

DECLARATION OF PROTECTIVE COVENANTS
INVOLVING

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PLAT OF OLYMPUS TERRACE

852840

WHEREAS, O. C. FLICKINGER and CAROLINE FLICKINGER, husband and wife; and F. K. HARGREAVES and EUNICE R. HARGREAVES, husband and wife; and T. L. BAIR and FERN BAIR, husband and wife, herein called "The Owners", are the owners of the following described land in Snohomish County, Washington, to-wit:

Plat of "Olympus Terrace," a subdivision of parts of Government Lot One (1) and Government Lot Two (2), of Section 17, Township 28 North, Range 4, E.W.M.

All as shown in the records of the Auditor's office of Snohomish County, Washington.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are "The Owners" of the real estate situated in Snohomish County, Washington, known as Plat of "Olympus Terrace," and are 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 do 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, all re-sales, leases or rentals of property in this plat being subject to all the restrictions and reservations herein contained, such

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1. DURATION OF COVENANTS AND AMENDMENTS.

These covenants are to run with the land and shall be binding on all parties and all persons, their successors, assigns and all claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless by vote of the then owners of a majority of the lots in said addition it is agreed to change said covenants in whole or in part.

2. VIOLATION.

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. BUILDING RESTRICTIONS.

Except as to Lot One (1), designated as "Business Lot" and upon which a business structure or a combination of business structure and dwelling or a business structure and a dwelling may be erected and used as such, all at the option and discretion of "The Owners,"

All lots in "Olympus Terrace," other than Lots numbered One (1) and Eleven (11), shall be designated as "Residence Lots" and no structure shall be erected thereon other than one detached single family dwelling, not to exceed one and one-half (1½) stories

in height and a garage or other appropriate building constructed under the same general style as the dwelling and appropriate in appearance.

As to lots other than Lot Eleven (11), not more than one single detached family dwelling nor two outbuildings, one of which must be a garage, may be constructed on any one lot without the written consent of the then owners of a majority of the lots in "Olympus Terrace."

Lot Eleven (11) may be subdivided into not to exceed three (3) residence lots, none of which shall have an area of less than 10,000 square feet, and if so subdivided, shall be subject to all restrictions and regulations governing "residence lots." The provisions governing dwellings on lots other than those enumerated in the paragraph immediately following this paragraph shall control as to dwellings that may be constructed on the lots resulting from a subdivision of Lot Eleven (11), if that lot is subdivided, as herein provided.

No dwelling shall be erected, constructed or maintained on Lots Eight (8) to Ten (10), Seventeen (17) to Forty-five (45), and Forty-seven (47) to Fifty (50), all inclusive, except where the said dwelling shall have a floor area on the first floor for living purposes and exclusive of porches of not less than one thousand (1,000) square feet. On all other residential lots the dwelling shall have a floor area on the first floor for living purposes and exclusive of porches of not less than eight hundred (800) square feet. All dwellings must be modern in construction and must have ample arrangements for good and proper modern sanitation.

All bathroom, sink and toilet conveniences shall be

inside of house or building and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by the State of Washington Health Authorities. The drains from said septic tank shall be kept within the building limits of each tract as hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authorities.

4. BUILDING LIMITS.

No building wall or structure shall be erected, constructed nor maintained on any of said lots above described, nearer than twenty (20) feet from any lot line facing the Sound, nor nearer than twenty (20) feet from any lot line bordering on any roadway where said roadway is fifty (50) feet or more in width, and further said construction shall not be nearer than eight (8) feet from any lot line other than the ones described above. The side line restriction shall not apply to a garage located on the rear one-fourth of a lot, except a corner lot.

5. MOVING OF BUILDINGS--CONSTRUCTION OF OUTBUILDINGS.

No building of any kind shall be erected or maintained or moved on to a lot prior to the erection of the dwelling house thereon, except only such building as may be necessary for the shelter and housing of tools and building equipment and only for the period of the erection of such dwelling house.

6. PROSECUTION OF CONSTRUCTION WORK.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the exterior of such buildings and structures are completed and painted, and the minimum time limit for the compliance with the provision of this covenant shall be twelve (12)

months from the date of the commencement of construction on such buildings or structures. The moving of building material onto any lot shall determine the date of commencement of construction of building.

