

Filed for record at request of Snohomish County Abstract Company on Feb 8 1941 at 9:06 A.M.

Verne Severs

County Auditor

By

H. J. Friars

Deputy Auditor

692821

Engward H. Hagen et ux
to

DECLARATION OF RESERVATIONS AND PROTECTIVE RESTRICTIONS

The Public

WHEREAS, ENGBARD H. HAGEN and JEANETT B. HAGEN, his wife, (hereinafter called the "OWNER") are the owners of certain lands in Section 33, Township 29 North Range 4, E.W.M., including the shorelands in front of said property, all in Snohomish County, State of Washington; and

WHEREAS, the said OWNER is about to file for record in the office of the Auditor of Snohomish County, Washington, a plat of a portion of said lands, which plat will be designated and known as the plat of "HAGEN WATERFRONT TRACTS", on which plat will be set forth a particular description of so much of the lands and shorelands (which are lots one to twenty-nine inclusive) above mentioned as are covered by and included in said plat; and

WHEREAS, following the filing of said plat the said OWNER will make sales of the real property embraced in said plat, and said OWNER desires that all sales of such real property shall be made subject to certain basic protective restrictions, conditions, covenants, charges and reservations as herein set forth to the end that harmonious and attractive development of the property may be accomplished, that all buildings constructed thereon shall be desirable and attractive in location and design, and that the health, comfort, safety, convenience and general welfare of all persons who may hereafter become the owners and occupants of the real property embraced in said plat may be promoted and safeguarded;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said OWNER hereby certifies and declares that the OWNER has established and hereby does establish a general plan for the development, improvement, maintenance and protection of the real property embraced in said plat and has established and does hereby establish the protective restrictions, conditions, covenants, charges and reservations hereinafter called "restrictions and reservations" upon and subject to which all lots, tracts and parcels of land in said plat shall be held and/or sold by such OWNER, and each of which is and all of which are for the benefit of the real property embraced in said plat and all persons who may become the owners of lots, tracts and parcels of land in said plat, and each and all of which shall inure to and pass with each and every lots, tract and parcel of land in said plat and shall apply to and bind the respective successors in interest of every owner of land in said plat, and which restrictions are and each thereof is imposed upon the real property embraced in said plat as a servitude in favor of the real property embraced in said plat and each and every lot, tract and parcel of land in said plat as the dominant tenement or tenements as follows, to wit:

Section 1. The cost or value of any dwelling constructed or maintained on any tract in said plat shall not be less than the sum of one thousand five hundred dollars (\$1500.00).

Section 2. No building shall be constructed on any tract except a dwelling for one family alone and which shall be occupied only by members of that family or persons who are employed by or are guests of the family.

Section 3. No more than one single family dwelling shall be constructed on any tract.

Section 4. Each dwelling constructed shall be painted with at least two coats of paint.

Section 5. No dwelling or any part thereof shall be outside of the building lines established on said plat nor within 2½ feet of each side line of any tract, or additional part of adjoining tract purchased.

Section 6. There shall never at any time be erected, permitted, maintained or carried on upon said property or any part thereof, any commercial enterprise of any kind, nor shall any tract or any part thereof be used for any purpose except as a dwelling place for a single family.

Section 7. No property in said plat shall be used or occupied in whole or in part by any persons other than the White or Caucasian race.

Section 8. The owner of any tract may erect and maintain on the shorelands in front of his said tract a wharf or dock for his sole and exclusive use which shall not exceed fifty feet in length but the plans for any such structure must be approved by the OWNER in writing before the construction thereof begins.

Section 9. No building shall ever be moved onto any land embraced in said plat from any land outside of said plat.

Section 10. 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 the OWNER. Said OWNER reserves the specific right to withhold such approval without giving any specific reason there-
2. fore. Said OWNER 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 OWNER shall not be liable for any damage sustained by any party as a result of any such removal.

Section 11. No rabbits, pigeons, chicken or other poultry or live-stock or cattle shall be kept by anyone residing on property in said plat.

Section 12. No temporary building, tent, or camp of any description shall be allowed on any land in said plat.

Section 13. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the same is fully completed.

Section 14. Every dwelling must have a toilet, lavatory or water closet properly installed and connected with an underground septic tank. All such septic tanks must be constructed and installed in accordance with standard plans and specifications approved by the OWNER. The construction and installation of any such underground septic tanks must be completed before the dwelling which it serves is occupied.

Section 15. Any bulk-head erected by the owner of any tract shall be constructed on the bulk-head line established in said plat and shall be of a uniform height established by the OWNER but the plans for any such bulk-head must be approved by the OWNER in writing before the construction thereof begins.

Section 16. No fences shall be constructed from the bulk-head line toward the water.

