

DECLARATION OF PROTECTIVE RESTRICTIONS

934916

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KNOW ALL MEN BY THESE PRESENTS that Budget Homes, Inc. and West View Homes, Inc. and Carroll, Hillman and Hedlund, Inc. (mortgagee) do hereby declare the following protective restrictions as established pertaining to all of the property located in Snohomish County, Washington, described as follows:

Lots 1 to 30, inclusive, Block A;  
Lots 1 to 24, inclusive, Block B;  
Lots 1 to 22, inclusive, Block C;  
Lots 1 to 23, inclusive, Block D;  
Lots 1 to 27, inclusive, Block E;  
Lots 1 to 24, inclusive, Block F;  
Lots 1 to 21, inclusive, Block G;  
Lots 1 to 11, inclusive, Block H; and  
Lots 1 to 23, inclusive, Block I;  
Mount-Lake Terrace, according to plat thereof recorded in Volume 13 of Plats, Pages 3 and 4, records of said County.

1. All lots in the said tract shall be known and described as residential lots; EXCEPT Lots 1 to 12, inclusive, Block A, of said tract, which may be used for business and commercial purposes. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed one story in height and one private garage for not more than one car in architecture harmonious with dwelling.
2. Residential structures shall be used for residential purposes only.
3. No persons of any race other than the White or Caucasian Race shall use or occupy any building or any lot.
4. 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.
5. No trailer, basement, tent, shack, garage, barn or other out-building erected on a residential lot 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.

6. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within eight months from the date of commencement of construction and shall be connected to septic tanks or public sewer. Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health and local governmental authorities.

7. All residential lots shall be kept clear of growth that may be or might become objectionable to owners of other residential lots.

8. Owners or occupants of residential lots shall not allow the accumulation of rubbish or garbage upon their lot. Owners shall provide for the removal of garbage at least once each week.

9. No fence, wall, hedge or mass planting, except foundation planting, shall be permitted to extend nearer to any street than the line of the side of the house as extended to the lot line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall.

10. No live poultry or animals shall be permitted on said property other than song birds, dogs or cats as household pets.

11. No owner or occupant shall change or alter the flow of drainage waters as now established along the streets unless a drain pipe at least eight inches in diameter is installed in an adequate and workmanlike manner under any obstruction, sidewalk or driveway leading from the street to the residence.

These covenants are to run with the land and shall be binding on the undersigned corporations and all persons claiming under it until January 1st, 1965, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

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 residential lot or lots to prosecute any proceeding 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. The undersigned shall not be obligated to enforce any of the terms of this agreement, and all instruments of conveyance executed by the undersigned with respect to any residential lot shall be deemed subject to the covenants as herein set forth, and the undersigned shall not become or be liable for breach of said covenants by any other than itself.

Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made and accepted such deed, contract or lease, subject to all restrictions, conditions, covenants, and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors, and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee, purchaser or lessee.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned corporations have caused this instrument to be executed by their officers duly authorized on this 14th day of November, 1949.

BUDGET HOMES, INC.

By

Lawrence A. Hartshorn  
Vice President

By

Sam Hedlund  
Secretary

WEST VIEW HOMES, INC.

By

Albert E. Lewis  
Vice President

By

William A. Brannigan  
Secretary Treasurer

CARROLL, HILLMAN and HEDLUND, INC.

By

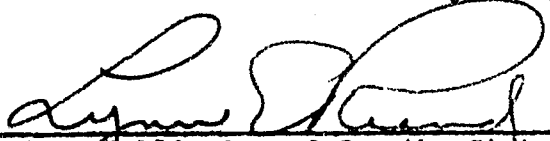
Harry William  
Vice President

By

V. E. Roberts  
Assistant Secretary

On this 14<sup>th</sup> day of November, 1949, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Clarence A. Hardesty and Don Hedlund to me known to be the Vice President and Secretary, respectively, of BUDGET HOMES, INC. the corporation that executed the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

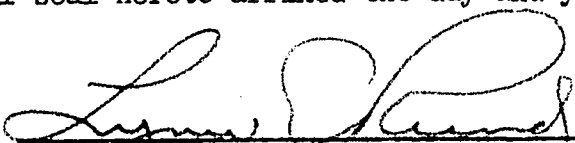
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

On this 14<sup>th</sup> day of November, 1949, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Albert L. LaPierre and William A. Branigin to me known to be the Vice President and Secretary Treasurer, respectively, of WEST VIEW HOMES, INC. the corporation that executed the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

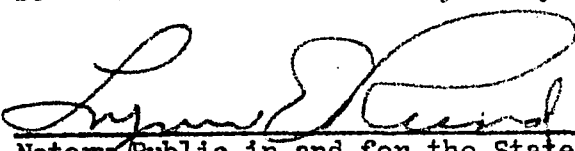
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

On this 14<sup>th</sup> day of November, 1949, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared C. Harry Williams and V. E. Roberts to me known to be the Vice President and Assistant Secretary, respectively, of CARROLL, HILLMAN and HEDLUND, INC. the corporation that executed the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

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

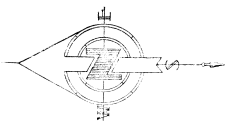
  
Notary Public in and for the State  
of Washington, residing at Seattle.

