

In Section 4, Township 24 North, Range 5 East, W.M., King County, Washington.

KNOW ALL MEN BY THESE PRESENTS:

That John Davis & Co. and Woodview, Inc., the owners of all the real property in Woodview #2, King County, Washington, do hereby declare the following Protective Covenants, their conditions and reservations as established, pertaining to all of the property in the said named addition.

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the 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 property 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 covenant 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.

1. All lots in the tract shall be known and be described as residential lots. No structures shall be erected, altered, placed, or be permitted to remain on any residential building plot, other than one, detached, single family dwelling. Based on a conclusion by the architectural control committee, hereinafter provided for, expressed in writing that the harmonious development of the premises will not be adversely affected, a bi-level or a tri-level or a two story dwelling may be permitted.

2. No building shall be located nearer than 20 feet to the front lot line, or nearer than 15 feet to the side street line.

3. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 8500 square feet.

4. 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.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet.

WOODVIEW

5091038

6. Easements are hereby reserved over and upon any residence tract or tracts for guy wires and guy poles for utility pole lines, where necessary, and under, over and across a right of way 5 feet in width on each side of the common boundary line of any residence tract and 10 feet in width under, over and across any portion of any such tract or tracts not adaptable or previously used as a building site in the original installation for construction and replacement and maintenance of water pipe lines and sewage pipe lines, conditioned that upon any entry for installation, replacement or maintenance the entity furnishing the utility shall restore the surface of the ground substantially to its original conditions with reasonable expedition, easements, other than for guy wires and guy poles, that are not in use by a utility within 5 years from date of record hereof, shall automatically terminate.

7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within 8 months after date of commencement of construction and shall be connected to septic tank of public sewer.

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

9. 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 purpose.

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

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

12. Until public sewers are available, 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 authority.

13. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by an architectural control committee composed of the following members:

Howard T. Harstad	2512 2nd Ave.	Seattle, WA
B. J. Qualheim	2512 2nd Ave.	Seattle, WA
Carl A. Jonson	Central Building	Seattle, WA

or by a representative designated by a majority of the committee. In the event of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee or its authorized representative shall have authority to pass on the following:

## Siting of Building

1. Setback
2. Interference with view or with other houses
3. Suitability for sewage disposal
4. Height limitation

## Construction

1. Appearance
2. Interference with view or with other houses

## Sewage Disposal

1. Adequacy and workability

The property owner shall pay all attorney fees, court costs, and other expenses incurred in enforcing the decision of the committee. In the event said committee, or its designated representative fails to approve or disapprove the design and location within 30 days after the 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 has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with fully.

The members of the committee or its designated representative shall receive no compensation for services performed pursuant to the covenant. The powers and duties of such committee, and of its designated representative, shall cease when 90% of said residence tracts shall have been originally sold by the grantors or developers, or by the successor or successors in interest of any thereof. 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 in the subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4944220

# WOODVIEW NO.2

## SECTIONS 4 & 9, TWP 24 N, R5 E, W.M.

### KING COUNTY, WASHINGTON

SCALE: 1" = 100'

#### APPROVALS

Examined and approved this 11<sup>th</sup> day of Sept. A.D., 1958.

*D. L. Evans*  
County Road Engineer

I hereby certify that the within PLAT of WOODVIEW NO. 2 is duly approved by the King County Planning Commission this 12<sup>th</sup> day of Sept. A.D. 1958.

*R. B. Bennett*  
VICE Chairman  
*W. C. ...*  
Secretary

*Edward B. Sand*  
Planning Officer

Examined and approved this 5<sup>th</sup> day of September A.D., 1958

*Howard Odell*  
Chairman, Board of County Commissioners

Attest: *Roger R. ...*  
Clerk, Board of County Commissioners



#### TREASURER'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments on any of the property herein contained, dedicated as streets, alleys or for other public use are paid in full. This 2 day of Sept. A.D. 1958.

A. A. Tremper  
King County Treasurer

By: *Douglas S. Kirk*  
Deputy County Treasurer



#### RECORDING CERTIFICATE

4944220  
Filed for record at the request of the King County Commissioners this 11<sup>th</sup> day of September A.D., 1958 at 12 minutes past 2 P.M. and recorded in Volume No. of Plats, Pages 36-37, Records of King County, Washington.

*Robert A. Morris*  
County Auditor

*M. R. Williams*  
Deputy County Auditor

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, we the undersigned owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets and avenues and easements shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the streets and avenues shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10 day of September A.D. 1958.

*B. J. Qualheim* *Harriet* *Harstad*  
*Beverly Qualheim* *Harold T. Harstad*  
*Mamie Drenth* *Harold W. Kent*  
*Wilmie Kent*  
by *Carl A. Jonson, Secy*

#### ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
COUNTY OF KING ) S.S.

THIS IS TO CERTIFY that on this 10 day of September 1958, before me, the undersigned, a NOTARY PUBLIC, personally appeared Howard T. Harstad and Harriet Harstad, his wife; B. J. Qualheim and Beverly Qualheim, his wife; Harold W. Kent and Wilmie Kent, his wife; Mamie Drenth, a widow; to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written



*Carl A. Jonson*  
NOTARY PUBLIC in and for the State of Washington residing in Seattle

STATE OF WASHINGTON )  
COUNTY OF KING ) S.S.

