## 3195389

## RECORDED WITH PLAT OF CARLETON PARK TERRACE

Division No. 3.

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Whereas Mr. C. F. Bishop, Jr., hereinafter called The Owner, is the Owner of the following described land: The Northwest quarter of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 3 East W.M., EXCEPT the north 30 feet thereof and EXCEPT the south 30 feet and the west 30 feet thereof conveyed to the City of Seattle by deed, records of King County, for street purposes.

And Whereas the said Owner is about to file for record in the office of the Auditor of King County, Washington a plat of said land, which plat will be known as Carleton Park Terrace, Division No. 3. 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 reservations and protective and restrictive covenants, the purpose of which are to insure the use of the property for attractive residential purposes to prevent nuisance, to maintain the desired benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

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 establish the protective restrictions and reservations hereinafter set forth upon, and subject to which, all lots, tracts, and parcels of land 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, or parcels of land in said plat, and each and all of which shall inure to and pass with each and every lot, tract or parcel of land in said plat, and shall apply to and bind the respective successors in interest of every owner 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 as a follows, to-wit:

(1) All lots in Carleton Park Terrace, Division No. 3 are designated residence lots and no structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

(2) No buildings shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, except that on all building plots in Block 1, no building shall be located on any residential lot nearer than 15 feet to the front lot line, no building, except a garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line, except in Block 1 which shall not be farther than 30 feet from front lot line.

(3) No residential structure shall be placed on any substantial building plot which has an area of less than 6000 square feet nor a width of less than 50 feet at the front building setback line.

(4) No noxious or offensive trade 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 residence property shall at any time, directly or indirectly be rented or leased in whole or in part to any person or persons not of the White or Caucasian race. No person or persons other than one of the White or Caucasian race shall be permitted to occupy any portion of any residence lot or of any building thereon except a domestic servant actually employed by a White occupant of such lot and/or building. Period R

(6) No fowl or animal other than song birds, dogs or cats as household pets, shall at any time be kept upon land embraced in this addition. Trees or shrubs grown on any lot shall not be allowed to exceed 15 feet in height if obstructing the view of surrounding property.

(7) 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 residence of a temporary character be permitted.

(8) No structure shall be moved onto any lot unless it meets with the approval of the Committee hereinafter referred to, or if there is no Committee, it shall conform to and be in harmony with existing structures in the tract.

No building shall be erected, placed, or altered on any building plot in this (9) subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of C. F. BISHOP, JR. and R. W. BISHOP, SR. and R. W. BISHOP, JR., or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or nembers of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until (5 to 7 years) at which time the then owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers, subject to the same limitations, as were previously delerated herein to the aforesaid committee.

(10) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(11) If the parties hereto, or any of them, or their heirs or assigns, shall vielate or attempt to violate any of the covenants or restrictions herein before January 1, 1966, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing se to mcover damages or other dues for such violation.

(12) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1900, at which time said covenants and restrictions shall terminate.

(13) 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.

T. Bush Signed

STATE OF WASHINGTON ) COUNTY OF KING )

THIS IS TO CENTIFY that on this the day of the state of Washington, 1941, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and a more than a notary public in and for the state of Washington, duly commissioned and a more than a notary public in and for the state of Washington, duly commissioned and a more than a notary public in and for the state of Washington, duly commissioned and the within instrument, and acknowledged to me that he signed and the state of the state of the uses and purposes

and official seal the day and wear first above written.

Request of C. F. Rinlik Qr.

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

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