

PROTECTIVE COVENANTSWoodridge, Division No. 4

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All lots in this tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached, single family dwelling, not to exceed one story in height in case of non-basement houses, or one story in height above basement, and a private garage for not more than three cars. No structure upon any of said property shall have a roof pitch of more than 4- $\frac{1}{2}$ feet in elevation for each 12 feet of horizontal distance.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No building shall be located nearer than 20 feet to the front lot line or nearer than 20 feet to the side street line. No building except detached garage or other outbuilding, located 70 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

All driveways shall be paved from garage to street paving. Roofing shall be of other than composition shingles.

The finish floor level of one house shall not be above or below the floor level of the adjoining house on either side by more than one third the distance between the houses.

No dwelling shall be permitted on any lot at a cost of less than \$17,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet, except in the case of daylight base-

INDEX

ment structure, in which case the main floor area shall not be less than 1250 square feet. A daylight basement shall be defined as a basement in which the finished basement floor is not more than three feet below grade on exposed sides and the window area shall be at least 20% of the area of the exposed basement walls.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall be come effective if, and when, said utilities are constructed and installed.

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight months after the date of commencement of construction.

The minimum rear yard shall be 25 feet, which in all cases shall be opposite the narrow side of the lot abutting a street.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

No tree, shrub or planting of any type, other than those existing at the time this instrument was filed, shall be allowed to grow more than 15 feet in height.

An Architectural Control Committee composed of three members, as follows: Donald R. Westlin, Scott T. Norton and Donald H. Healy, shall serve until their successors are appointed and not for a period in excess of one year. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. If, at the end of one year from the date of recording hereof, the first named committee has not been replaced, the then owners of lots in this addition shall appoint three of their number to serve as the membership of this committee.

The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty days after plans have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No

structure shall be built on any residential lot until the owner shall have submitted to the Architectural Control Committee two copies each of the Plans and Plot Plan of said structure, and the Architectural Control Committee shall have the authority and jurisdiction to require such modification in said plot plans and/or plan as may be necessary to make said proposed structure comply with the terms of these protective covenants.

No structure which the Committee disapproves as herein provided shall be built until modified plans or plot plan, as the case may be, have been submitted and approved by the committee.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

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 estate situated 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 covenants and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

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.

Modern Home Builders, Inc., the owner of all of the real property in Woodridge, Division No. 4, King County, State of Washington, does hereby declare these Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Addition.

IN WITNESS WHEREOF, the party hereto has executed this instrument this 10th day of October, 1958.

MODERN HOME BUILDERS, INC.

R. W. Bishop, Jr.

R. W. Bishop, Jr., Secretary



Vol. 3838, p. 348

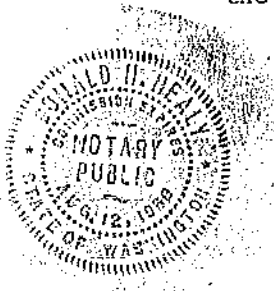
RECORDED IN RECORDS OF COUNTY OF

NOTARY PUBLIC
STATE OF WASHINGTON

STATE OF WASHINGTON)
County of Snohomish) 58

On this 10th day of October, 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Secretary of 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.



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

Filed for Record Oct. 15 1958 9:23 A.M.
Request of Modern Home Bldg. Co.
ROBERT A. MORRIS County Assessor

THE PLAT OF WOODRIDGE DIVISION NO. 4 IN SECTION 4, T. 24N. R. 5E. W. M.

DESCRIPTION

The plat of Woodridge Division No. 4 embraces a portion of Section 4, T. 24N., R. 5E., W. M. described as follows: Commencing at the S 1/4 corner of said Section 4, T. 24N., R. 5E., W. M., thence N 88° 29' 24" W along the south line of Woodridge Division No. 2 according to the plat thereof recorded in Volume 56 of Plats at pages 80 & 81 records of King County, for 360.20 feet to the southwest corner of Lot 23 of said Woodridge Division No. 2 the true point of beginning, thence continuing N 88° 29' 24" W for 100.60 feet, thence N 0° 21' 34" E for 82.52 feet, thence N 88° 29' 24" W for 174.81 feet, thence N 0° 35' 37" E for 168.91 feet, thence N 26° 32' 24" E for 75.43 feet, thence S 89° 26' 14" E for 151.18 feet, thence N 14° 50' 38" E for 62.95 feet, thence S 85° 14' 11" E for 136.49 feet, thence N 0° 20' 30" W for 30.00 feet, thence N 89° 39' 30" E for 458.80 feet to the northwest corner of Lot 29 of the said Plat of Woodridge Division No. 2, thence S 0° 20' 30" E along said Plat of Woodridge Division No. 2 for 191.19 feet, thence N 89° 39' 30" E for 20.00 feet, thence S 0° 20' 30" E for 143.37 feet to the true point of beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Modern Home Builders, Inc. a corporation organized and existing under the laws of the State of Washington, owner in fee simple of the tract of land as shown on the plat of Woodridge Division No. 4, do hereby declare, said plat and dedicate to the public for the use of the public forever all streets and roads thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the corporate seal this 22 day of October, 1958.



Robert A. Williams
SECRETARY
MODERN HOME BUILDERS, INC.

ACKNOWLEDGMENT

I, *Robert A. Williams*, Secretary of Modern Home Builders, Inc. do hereby certify that on this 22 day of October, 1958 personally appeared before me, G. O. Madlock and R. W. Bushup Jr. to me known to be the President and Secretary, respectively, of Modern Home Builders, Inc. the corporation that executed the within and foregoing instrument and who acknowledged to me that they signed and sealed the same as a free and voluntary act and deed of 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.



G. O. Madlock
G. O. MADLOCK
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON BEING AT SEATTLE

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area required for the use district in which it is located.

ENGINEERS CERTIFICATE

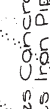
I, *Walter E. Crane*, Reg. Prof. Land Surveyor, do hereby certify that the annexed Plat of Woodridge Division No. 4 is based on an actual survey and subdivision of Sec. 4, T. 24N., R. 5E., W. M., that courses and distances are correctly shown thereon; that the monuments have been set and the lot and block corners staked correctly on the ground; and that I have fully complied with the provisions of the statutes and platting regulations.



Walter E. Crane
WALTER E. CRANE
REG. PROF. LAND SURVEYOR LIC. NO. 4633

TREASURERS CERTIFICATE

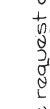
I hereby certify that all property taxes are paid. There are no delinquent special assessments and all special assessments on any of the property herein contained, dedicated as streets, alley, or for other public uses are paid in full.



Robert A. Williams
KING COUNTY TREASURER

APPROVALS

Examined and approved this 25th day of September, 1958.



Robert A. Williams
KING COUNTY ENGINEER

I hereby certify that the within plat of Woodridge Division No. 4 is duly approved by the King County Planning Commission on this 27th day of September, 1958.



Robert A. Williams
KING COUNTY PLANNING COMMISSION

Examined and approved this 26th day of October, 1958.



Robert A. Williams
KING COUNTY BOARD OF COUNTY COMMISSIONERS

Attest: *Robert A. Williams*
COUNTY CLERK, BOARD OF COUNTY COMMISSIONERS

