

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. 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 <sup>so</sup> 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 <sup>be</sup> 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



Note: Building setback lines are 20 feet from front of lot line as shown dotted on above Plat. Other setback lines are in accordance with Declaration of Protective Covenants as filed for record in auditor's office in Vol. 311 page 562 Deed Records of Snohomish County, Washington.

750211 RECORDING

Filed for record at the request of James H. March at minutes past 1:30 o'clock P.M. on this 8 day of July, A.D. 1943 and recorded on page 100 Vol. 11 of Plats, Records of Snohomish County, Washington.

Geo. P. Dubuque  
COUNTY AUDITOR  
by D.E. Neubecker, Deputy

## DESCRIPTION

SIEVERS & DUECY  
CIVIL ENGR.

The PLAT OF VICTORY ADDITION TO EVERETT embraces the following described tract of land: Commencing at the monument at 18th Street and Cedar Street as set in the plat of Everett, Division X; thence North along the monument line of Cedar Street for 26.00 feet; thence angle Right 90°00'45" for 18.00 feet to the TRUE POINT OF BEGINNING; thence angle Left 90°00'45" along the West margin of Cedar Street for 350.52 feet; thence angle Right 90°01'00" for 119.95 feet; thence angle Left 90°00'41" for 255.00 feet; thence angle Left 89°59'19" for 119.97 feet; thence angle Right 89°59'00" for 150.00 feet; thence angle Right 90°01'00" along the South line of the plat of Sixteenth Street Addition to Everett for 810.93 feet; thence angle Right 89°58'15" along the West line of the plat of Riverdale Addition to Everett for 1135.34 feet to a point 100.00 feet North of the North margin of 19th Street; thence angle Right 90°01'00" for 123.68 feet; thence angle Left 89°58'38" for 100.00 feet; thence angle Right 89°58'58" along the North margin of 19th Street for 343.73 feet; thence angle Right 90°00'23" for 480.10 feet; thence angle Left 90°01'23" for 343.82 feet to the TRUE POINT OF BEGINNING.

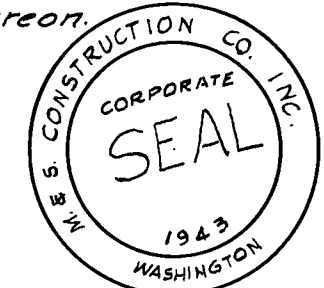
Except 80' right of way for Pine, Maple, 17th and 18th Streets, also 24' alley right of way between Cedar and Pine Streets and between Pine and Maple Streets.

The above tract being a portion of S.W. 1/4, SE 1/4, Sec. 17 and a portion of N.W. 1/4, NE 1/4 Sec. 20, all in T. 29 N., Range 5 E., W.M.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the M. & S. Construction Co., Inc., a corporation existing under the laws of the State of Washington, owner in fee simple of the above described tract of land as shown on the annexed Plat of Victory Addition to Everett, hereby declare said Plat and dedicates to the public, for the use of the public forever all streets and alleys thereon.

M. &amp; S. CONSTRUCTION CO., INC.

by James H. March  
PresidentWard A. Smith  
Vice President

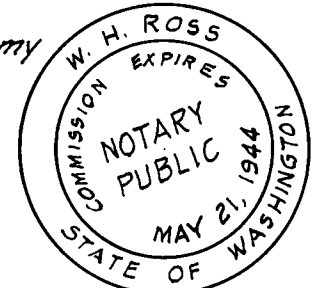
## ACKNOWLEDGMENT

STATE OF WASHINGTON } s.s.  
COUNTY OF SNOHOMISH }

This is to certify that on this 28 day of June, 1943 personally appeared before me James H. March and Ward A. Smith, president and vice president respectively of the M. & S. Construction Co., Inc., a corporation that executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as a free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

W. H. Ross

NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, RESIDING IN EVERETT.

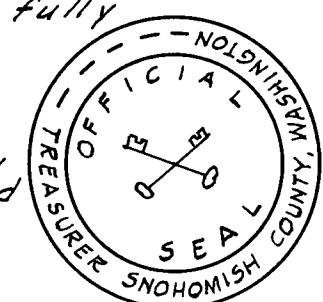
## TREASURER'S CERTIFICATE

I, Verne Sievers, Treasurer of Snohomish County, Washington, do hereby certify that all taxes on the above described property have been fully paid up to and including the year 1944.

Verne Sievers  
TREASURER, SNOHOMISH COUNTY

I, Charles R. Dobler, Treasurer of the City of Everett do hereby certify that all local improvement assessments on the above described property up to the date of this certificate have been fully paid.

June 8 1943

Charles R. Dobler  
CITY OF EVERETT TREASURER.

## APPROVALS

Examined and approved this 8 day of July, 1943.  
CITY OF EVERETT

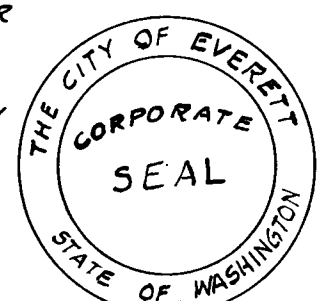
J. D. Williams MAYOR G. G. Paine CITY ENGINEER

H. Arends CITY CLERK Jesse H. Davis CITY ATTORNEY

Examined and approved this 8 day of July, 1943  
MUNICIPAL PLANNING COMM.

by: Chas. H. Fickel  
CHAIRMANby: Mrs. Merton Waller  
SECRETARY

750211



## ENGINEERS CERTIFICATE

I, Howard F. Sievers, partner of Sievers & Duecy, Civil Engineer, do hereby certify that the annexed Plat of Victory Addition to Everett is based on an actual survey and that all lots have been staked and monuments set as shown.

Howard F. Sievers  
Professional Engineer