

3045924

The following Restrictive Covenants shall become a blanket incumbrance against all of the lots of that certain Fir Crest Addition to King County, Washington and covering and embracing the following described property in King County, Washington to-wit: the Northeast (NE $\frac{1}{4}$) quarter of the Southeast (SE $\frac{1}{4}$) quarter of the Southeast (SE $\frac{1}{4}$) quarter of Section Thirty-three (33) Township Twenty-six (26) Range Four (4) East W. M.

(a) All lots in the Addition shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

(b) No building shall be erected on any residential building plot nearer than 25 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one quarter of a lot, except that on corner ## lots no structure shall be permitted nearer than 10 feet to the side street line.

(c) No residential lot shall be subdivided into building plots having less than 5000 ##### square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 50 feet.

(d) 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.

(e) No race or nationality other than white or Caucasian 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 an owner or tenant.

(f) No trailer, basement, tent, shack, garage, barn, or other out building 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.

(g) 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.

(h) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than \$3000 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 800 square feet in the case of a one story structure nor less than 700 square feet in the case of a one and one half or two story structure.

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

(j) These covenants and restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1964 at which time said covenants and restrictions shall terminate. (However the covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by making appropriate provisions there: .)

(k) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1964, it shall be lawful for any other person or persons owning any other lots in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(l) 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.

Executed in triplicate in Seattle, Washington this 18th day of May, 1939.

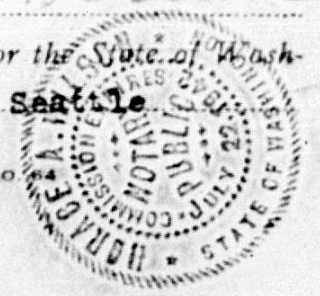
A. W. Mylroie (seal)
M. W. Mylroie (seal)
Janet E. Mylroie (seal)

STATE OF WASHINGTON, }
County of King } ss

I, the undersigned:....., Notary Public in and for the State of Washington, residing at..... Seattle..... do hereby certify that on this..... 18..... day of..... May 1939....., 192....., personally appeared before me... A. W. Mylroie, M. W. Mylroie and Janet E. Mylroie his wife..... to me known to be the individual^s described in and who executed the within instrument and acknowledged that..... they..... signed and sealed the same as..... their..... free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this..... 18..... day of May 1939....., 192.....

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



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Request of M. W. Mylroie
EARL MILLIKIN, County Auditor