

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That Dorothy Betcher, the owner of the following described real property:

Lots 1 to 7, inclusive, Block 1 and Lots 1 to 7, inclusive, Block 2, all in Deaverdale according to plat recorded in volume 63 of plats, page 57, in King County, Washington.

1. All lots described herein shall be known and described as residential lots.

2. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed one story in height and one private garage for not more than two cars in architecture harmonious with dwelling; EXCEPT that the Committee, hereinafter referred to, may approve, by a majority vote, the erection or alteration on a residential lot of a detached single family dwelling not to exceed two stories in height and one private garage for not more than two cars in architecture harmonious with dwelling.

3. No building shall be erected, placed or altered on any residential lot 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 Dorothy Betcher, Robert E. James and C. Norman Dickison, Jr., or their designated representative, as to quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots, and as to location of the building with respect to topography, finish grade elevation and building set back restrictions. In the case of the death, disability or resignation of any member or members of said Committee, the surviving or remaining member or members have full authority to designate a successor or 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 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.

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3 additional sheets

that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

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Robert E. James
Notary Public in and for the State of Washington
residing at Seattle

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Said Committee or its designated representative shall act without compensation. Said Committee shall act and serve until February 1, 1985. Thereafter, the approval described in the foregoing 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 residential lots. Said written document must be duly recorded and appoint therein a representative or representatives who shall thereafter have all the powers previously delegated to the aforesaid Committee. Said Committee shall also review plans involving the erection of antennas and towers supporting antennas and disapprove those which in their judgment are not deemed necessary in the normal reception of commercial and educational radio and television transmission. Said antennas and towers that are disapproved may not be erected.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding on a residential lot 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, nor shall any trailer, tent, shack, barn or other outbuilding be kept or maintained on any of the lots, whether used as a residence or not.

5. No well for the production of oil, gas or water will be permitted; excavations will be permitted only in connection with construction of a residence as required herein and only usual and customary machinery will be permitted.

6. No dwelling shall be permitted on any residence lot unless the ground floor area of the main structure, exclusive of open porches and garages, shall be: not less than 1,200 square feet in the case of a one-story structure, not less than 1,200 square feet in the case of a two-story structure. Nothing in this paragraph contained shall prevent the construction on a residential lot of a dwelling having less square feet than above specified, provided the written approval of the Committee, hereinbefore referred to, is obtained prior to commencement of construction. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet area advertising the property for sale or rent.

7. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within nine months from the date of commencement of construction and shall be connected to septic tanks or public sewer. Until public sewers are available,

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all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health, and local governmental authorities.

8. No residential structure shall be erected or placed on any building site which site has an area less than the area of the smallest lot in said plat as originally platted.

9. No building shall be located on any residential lot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line. No buildings shall be located nearer than five feet to an interior lot line. No buildings shall be located nearer than 25 feet to rear lot line.

10. No fence, wall, hedge or mass planting, except foundation planting, shall be permitted to extend nearer to any street than the line of the front of the house as extended to the side lot line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall; EXCEPT that the aforementioned Committee may approve a fence, wall, hedge, or mass planting extending nearer the street than said set back line at its discretion and upon such specifications as shall be set forth in writing. No fence, hedge or wall situated anywhere on any lot shall be higher than 6 feet above the finished ground surface.

11. No noxious or offensive trade or activity shall be carried on upon any lot nor shall naything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. Residential structures shall be used for residential purposes only.

13. All residential lots shall be kept clear of growth that may be or might become objectionable to owners of other residential lots.

14. Owners or occupants of residential lots shall not allow the accumulation of rubbish or garbage upon their lot.

15. No live poultry or animals shall be permitted on said property other than song birds, and not more than 2 dogs and 2 cats as household pets.

16. No owner or occupant shall change or alter the flow of drainage waters as now established along the streets unless a drain pipe at least eight inches in diameter is installed in an adequate and workmanlike manner under any obstruction, sidewalk or driveway leading from the street to the residence.

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17. These covenants are to run with the land and shall be binding on the undersigned individually and all persons claiming under the undersigned until February 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

18. 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 residential lot or lots to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation. The undersigned shall not be obligated to enforce any of the terms of this Agreement, and all instruments of conveyance executed by the undersigned with respect to any residential lot shall be deemed subject to the covenants as herein set forth, and the undersigned shall not become or be liable for breach of said covenants by any other than itself.

19. Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made and accepted such deed, contract or lease, subject to all restrictions, condition, covenants, and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors, and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee, purchase or lessee.

20. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

Dated at Seattle, Washington, this 1st day of February, 1960.

DOROTHY BETCHER

Dorothy Betcher

STATE OF WASHINGTON }
County of KING } ss.

On this 1st day of February, A. D. 1960, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Dorothy Betcher

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes

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day and year in this certificate above written.
Robert E. James
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