Section 17. Each tract owner, members of his family and guests shall have the right of ingress and egress and right of way across all of the tidelands in said plat which lie in front of the bulk-head line as established in said plat.

Section 18. All the provisions in this instrument contained shall be construed together; but, if it shall at any time be adjudged that any provision or part thereof is invalid or if for any reason any such provision or part thereof becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

Section 19. Each, and every and all of the restrictions of this instrument shall continue and remain in full force and effect until January 1st, 1960 and shall be continued automatically and without further notice to or consent of the owner of property in said plat from January 1, 1960, for an additional period of ten years and thereafter for successive periods of ten years
3. each;

PROVIDED, HOWEVER, that at any time within six months prior to January 1, 1960, or within six months prior to any successive period thereafter, the then record owners of not less than one-half in area of all lands in said plat shall have the right by instrument in writing duly signed and acknowledged by them and filed and recorded in the office of the Auditor of Snohomish County, Washington, to terminate this instrument and/or to modify or amend or extinguish any of the restrictive provisions herein contained as to all or any of the property in said plat subject thereto.

Section 20. As to the owner or purchaser of each and every lot, tract or parcel of land in said plat, the restrictions herein contained and the provisions of this instrument shall constitute and be a covenant running with the land, and the breach of any thereof or the threatened breach of any thereof or the continued breach of any thereof may be enjoined, abated or remedied

by appropriate proceedings instituted by the OWNER as plaintiff, in the Superior Court of the State of Washington, for Snohomish County, Washington.

Section 21. As to the owner or purchaser of each and every lot, tract or parcel of land in said plat, the restrictions herein contained and the provisions of this instrument shall constitute and be covenants running with the land, and the breach of any thereof or the continued breach of any thereof may be enjoined, abated or remedied by appropriate proceedings instituted by any owner or purchaser of lands in said plat aggrieved, injured or damaged thereby, in the Superior Court of the State of Washington for Snohomish County, Washington.

Section 22. Sections 8, 10, 14 and 15 hereof provide for the approval by the OWNER of structures, signs, septic tanks, bulk-heads, etc., to be erected upon said tract. Whenever the fee title to 14 lots, tracts or parcels of land in said plat have been conveyed by the OWNER to purchasers, in the absence or incapacity of the OWNER a majority of all purchasers of lots, tracts or parcels in said plat may approve in writing plans for such structures, signs, septic tanks, bulk-heads, etc., and such approval shall have the same force and effect as if by OWNER.

Section 23. In the absence of fraud or arbitrary action on the part of the OWNER, their interpretation and decision as to the meaning of any of the restrictions herein contained and any other provision of this instrument shall be final and conclusive and binding upon all interested parties.

Section 24. Every person, who by deed becomes grantee of any lot, tract or parcel of land in said plat, will be deemed to have accepted such deed, and title to the lands therein described, subject to all of the restrictions and conditions herein contained.

Section 25. Every person, who by written contract agrees to purchase any lot, tract or parcel of land in said plat, will be deemed to have made and accepted such contract and agreed to purchase the lands therein described, subject to all of the restrictions and conditions herein contained.

Section 26. The heirs, executors, administrators, representatives successors, grantees and assigns of every person who shall accept such a deed and/or contract, as herein provided, shall be bound by all the provisions of this instrument to the full and same extent as the original grantee and/or purchaser is bound.

Section 27. Every person, who by inheritance, devise or bequest and/or by or through foreclosure of any lien, charge or encumbrance and/or as the result of any litigation, acquires any interest in any lot, tract or parcel of land in said plat, shall be bound by all the provisions of this instrument.

Section 28. This instrument and each and all of the provisions thereof shall not be or become effective unless and until the said plat is filed for record in the office of Auditor of Snohomish County, Washington.

IN WITNESS WHEREOF, ENGWARD H. HAGEN and JEANETT B. HAGEN, his wife have hereunto set their hands this 6 day of Jan. 1941.

Engward H. Hagen
Jeanett B. Hagen

STATE OF WASHINGTON) ss:
COUNTY OF -

On this day personally appeared before me ENGWARD H. HAGEN and JEANETT B. HAGEN, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of Jan., 1941.

(H. O. Evanson)
(N.P. Seal Com. Exp.)
(May 6, 1941)

H. O. Evanson
Notary Public in and for the State of
Washington, residing at Seattle, Wash.

Filed for record at request of Snohomish County Abstract Company on Feb 8 1941 at 9:06 A.M.