# PLAT OF **Mount-Lake Terrace**

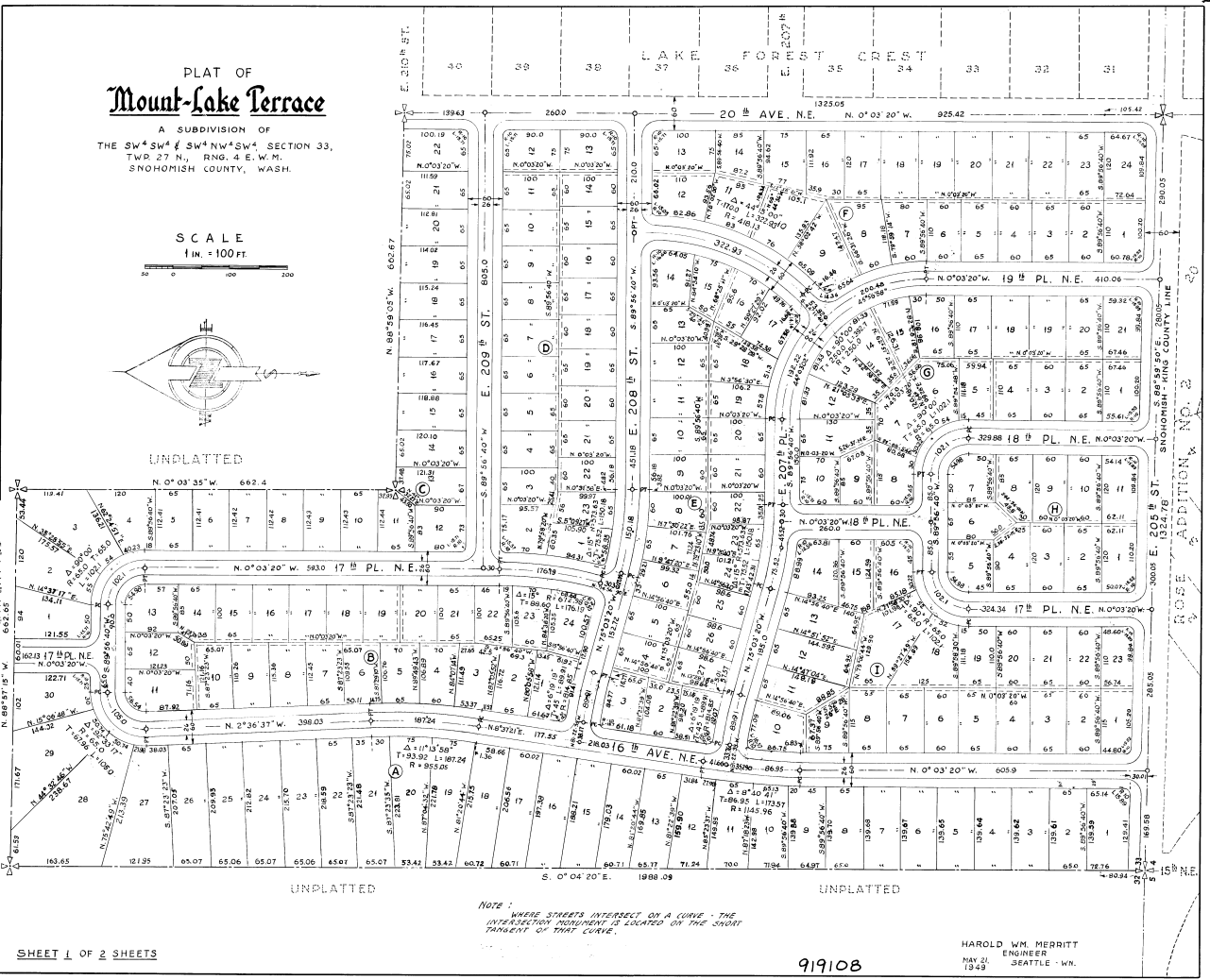
A SUBDIVISION OF  
THE SW<sup>4</sup>SW<sup>4</sup> & SW<sup>4</sup>NW<sup>4</sup> SECTION 33,  
TWP. 27 N., RNG. 4 E. W.M.  
SNOHOMISH COUNTY, WASH.

SCALE  
1 IN. = 100 FT.

0 100 200



UNPLATTED



UNPLATTED

UNPLATTED

NOTE: WHERE STREETS INTERSECT ON A CURVE - THE INTERSECTION POINT IS LOCATED ON THE SHORT TANGENT OF THAT CURVE.