7. NOXIOUS USE OF PROPERTY.

No noxious, illegal or offensive trade, or use of land 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. No building or other structure erected, no native trees retained nor other trees planted shall be permitted in such a manner or place as will unreasonably obstruct the view from other dwellings. Except as to that Lot One (1) designated herein as "Business Lot," no commercial use shall be made of any lot or the buildings thereon.

8. DESIGNATION OF "BUSINESS LOT."

Upon Lot One (1), known as the "Business Lot," a business building or combination residence and business, or a business building and a residence may, at the option of the owners, be erected thereon. The use of such business building shall be such as shall not be obnoxious to a residence section of this nature and the type of business conducted therein shall be as permitted by the owners.

9. BILLBOARDS, SIGNS.

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, posted, painted or displayed upon any of the residence lots of this plat. It is provided, however, that the Grantor may erect and display signs during the period he is selling property in said addition.

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10. ANIMALS.

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No hogs, cattle, horses, sheep, goats, or similar livestock shall be permitted or maintained on said property at any time. Chicken hens, rabbits and other similar small livestock, not exceeding a total of ten (10) in number, shall be permitted but must be kept on the premises of the owner. No pen, yard, run, hutch, coop or other structure or area for the housing and keeping of the above described poultry or animals shall be built or maintained closer than one hundred (100) feet from the front line of any residence tract.

11. RACIAL RESTRICTIONS.

No race or nationality other than the White or Caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by a resident owner or tenant.

12. PARKING LOT.

Nothing contained in these restrictive covenants shall prohibit the use of Lot numbered Fourteen (14) as a lot for the general parking of automobiles of owners of lots in the plat of "Olympus Terrace" and/or Plat of "Hargreaves and Bair Waterfront Tracts," and their invitees and guests.

As to this lot, "The Owners" may lease or sell space therein for parking purposes under the above restrictions.

13. EASEMENTS.

All franchises and licenses for public utilities, together with the right of ingress or egress for purposes of construction, maintenance or repair or construction of such public utilities or for private utilities serving the same general purpose, together with the above rights set forth, may be granted

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by "The Owners" over any public and private roads and lanes of this subdivision without further consent of the owners of the lots in this subdivision.

14. INVALIDATIONS.

Invalidations of any one of these covenants by judgment or court order shall in no wise affect or limit any of the other provisions herein, all other provisions remaining in full force and effect.

GIVEN under our hands and seals this 31st day of JULY, 1947.

O. F. Lickinger
Caroline F. Lickinger
T. D. Bair
John Bair
F. K. Hargreaves
Eunice R. Hargreaves

STATE OF WASHINGTON,) SS:
COUNTY OF SNOHOMISH,)

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 31st day of August, 1947, personally appeared before me F. K. HARGREAVES and EUNICE R. HARGREAVES, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged

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EVERETT, WASHINGTON

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 the date in this Certificate first above written.

Frank R. Bair
Notary Public in and for the State
of Washington, residing at Everett



STATE OF WASHINGTON,) SS:
COUNTY OF KING,)

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 8th day of August, 1947, personally appeared before me O. C. Flickinger,
Caroline Flickinger, T. L. Bair and Fern Bair

_____, to me known to be the individuals described in and who executed the within instrument and acknowledged 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 the date in this Certificate first above written.

Chas. C. Hauck

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

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PLAT OF
OLYMPUS TERRACE

For Declaration of Protective Covenants
involving this Plat, See Vol. 400 of Deeds p. 512.
GEO. P. DUBUQUE, County Auditor.

APPROVALS

Examined and approved on this 11th day of Aug., 1947

Roy Crane
COUNTY ENGINEER

Examined and approved on this 11th day of Aug., 1947

Ray S. Jarrett
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

RECORDING

Filed for record at the request of *J.K. Hargreaves*
at 5.4 minutes past 10 o'clock A.M.
on this 11th day of Aug., A.D. 1947 and
recorded on page 77, volume 17, of Plats,
records of Snohomish County, Washington.

