

uses and purposes herein mentioned.

Given under my hand and official seal this 2 day of August, 1943.

(John Wagner)
(Parish of Orleans)
(Notary Public)
(State of Louisiana)

Jno. Wagner
Notary Public in and for the State of
Louisiana residing at New Orleans, La

STATE OF Minnesota)
County of Lyon) ss.

I, the undersigned, Notary Public in and for the State of Minnesota residing at Green Valley do hereby certify that on this -- day of June, 1943, personally appeared before me Isabel L. Graffunder to me known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of July, 1943

(Notarial Seal)
(Lyon County, Minn.)
(L'Etoile du Nord)

Ernest Joulet
Notary Public in and for the State of Minne-
sota, residing at Green Valley in said county
Lyon

Filed for record at request of E. W. Klein on Aug. 31, 1943 at 9:23 A M.

County Auditor By *Grace H. Haugan* Deputy Auditor

753240

DECLARATION OF PROTECTIVE COVENANTS

Whereas, Frank Vandermeer a Widower, and George Newland and Ramy Newland, his wife are the owners of the following described property, and desire that all sales of property herein described be made subject to certain reservations and covenants, the purpose of which is to insure the desirability of the property for residential purposes.

The Real Estate referred to above is described as follows:

Lots Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10) and Eleven (11) Block 2 of Norman Addition to the City of Everett, as shown upon the plat thereof of record in the County Auditors' office in and for the County of Snohomish, State of Washington.

NOW THEREFORE, in consideration of the premises, the undersigned hereby certifies and declares 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:

RESTRICTIONS

a. All of 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 \$2500.00 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 600 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 nearer than 22 feet to the front line of the lot. Also, no wall of any residence shall be nearer than 5 feet to any side lot line of any lot, nor shall the front wall of any residence be further from the front line of any lot than 30 feet. No wall of any building shall be located nearer than ten feet to any side streetline.

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 persons 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.

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. 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, 1968, at which time said covenants shall be automatically extended for a period of 10 years, unless by a vote of a majority of the then owners of the lots affected by this agreement it is agreed to change or cancel said covenants in whole or in part.

f. 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 herein 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 prevent him or them from doing so or to recover damages or other dues for such violation.

g. Invalidiation of any 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.

Frank Vandermeer
George Newland
Remy Newland

STATE OF WASHINGTON,)
COUNTY OF SNOHOMISH) ss.

This is to certify that on this 27th day of August, 1943, personally appeared before me Frank Vandermeer a widower, and George Newland and Remy Newland, his wife known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned:

Given under my hand and official seal on the date herein stated.

(H. J. Anderson)
(N. P. Seal Com. Exp.)
(Jun. 15, 1945)

H. J. Anderson
Notary Public in and for the State of
Washington, residing at Everett, Washington.

Filed for record at request of The First National Bank of Everett, Wash on Aug. 31, 1943 at
9:59 A.M.

Geo. P. ...

County Auditor By *Grace H. Staugan* Deputy Auditor

Filed for record at request of Ray Q. Jorgensen on Jul. 8, 1943 at 1:05 P.M.

Ray Q. Jorgensen
750212

County Auditor By

Grace H. Haugan

Deputy Auditor

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, M. & S. CONSTRUCTION CO., INC., A Washington Corporation, hereinafter called "The Owner," is the owner of the following described land:

All lots included in Victory Addition to Everett, Washington, the plat of which was recorded July 8 1943, Volume 11 of Plats page 100 File No. 750211 and Lots 1 to 3, inclusive, and Lots 23 to 32, inclusive, Block 2, Norman Addition, to the City of Everett, and Lots 17 to 22 inclusive, Block 327, Plat of Riverdale Addition to the City of Everett.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS The undersigned is "The Owner" of the real estate situated in Snohomish County, Washington, known as Victory Addition to Everett, and to the real estate known as Lots 1 to 3 inclusive, and Lots 23 to 32 inclusive, Block 2, Norman Addition to the City of Everett, and Lots 17 to 22 inclusive, block 327, Plat of Riverdale Addition to the city of Everett, is desirous that all sales of property herein described 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 certifies and declares 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, 1970, 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) Invalidation 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 herein described 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 situated on any building plat described herein, and as to location of the building with respect to topography and finished ground elevation by a committee composed of James H. March and Ward A. Smith, or by a designated represen-