# Mount-Lake Terrace

A SUBDIVISION OF

THE SW<sup>4</sup>SW<sup>4</sup> & SW<sup>4</sup>NW<sup>4</sup>SW<sup>4</sup> SECTION 33, TWP. 27 NORTH, RNG. 4 EAST W. M.  
SNOHOMISH COUNTY - WASHINGTONHAROLD Wm. MERRITT  
ENGINEER

## Description

THIS PLAT OF MOUNT-LAKE TERRACE IS A SUBDIVISION OF THE SOUTHWEST QUARTER (SW<sup>4</sup>) OF THE SOUTHWEST QUARTER (SW<sup>4</sup>) AND THE SOUTHWEST QUARTER (SW<sup>4</sup>) OF THE NORTHWEST QUARTER (NW<sup>4</sup>) OF THE SOUTHWEST QUARTER (SW<sup>4</sup>) OF SECTION THIRTY THREE (33), TOWNSHIP TWENTY SEVEN NORTH. (T.27N.), RANGE FOUR EAST OF WILLAMETTE MERIDIAN (R.4E.W.M.), SNOHOMISH COUNTY, WASHINGTON.

## Restrictions

ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO R-1 (RESIDENCE) USE AND NO LOT OR PORTION THEREOF SHALL BE SUBDIVIDED AND SOLD OR REBOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE AREA OF ANY LOT OF THIS PLAT SHALL BE LESS THAN THAT SHOWN ON THIS THE ORIGINAL PLAT OF MOUNT-LAKE TERRACE, AND SUBJECT ALSO TO THE REGULATIONS OF THE SNOHOMISH COUNTY PLANNING BOARD, COUNTY ENGINEER, AND COUNTY COMMISSIONERS.

EXAMINED AND APPROVED THIS 13 DAY OF JUNE 1949

Carl Rammell  
COUNTY ENGINEER

BY \_\_\_\_\_  
DEPUTY COUNTY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT OF MOUNT-LAKE TERRACE IS FULLY APPROVED BY THE SNOHOMISH COUNTY PLANNING BOARD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 1949

SECRETARY

CHAIRMAN

EXAMINED AND APPROVED THIS 13 DAY OF JUNE, A.D. 1949

ATTEST:

CLERK, BOARD OF  
COUNTY COMMISSIONERS

R. E. Tangey  
CHAIRMAN, BOARD OF COUNTY  
COMMISSIONERS

# 919108

FILED FOR RECORD AT THE REQUEST OF  
EDWIN T. HUNT THIS 14 DAY OF JUNE, A.D. 1949, AT 3.8  
MINUTES P.M. AND RECORDED IN VOLUME 13 OF PLATS,  
PAGE 3, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

BY Victor Ransom  
DEPUTY COUNTY ENGINEER

Samuel Ruben  
COUNTY AUDITOR

THE MONIES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID  
TO AND INCLUDING \_\_\_\_\_ 1950

Gene Seares  
SNOHOMISH COUNTY TREASURER  
Ed. Hughes  
COUNTY CLERK

## Dedication

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND AVENUES SHOWN THEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES CONSISTENT WITH THE USE FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND  
SEALS THIS 17 DAY OF MARCH, 1949

C. W. Tangey or Frank P. Tangey  
Margaret Tangey or Frank P. Tangey  
Frank P. Tangey or Frank P. Tangey  
PRESIDENT  
SECRETARY

## Acknowledgment

STATE OF WASHINGTON } S.S.  
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 17<sup>th</sup> DAY OF MARCH, 1949, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED FRANK P. TANGNEY, A SINGLE MAN, C. W. TANGNEY AND MARGARET TANGNEY HIS WIFE, AND H.A. CROSS, KNOWN TO ME TO BE THE INDIVIDUALS WHO EXECUTED THE ABOVE DEDICATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL  
THE DAY AND YEAR FIRST ABOVE WRITTEN.

Walter A. Cross  
NOTARY PUBLIC IN AND  
FOR THE STATE OF WASHINGTON  
AND RESIDING AT SEATTLE

## Certification

I HEREBY CERTIFY THAT THIS PLAT OF MOUNT-LAKE TERRACE HAS BEEN PREPARED FROM NOTES OF A SURVEY AND SUBDIVISION OF SEC. 33, T. 27N., R. 4E.W.M., MADE UNDER MY SUPERVISION, THAT THE COURSES AND DISTANCES SHOWN THEREON ARE CORRECT, THAT MONUMENTS HAVE BEEN SET AT ALL EXTERIOR CORNERS AND CURVE POINTS AND STREET INTERSECTIONS, AND THAT LOT AND BLOCK CORNERS HAVE BEEN STAKED OUT ON THE GROUND ALL IN CONFORMITY WITH THE PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS.

Harold Wm. Merritt  
CIVIL ENGINEER & LAND SURVEYOR  
CERTIFICATE NO. 2960  
RENEWAL NO. E 257 9/100

