Abstract & Title Co. on May 23 1940 at 3:23P.M.

Verne Lewis

County Auditor By

R. J. Evans

Deputy Auditor.

Howard F. Sievers
PROFESSIONAL ENGINEER