tative of the members of said committee, In the event of death or resignation of any member of said committee, the remaining member 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 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 have 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 described herein, 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 nearer to the front lot line or nearer to any side street line than the building setback lines shown on recorded plat. In any event, no building shall be located nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building except the detached garage or other out building located 75 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line. All garages or any other out buildings shall not be located nearer than 5 feet to rear property line. As to the following corner Lots: Lots 1 and 2, Block 1; Lots 1, 2, 11, and 12, Block 2; Lots 8 and 9, Block 3; Lots 1, 2, 8 and 9, Block 4; Lots 1, 2, 8, 9, 10, 11, 17, and 18, Block 5; Lots 1, 2, 9, 10, 16, and 17, Block 6; Lots 6 and 7 in Block 7; Lots 1, 2, 8, 9, 10, 11, 17 and 18, Block 8; all in Victory Addition to Everett. The East one-half of Lots 29, 30, 31 and 32, Block 2, Plat of Norman Addition, to the City of Everett. West one-half lots 29, 30, 31, 32, Block 2, Plat of Norman Addition, to the City of Everett. East one-half of Lots 1, 2, and 3, Block 2, Plat of Norman Addition, to the city of Everett. West one-half of Lots 1, 2, and 3 also in Block 2, Plat of Norman Addition to the City of Everett. No detached garage or other out building shall be constructed nearer the property line abutting street than 35 feet and shall be not less than 3 feet from side property line.

(7) No residential structure shall be constructed or placed on any building plot which plot has an area of less than 4500 square feet or a width of less than 50 feet at the front building setback line. Except that a residence may be constructed on Lots 1 to 5, inc., Block 7, and Lots 3 to 8, Inc., Block 6, Victory Addition to Everett.

(8) No fence shall be constructed exceeding five (5) feet in height, nor shall -3- any fence, wall, hedge, or mass planting extend nearer to any street than the setback line of the main building, except that nothing shall prevent erection of a necessary retaining wall the top of which does not extend more than three (3) feet above the finish grade at the back of said retaining wall.

(9) 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.

(10) 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.

(11) No dwelling costing less than \$3,000 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.

(12) 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 the public sewer.

(13) 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 or a different race domiciled with an owner or tenant.

(14) 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 on or about the property in said plat without the written approval of the M & S Construction Co., Inc. Said corporation reserves the specific right to withhold such approval without giving any specific reason therefore. Said corporation 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.

(15) No fowl or animals other than songbirds, 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 Owner" from affecting 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 Owner" of said property has executed this instrument this 19th day of June 1943.

(M. & S Construction Co. Inc.)
(Washington)
(Corporate Seal 1943)

M & S CONSTRUCTION CO., INC.
By: James H. March
President
By: Ward A. Smith
Vice President

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss.

On this 19th day of June, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES H. MARCH AND WARD A. SMITH to me known to be the President of M & S CONSTRUCTION CO., INC. and Vice President respectively, the corporation that executed the forgoing 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 he is 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.

(Alma L. Odden)
(N. P. Seal Com. Exp.)
(Apr. 1, 1947)

Alma L. Odden
Notary Public in and for the State
of Washington, residing at Tacoma.

Filed for record at request of James H. March on Jul. 8, 1943 at 1:34 P.M.

Sen. P. ...

County Auditor

By *Grace H. Haugan*

Deputy Auditor

State of Washington } ss Q. Ross
 County of Snohomish }
 being first duly sworn, on oath says that he is a qualified surveyor that the annexed plat was made in pursuance of and in accordance with an actual survey of the territory described by such plat and that monuments have been placed where shown on plat.

Subscribed and sworn to before me this 10th day of July 1910
C. Dudley Lee
 Notary Public and for the State of Washington Residing of Everett, Snohomish County



NORMAN ADDITION TO EVERETT, WASHINGTON

DESCRIPTION

Scale: 1 inch = 100 feet
 ROSS & FELLOW'S, E.E.

Commencing at the N.E. corner on the North side of Section 20, Twp 23° N, R. 5 E, W. 1 M., thence southerly and following the center line of said Section 20, for 1250 feet to the North line of 19th street; thence angle to the left 89° 52' 30" to the North line of 19th street for 34.00 feet to true place of beginning; thence continuing on the same line of 19th street for 34.00 feet to true place of beginning; thence angle to left 90° for 440 feet; thence angle to left 90° for 344 feet; thence angle to left 90° for 800 feet; thence angle to right 90° for 344 feet; thence angle to left 90° for 400 feet to true place of beginning.

