

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners, purchasers on contract and mortgagee, of the following described real estate situated in King County, Washington, to-wit:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 29 North, Range 4 E.W.M., except County Roads,

by the execution and recording of this instrument do hereby establish the protective restrictions, conditions and covenants hereinafter set forth and subject to which all lots, tracts and parcels of land in said plat shall hereafter be held or sold or conveyed by such owners, and shall inure to and pass with said property and each and every parcel of land therein and shall apply to and bind the respective successors in interest of each and all of the present and future owners of said land as a servitude in favor of said property and each and every lot, tract and parcel of land therein as a dominant tenement or tenements as follows, to-wit:

1. All governmental regulations relating to the use or occupancy of said premises.
2. No structure shall be erected or maintained in any manner on any building plot other than one detached single family dwelling not to exceed two and one half stories in height, with private garage for not more than two cars and outbuildings incidental to residential use of the plot.
3. No buildings shall be located nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building, except a garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side line. No residence or attached appurtenance shall be erected or maintained, the front of which is more than 40 feet from the front lot line.

4. No residence shall be erected or maintained on any building plot which plot has an area of less than 10,000 square feet nor a width of less than 75 feet at the front building set-back line.

5. No person of any race other than the White race shall use or occupy any building or any lot but this shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

6. 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.

7. No dwelling costing less than \$2,500.00 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 600 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.

8. Any dwelling or structure erected or placed on this tract shall be completed as to external appearance, including finished painting, within nine months from date of construction and shall be connected with septic tank.

9. Until public sewers are available, all sewage disposal shall be by means of tile septic tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of Public Health and the local authority.

10. No residence shall be erected until the design has been approved by either, (a) the subdivider or its successor, or (b) a majority of a committee of three elected by a majority

of the property owners in said land. If no action is taken for thirty days after plans for residence are submitted, then such approval shall be unnecessary.

The foregoing covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1936, 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22nd day of July, 1940.

Albert Dollman
Albert Dollman

Edith Dollman
Edith Dollman

Lorne W. Webber
Lorne W. Webber

Pearl Webber
Pearl Webber

Elsie Huntoon formerly Elsie Huntoon-Vestnys.

Elsie Huntoon, formerly Elsie Huntoon Vestnys, sole heir of Clara E. Huntoon estate.

Wilbert Vestnys
Wilbert Vestnys, administrator with the will annexed of Clara E. Huntoon.

OWNERS

Don Rummell
Don Rummell

Eve Rummell
Eve Rummell

Stanley Norman
Stanley Norman

Harriet Norman
Norman

PURCHASERS ON CONTRACT

(Aud. Note: Corporate Seal not affixed)

WHITE & BOLLARD, INC.

By [Signature]
Vice-President

By [Signature]
Treasurer
MORTGAGEE.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, the undersigned, Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on this 22nd day of July, 1940, personally appeared before me ALBERT DOLIMAN, EDITH DOLIMAN, LORNE W. WEBER, PEARL WEBER, ELSIE HUNTOON, formerly Elsie Huntoon Vestnys, sole heir of Clara E. Huntoon estate, WILBERT VESTNYS, administrator with the will annexed of Clara E. Huntoon estate, DON RUMMELL, EVE RUMMELL, STANLEY NORMAN and HARRIETT NORMAN, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22nd day of July, 1940.

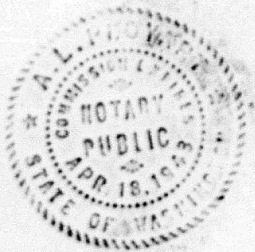


A. L. Ployart
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22nd day of July, 1940, before me personally appeared B. J. SMITH and V. V. SMITH, to me known to be the Vice-President and Treasurer, respectively, of 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 they were authorized to execute said instrument and that the seal affixed thereto 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.