Verne Levers

County Auditor

By

H. J. Evanson

Deputy Auditor

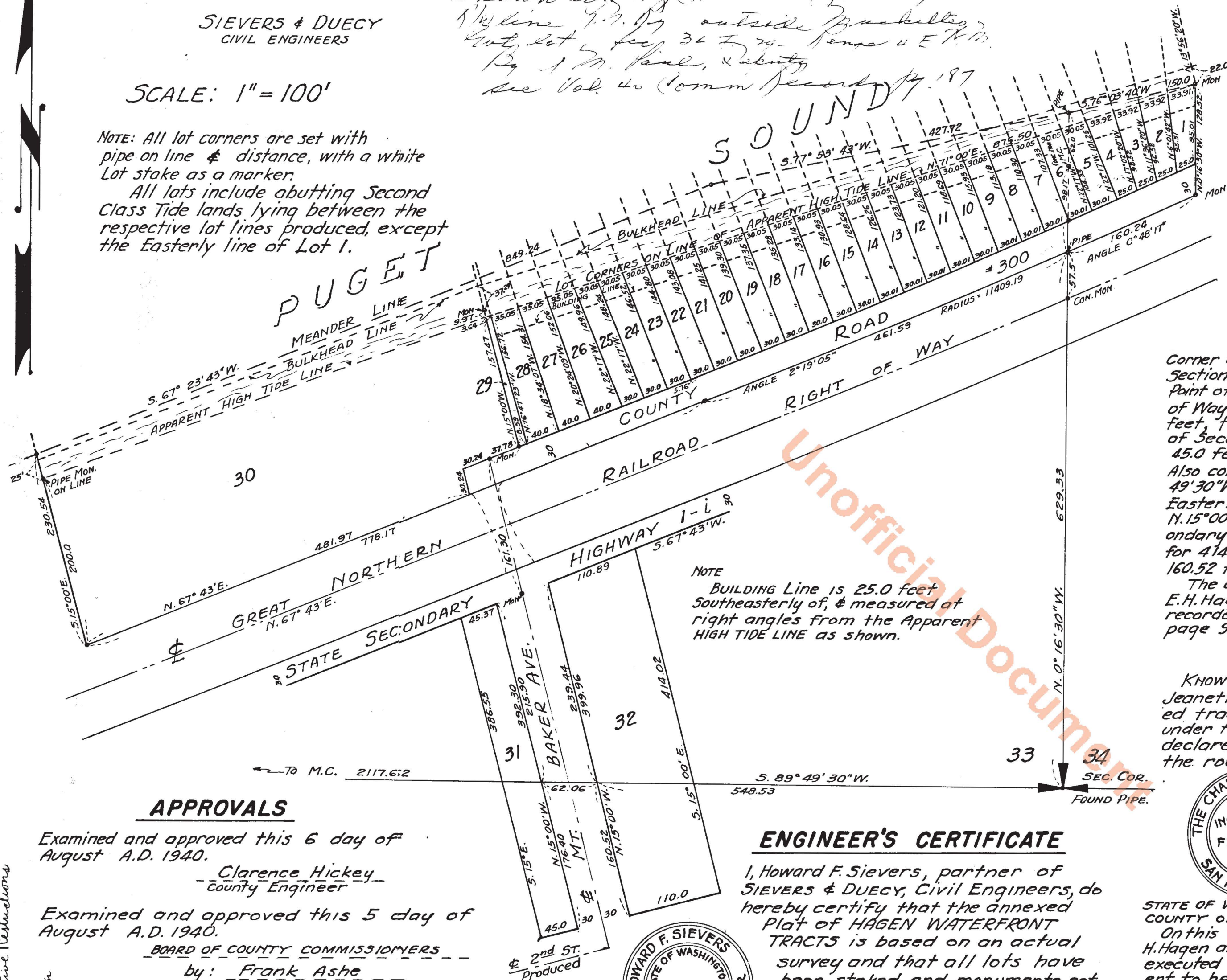
HAGEN WATERFRONT TRACTS

SIEVERS & DUECY
CIVIL ENGINEERS

SCALE: 1" = 100'

NOTE: All lot corners are set with pipe on line & distance, with a white lot stake as a marker.
All lots include abutting Second Class Tide lands lying between the respective lot lines produced, except the Easterly line of Lot 1.

Partial
Tory Vacations County Pl. & W.
known as Co. Pl. # 300 Pl. to Hwy
1/2 line 1/2 of outside of Mukilteo
Cut lot 1, fee 34 to 29. Hence 4 E.T.M.
By J.M. Paul, Deputy
See Vol. 40 (Comm. Records) 7.187