George P. Dubuque
AUDITOR, SNOHOMISH COUNTY

RESTRICTIONS

Restrictive and Protective covenants
covering all lots in this Plat are in
accordance with the Declaration of
Protective Covenants as filed for
record in Volume 400, Page 512, of
records of Snohomish County,
Auditor, Snohomish County,
Washington.

Sievers & Duecy
CIVIL ENGR.

SCALE 1"=100'

DESCRIPTION

Commencing at the East One Quarter corner of Section 17, T28N, R4E, the true point of beginning; thence S2°23'44"W along the East line of Gov't Lot 2, Section 17, T28N, R4E for 230.0 ft; thence N89°43'W for 251.83 ft; thence S2°29'44"W for 80.0 ft; thence N87°38'26"W for 490.84 ft; thence N61°08'30"W for 102.83 ft; thence S30°33'35"W for 498.61 ft; thence S7°32'E for 138.71 ft; thence S70°56'W for 101.30 ft; thence S54°26'30"W for 91.58 ft; thence N53°27'W for 44.08 ft; thence S36°33'W for 50.0 ft; thence N53°27'W for 247.78 ft to an intersection with the Easterly Right of Way margin of the Great Northern Railroad; thence N1°28'30"E along said Easterly Right of Way margin of the Great Northern Railroad for 37.81 ft; thence follow the arc of a curve to the right having a radius of 1382.69 ft and consuming an angle of 25°32' for 616.18 ft; thence N27°00'30"E for 659.50 ft; thence follow the arc of a curve to the right having a radius of 1382.69 ft and consuming an angle of 16°30'51" for 398.53 ft to an intersection with the South boundary of the Plat of Hargreaves and Bair Waterfront Tracts; thence follow the said South boundary of the Plat of Hargreaves and Bair Waterfront Tracts S75°40'E for 166.27 ft; thence N26°59'30"E for 45.45 ft; thence follow the arc of a curve to the right having a radius of 46.22 ft and consuming an angle of 43°57'30" for 43.13 ft; thence follow the arc of a curve to the right having a radius of 179.65 ft and consuming an angle of 23°13'30" for 72.82 ft; thence S85°49'30"E for 522.92 ft to an intersection with the Easterly line of Gov't Lot 1 Sec. 17-28-4; thence S2°32'08"E along said Easterly line of Gov't Lot 1 for 777.98 ft to the true point of beginning.

For Supplemental Dedication of Certain Roads to Snohomish County and to Public Use See 405 Deeds, Page 370.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that O.C. Flickinger and Caroline Flickinger, husband and wife, and F.K. Hargreaves and Eunice R. Hargreaves, husband and wife, and T.L. Bair and Fern Bair, husband and wife, owners in fee simple of the above described tract of land as shown on the annexed plat of Olympus Terrace, do hereby declare said plat and in lieu of a dedication of roads hereby reserve unto all purchasers of lots in this Plat a 1/2 (One Fifty second) interest in all roads and Lanes as shown on the annexed Plat of Olympus Terrace.

O.C. Flickinger
Caroline Flickinger

F.K. Hargreaves
Eunice R. Hargreaves

T.L. Bair
Fern Bair

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } S.S.

THIS IS TO CERTIFY that on this 10th day of July, 1947, personally appeared before me O.C. Flickinger and Caroline Flickinger, husband and wife, and F.K. Hargreaves and Eunice R. Hargreaves, husband and wife, and T.L. Bair and Fern Bair, husband and wife, to me known to be the individuals who executed the within and foregoing instrument and who 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 affixed my official seal on the day and year first above written.

W.H. Ross
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT EVERETT

ENGINEER'S CERTIFICATE

I, Howard F. Sievers, Partner of Sievers and Duecy, Civil Engineer, do hereby certify that the annexed Plat of Olympus Terrace is based on an actual survey and that all lots have been staked and monuments set as shown.

Howard F. Sievers
PROFESSIONAL ENGINEER

TREASURER'S CERTIFICATE

I, Verne Sievers, Treasurer of Snohomish County, Washington, do hereby certify that all taxes on the above described tract of land have been fully paid up to and including the year 1948.

Verne Sievers
TREASURER, SNOHOMISH COUNTY

SCALE 1"=100'