DEDICATION

Know All Men by these Presents: That John Norman and Lina Norman, his wife and the Everett Improvement Company, do hereby duly organized and existing under and by law of the State of Washington, do certify that the accompanying map by me filed with the State of Washington, do certify that the accompanying map is a full true and correct plat of the tract or parcel of land more particularly described under the heading Description on this plat, and that the land so surveyed, laid out and plotted is hereby designated Washington Addition to Everett, Washington; that the respective streets, avenues, streets and alleys are properly and correctly marked on said map; that the blocks and lots in said tract so surveyed, laid out and plotted are numbered as shown on said plat; that the dimensions and uses of said lots are correctly shown and stated upon said plat by figures thereon, which figures represent feet and decimals of feet, and that John Norman, Lina Norman his wife, and the Everett Improvement Company do hereby dedicate and grant to the public of their interests in and to the streets, avenues and alleys shown on said plat for and as public highways.

In witness whereof the said John Norman and Lina Norman his wife and the Everett Improvement Company (by its President) has caused these presents to be signed and the Everett Improvement Company has caused the corporate seal of said Company to be affixed by its Secretary, all therein duly authorized and this instrument to be duly acknowledged this 10th day of July 1910.

John Norman, Lina Norman
EVERETT IMPROVEMENT COMPANY
J. W. Chesney, President
Edward Henry, Secretary

ACKNOWLEDGMENT

State of Washington } ss
 County of Snohomish }
 On this 12th day of October 1910, before personally appeared John Norman and Lina Norman, known to me to be the parties who executed the above instrument and each for himself and hereby acknowledged the said instrument to be the free and voluntary act and deed of each individual for the uses and purposes above stated. Whereof, I, there hereunto set my hand and affixed my official seal the day and year first above written.

J. W. Chesney
 Notary Public in and for the State of Washington Residing of Everett, Snohomish County.

ACKNOWLEDGMENT

State of Washington } ss
 County of Snohomish }
 On this 12th day of July 1910 before me personally appeared J. W. Chesney to me known to be the President and Edward Henry to me known to be the Secretary of the Everett Improvement Company who caused that they 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 said instrument and that the said seal affixed is the corporate seal of said corporation.

C. Dudley Lee
 Notary Public in and for the State of Washington Residing of Everett, Snohomish County.

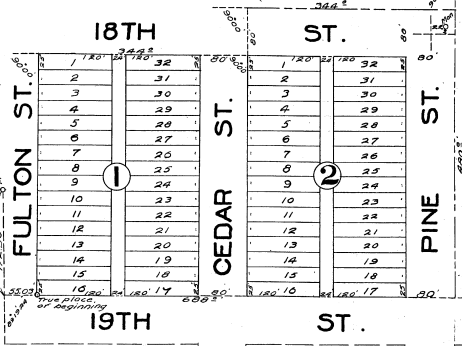
Recorder's Note: Auditor File Number Amended due to Duplication.

Registered this 1st day of July 1910
 Volume 12 of Official Records page 385
 STANLEY DUBOQUE, County Auditor
 City of Everett, Washington

Recorded to
 Volume 12 of Official Records page 385
 STANLEY DUBOQUE, County Auditor
 City of Everett, Washington

Office of County Auditor, County of Snohomish, State of Washington } ss 162335

Filed for record at request of John Norman on Dec 27th 1910 at 2:10 minutes of 10 o'clock P.M.
Stanley Duboque
 County Auditor



J. C. Gilman, Treasurer of Snohomish County, Washington do hereby certify that all taxes on the above described property up to and including the year 1910 have been fully paid and that the sum of Three Dollars has been deposited to cover the taxes of 1910. In Witness Whereof, I have hereunto set my hand and affixed my official seal this 27th day of December 1910.

J. C. Gilman, Controller of the City of Everett, Snohomish County, Washington, do hereby certify that the annexed plat, having been submitted to the City Council of Everett at a regular session thereof was duly approved by said City Council on the 12th day of December 1910.

Approved: J. W. Hooper, City Engineer
Benj. W. Sherwood, City Attorney