A. L. Ployart
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record July 23 1940, 11:26 AM
Request of Allen Hitchings
EARL MILLIKIN, County Auditor

HUNTOON'S HALLER LAKE ADD

SECTION 1

SCALE: 1" = 100'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE, MORTGAGEES, AND CONTRACT PURCHASERS OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND AVENUES SHOWN HEREON, 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 OR FILLS UPON THE LOTS, BLOCKS AND PARCELS SHOWN HEREON AND IN THE ORIGINAL REASONABLE GRADING OF ALL STREETS AND AVENUES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 22ND DAY OF JULY 1940

ALBERT DOLLMAN _____ OWNERS IN FEE SIMPLE
 EDITH DOLLMAN _____
 LORNE W. WEBER _____
 PEARL WEBER _____

ELSIE HUNTOON FORMERLY ELSIE HUNTOON VESTNYS
 SOLE HEIR OF CLARA HUNTOON, DECEASED

WILBERT VESTNYS, ADMINISTRATOR

DON RUMMELL _____ PURCHASERS ON CONTRACT
 EVA RUMMELL _____

STANLEY NORMAN _____
 HARRIET NORMAN _____

WHITE & BOLLARD _____ MORTGAGEE
 BY B. J. SMITH, VICE PRES

V. V. SMITH _____ PRES



DESCRIPTION

HUNTOON'S HALLER LAKE ADD EMBRACES THE EAST 185.00 FT OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 TWP 26 NORTH, RANGE 4 EAST, W.M. EXCEPT THE SOUTH 230 FT THEREOF, AND EXCEPT MERIDIAN AVE

RESTRICTIONS

ALL LOTS OR PARCELS THEREOF IN THIS PLAT ARE RESTRICTED TO R-1 (RESIDENCE) USE AS DEFINED BY KING COUNTY PLANNING COMM., AND BY ADDITIONAL RESTRICTIONS FILED IN KING COUNTY AUD. FILES, VOL. 1911 DEEDS PG 401

EXAMINED AND APPROVED THIS 9 DAY OF AUG. 1940

H. H. SISLER
 KING COUNTY ROAD ENGINEER

BY _____ DEPUTY

EXAMINED AND APPROVED THIS 20TH DAY OF AUGUST, 1940

JACK TAYLOR
 CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

EARL MILLIKIN
 CLERK, BOARD OF COUNTY COMMISSIONERS
 BY MARION KELEZ

WE HEREBY CERTIFY THAT THE WITHIN PLAT "HUNTOON'S HALLER LAKE ADD" IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS 20 DAY OF AUGUST 1940

R. G. TYLER
 CHAIRMAN
 OTWAY PARDEE
 SECRETARY
 JOSHUA H. VOGEL
 PLANNING ENGINEER

SURVEYORS CERTIFICATE

WE HEREBY CERTIFY THAT THIS PLAT "HUNTOON'S HALLER LAKE ADD" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF THE SECTION ABOVE DESCRIBED; THAT DISTANCES AND COURSES ARE SHOWN CORRECTLY HEREON; THAT MONUMENTS AND CORNER STAKES HAVE BEEN SET CORRECTLY; THAT THE PLAT IS IN FULL CONFORMITY TO ALL PROVISIONS OF THE STATUTES AND REGULATIONS GOVERNING PLATTING TO THE BEST OF OUR KNOWLEDGE AND ABILITY.

GARDNER, GARDNER & HITCHINGS INC

BY ALLEN HITCHINGS
 STATE CERTIFICATE #199
 RENEWAL #247 821

311810

JULY 24 1940

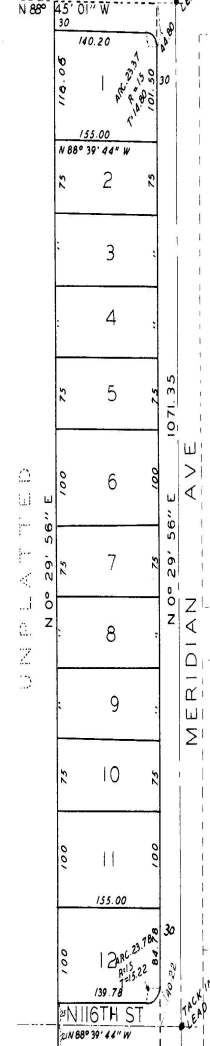
FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 26 DAY OF AUG. A.D. 1940 AT 52 MIN PAST 9 A.M. AND RECORDED IN VOL 36 PAGE 36 RECORDS OF KING COUNTY, WASHINGTON

EARL MILLIKIN
 COUNTY AUDITOR

BY _____ DEPUTY AUDITOR

HALLER LK TRACTS

N 120TH ST
 N 88° 45' 01" W



UNPLATTED

N 115TH ST
 N 88° 39' 44" W