THIS IS TO CERTIFY that on this 10 day of September, 1958, before me, the undersigned, a NOTARY PUBLIC, personally appeared Carl A. Jonson, Secretary of Woodview Inc., the Corporation that executed the within and 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 was authorized to execute the said instrument and that the seal is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written



*Carl A. Jonson*  
NOTARY PUBLIC, in and for the State of Washington residing in Seattle

SEALS OF CORPORATIONS

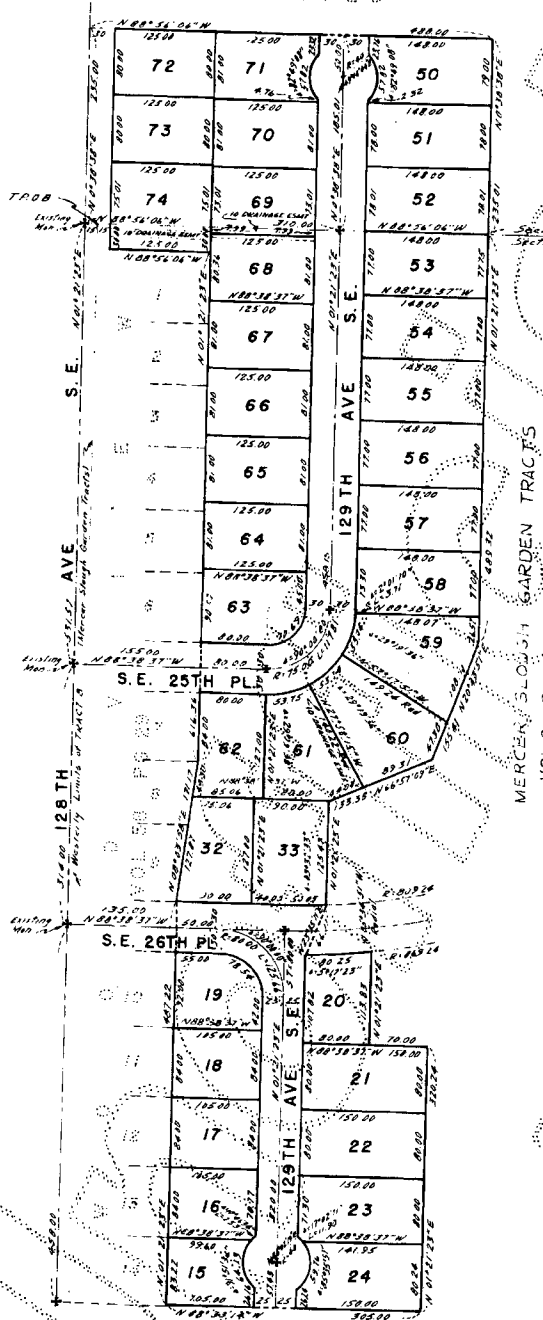
# WOODVIEW NO. 2

## SECTIONS 4 & 9, TWP 24 N, R 5 E, W.M.

### KING COUNTY, WASHINGTON

SCALE: 1" = 100'

UNPLATTED



### DESCRIPTION

This PLAT OF WOODVIEW NO. 2 embraces the following: The West 488 ft. of the South 235 ft. of the SE 1/4 of the SE 1/4 of Section 4, Twp 24 N, R 5 E, W.M. less the West 30.0 ft. thereof for county roads.

Together with that portion of Tracts 7, 8, 9 and 10 of the plat of Mercer Slough Garden Tracts as recorded in Volume 8 of Plats, Page 91, Records of King County, Washington, and Volume 10 of Plats, Page 10, Records of King County, Washington, and Volume 10 of Plats, Page 10, Records of King County, Washington, said part being: Beginning at the Northwest Corner of said Tract 8, said part being: the True Point of Beginning, thence S 88° 56' 06" E a distance of 473.00 ft. along the Northerly Limits of said Tract 8; thence S 01° 21' 23" W a distance of 489.32 ft.; thence S 20° 43' 51" W a distance of 155.41 ft.; thence S 66° 57' 09" W a distance of 133.35 ft.; thence S 01° 21' 23" W a distance of 125.47 ft.; thence S 23° 35' 11" W a distance of 66.11 ft.; thence along a curve to the left, the center of which bears N 00° 17' 28" W having a radius of 869.24 ft. an arc distance of 80.20 ft.; thence S 01° 21' 23" W a distance of 113.83 ft.; thence S 88° 58' 37" E a distance of 70.00 ft.; thence S 01° 21' 23" W a distance of 320.24 ft. to a point on the Southerly Limits of said Tract 10; thence N 88° 33' 14" W a distance of 305.00 ft. along said Southerly Limits of Tract 10; thence N 01° 21' 23" E a distance of 487.22 ft.; thence N 08° 03' 58" E, a distance of 171.17 ft.; thence N 01° 21' 23" E a distance of 616.36 ft.; thence N 88° 56' 06" W a distance of 140.00 ft.; thence N 01° 21' 23" E a distance of 30.00 ft. to the True Point of Beginning. ALL IN KING COUNTY, WASHINGTON.

### 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 located.

### ENGINEER'S CERTIFICATE

I hereby certify that the plat of WOODVIEW NO. 2 is based upon an actual survey and subdivision of Sections 4 & 9, Twp 24 N, R 5 E, W.M.; that the courses and distances are shown correctly thereon; that the monuments have been set and lot and block corners staked correctly on the ground and that I have fully complied with the provisions of the statutes and platting regulations.

WASHINGTON NORTH  
LAMBERT GRID  
N 01° 21' 23" E K.C.A.S. =  
N 01° 20' 53" E Woodview No. 1

Howard J. Harstad & Associates  
Consulting Engineers  
*Howard J. Harstad*  
Professional Engineer & Land Surveyor  
Certificate No. 6081



MERCER SLOUGH GARDEN TRACTS  
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