

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

Leo H. Jorgensen
750212

County Auditor By *Grace H. Hangan* 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) ss.
COUNTY OF PIERCE)

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 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 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.

Lucas J. Blazquez County Auditor By *Grace H. Hangan* Deputy Auditor

Scale - 1 inch = 200 feet

For location of Portion of Street and
Ally, Begin at NW Cor. of lot 1. Blk 397
See Vol. 561 p. 622
Stacy Dubuque, Auditor By A. M. Paul, Deputy.

[illegible]

MONUMENTAL BY THESE PRESENTS the EVERETT IMPROVEMENT COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, does hereby certify that the accompanying is a full, true and correct plat of the tract or parcel of land more particularly described under the heading "personum" on this plat and that the land so surveyed, laid out and platted is hereby dedicated EVERETT Addition to Everett, Snohomish County, Washington, that the respective widths of the Streets, Avenues and Alleys are properly and correctly marked on said plat, that the blocks and lots in said tract so surveyed, laid out and platted are numbered as shown on said plat, that the dimensions and sizes of said lots are correctly shown and stated upon said plat by figures therein which figures represent feet and decimals of feet, and the said EVERETT IMPROVEMENT COMPANY does hereby dedicate and grant to the public all its interest in and to the streets, avenues and alleys shown on said plat for and as public highways.

EVERETT IMPROVEMENT COMPA
J.A. COLEMAN
EDWARD C. MONY President
Secretary

State of Washington } 33
County of Snohomish }
On this 16th day of

JOHN R. DALLY.

State of Washington } S.S.
County of Snohomish }

Subscribed and sworn to before me this 16th day of October 1922 - JOHN R. DALLY

I, N.J. Craigue, Treasurer of Snohomish County, Washington, do hereby certify that all taxes due on the land embraced in the above plat have been paid and that the sum of \$720.14 has been deposited with me to cover the taxes for the year 1922.

Dated this 16th day of October 1922.
N. J. CRAIG County Treasurer.

I, Louis Lesh, Clerk 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 10 day of January 1923.

Vacatur of alley South of 15th
 Between Exchange View and
 For Bonker Street
 Volume 222 of Official Records, page 184

THE CITY OF EVERETT
 CORPORATE SEAL

Approved _____

LOUIS LESH City Clerk
 S.E. PAINE Act. City Engineer

Approved

_____ *LOUIS LESH* *City Clerk*
 _____ *S.E. PAINE* *Act. City Engineer*
 _____ *R.J. FAUSSETT* *City Attorney*

Office of County Auditor }
County of Snohomish } ss.

309013

Filed for record at request of Everett Improvement Co.
On Jan. 16 1923 at 35 min. past 2 o'clock PM.
Adrian Hulbert, County Auditor
By John Haugen, Deputy

I, W.H.L. FORD, treasurer of Everett, Washington do hereby certify that all local improvement assessment on the above described property up to date of this certificate have been paid.
W.H.L. FORD City Treasurer.
 Jan 8th 1923.