DESCRIPTION

HAGEN WATERFRONT TRACTS embraces the following property: Commencing at the Southeast corner of Section 33 T.29 N. R.4 E.W.M.; thence N.0°16'30"W. along the East line of said Section 33 for 629.33 feet to the Northerly line of the Right of Way of the Great Northern Railway Co., the True Point of Beginning; Thence Northeasterly along the arc of a curve to the left having a radius of 11,409.19 feet for 160.24 feet and consuming an angle of 0°48'17"; thence N.0°16'30"W. for 128.52 feet, thence following the meander line S.76°03'40"W. for 150.0 feet, thence S.77°53'43"W. for 427.72 feet, thence S.67°23'43"W. for 849.24 feet, thence S.15°00'E. for 230.54 feet, to the Northerly Right of Way of the Great Northern Railway Co.; thence following said Northerly Right of Way line, N.67°43'E. for 778.17 feet, thence along the arc of a curve to the left having a radius of 11,409.19 feet and subtending an angle of 2°19'05" for 461.59 feet to the True Point of Beginning. Also all adjacent and abutting tide lands of the Second class lying between the Meander line and extreme low tide.

Also the following tracts of land; Commencing at the Southeast Corner of said Section 33, thence S.89°49'30"W. along the south line of said Section 33, for 610.59 feet, to the Westerly line of Mt. Baker Avenue, the True Point of Beginning, thence N.15°00'W. for 215.90 feet to the Southerly Right of Way line of State Secondary Highway 1-I; thence S.67°43'W. for 45.37 feet, thence S.15°00'E. for 386.55 feet to the Northerly Right of Way line of Second Street produced in the Town of Mukilteo; thence N.75°00'E. for 45.0 feet; thence N.15°00'W. for 176.40 feet to the True Point of Beginning. Also commencing at the Southeast corner of said Section 33, thence S.89°49'30"W. along the South line of said Section 33 for 548.53 feet, to the Easterly line of Mt. Baker Avenue, the True Point of Beginning, thence N.15°00'W. for 239.44 feet to the Southerly Right of Way line of State Secondary Highway 1-I; thence N.67°43'E. for 110.89 feet, thence S.15°00'E. for 414.02 feet, thence S.75°00'W. for 110.0 feet, thence N.15°00'W. for 160.52 feet to the True Point of Beginning.

The above description covers those certain tracts of land as deeded to E.H. Hagen in parcels 1, 2, 3, 4, 5 from The Charles Nelson Co. and recorded in Snohomish County Auditor's Office in Vol. 295, Deeds, page 9, Auditors File #675053.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Engward H. Hagen and Jeanett B. Hagen, his wife, owner in fee simple of the above described tract of land, and the Charles Nelson Co. a corporation organized under the laws of the State of California, Mortgagee, do hereby declare this Plat and dedicate to the use of the Public forever the road shown thereon.

THE CHARLES NELSON CO.
James Tyson Jr.
PRESIDENT
John Pettebone
SECRETARY

Engward H. Hagen
Jeanett B. Hagen

ACKNOWLEDGMENT

STATE OF WASHINGTON S.S.
COUNTY OF SNOHOMISH

On this 20th day of July A.D. 1940, personally appeared before me Engward H. Hagen and Jeanett B. Hagen, his wife, known to me to be the individuals that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes herein mentioned. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Arthur A. Anderson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT EVERETT.

STATE OF CALIFORNIA S.S.
COUNTY OF SAN FRANCISCO

On this 27th day of July A.D. 1940, personally appeared before me James Tyson Jr. and John Pettebone, to me known to be the President and Secretary respectively of the Charles Nelson Co. 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 first above written.

Emma L. Mac Hugh
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA
RESIDING AT SAN FRANCISCO.

APPROVALS

Examined and approved this 6 day of August A.D. 1940.

Clarence Hickey
County Engineer

Examined and approved this 5 day of August A.D. 1940.

BOARD OF COUNTY COMMISSIONERS
by: Frank Ashe
CHAIRMAN

TREASURER'S CERTIFICATE

I, Sylvester R. Stumfall, Treasurer of Snohomish County, Washington, do hereby certify that all taxes on the above described property have been fully paid up to and including the year 1941.

Sylvester R. Stumfall
TREASURER OF SNOHOMISH COUNTY

ENGINEER'S CERTIFICATE

I, Howard F. Sievers, partner of SIEVERS & DUECY, Civil Engineers, do hereby certify that the annexed Plat of HAGEN WATERFRONT TRACTS is based on an actual survey and that all lots have been staked and monuments set as shown.

Howard F. Sievers
PROFESSIONAL ENGINEER



RECORDING

689969
Filed for record at the request of Engward H. Hagen at 45 minutes past 2 o'clock P.M. on this 31st day of Dec. A.D. 1940 and recorded on page 76, Vol. 11, of Plats, Records of Snohomish County, Washington.

Verne Sievers
County Auditor
by Oscar N. Johnson
Deputy

For Declaration of Restrictions and protective Restrictions
See Vol. 297 Deeds 322.
Verne Sievers County Auditor
by E.H. Wagner Deputy