

3263283

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, WILLIAM H. SEARS and MABEL SEARS, husband and wife, hereinafter called "The Owners" are the owners of the following described land:

All of that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9T. 23N. N.R. 4E. W.M. lying East of the Military road King County, Washington

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned are "The Owners" of the real estate situated in King County, Washington, known as MABELL 2ND ADDN and are desirous that all sales of property in said tract 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 certify and declare 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, 1967, 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 so 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 in this subdivision 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 in the subdivision,

and as to location of the building with respect to topography and finished ground elevation by a committee composed of WILLIAM H. SEARS, and R. R. THOMPSON, or by a designated representative 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 has 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 in this subdivision 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 the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a detached garage or other outbuilding located seventy-five (75) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

(7) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than 55 feet at the front building setback line.

(8) 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.

(9) 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.

(10) No dwelling costing less than \$5000 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 720 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.

(11) A 5' easement over lots Nos. 11 to 14, inclusive, Block 1 is reserved as shown on the recorded plot, for utility installation and maintenance.

(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 septic tank or public sewer.

(13) No person of any race other than the White or Caucasian race shall use or occupy and building on 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 Mabell Building Corporation. 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) Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State of Washington Department of Health and the local Authority shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Health Authority.

(16) No building nor any portion of any building, nor any driveway nor any other structure shall be placed or maintained between the northeasterly boundary of Military Road and a line running parallel thereto and a distance of 10 feet northeasterly therefrom, and between the easterly boundary of 24th Avenue South, (from the northeast corner of the intersection with Military Road to the northern tract boundary), and a line running parallel thereto and a distance of 10 feet easterly therefrom. Said 10 foot strips of ground running parallel to said streets shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strips of ground is prohibited except for the purposes of installation and maintenance of plant material.

(17) 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.

(18) Nothing contained in this agreement shall prohibit "The Owners" 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 Owners" of said property have executed this instrument this 20th day of August, 1942

William H. Sears
WILLIAM H. SEARS

Mabel Sears
MABEL SEARS

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 20th day of August, A. D. 1942, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM H. SEARS and MABEL SEARS, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Earl E. Wilson
Notary Public in and for the State of Washington, residing at Seattle

Filed for Record Sept. 8, 1942 3:03 P.M.
Request of Seattle Trust & Savings
ROBERT A. MORRIS, County Auditor

MABELL 2ND ADDITION

ALL OF THAT PORTION OF THE NW1/4 NW1/4 SE1/4 SEC. 9T. 23N. R. 4 E. W. M.
LYING EAST OF THE MILITARY ROAD. KING COUNTY, WASHINGTON

SCALE: 1 INCH = 100 FEET
DON. H. EVANS,
CIVIL ENGINEER

DESCRIPTION

THIS PLAT OF MABELL 2ND ADDITION COVERS AND INCLUDES ALL OF THAT PORTION OF THE NW⁴ OF THE NW⁴ OF THE SE⁴ OF SECTION 9, TWP. 23N. RANGE 4E.W.M. LYING EAST OF THE MILITARY ROAD. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 9, WHICH POINT IS A STONE MONUMENT ESTABLISHED BY COURT DECREE, CAUSE NO. 317812, RECORDS OF KING COUNTY, WASHINGTON, THENCE S 19° 12' 27" W A DISTANCE OF 111.863 FT. ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9 THENCE S 46° 32' 20" E A DISTANCE OF 790.863 FT. THENCE S 89° 18' 55" E A DISTANCE OF 63.244 FT., THENCE N 1° 19' 57" E A DISTANCE OF 647.79 FT., THENCE N 89° 12' 29" W A DISTANCE OF 650.08 FT. TO THE POINT OF BEGINNING, LESS COUNTY ROADS.

ALL COURSES AND DIMENSIONS ARE AS SHOWN ON THE FACE OF THE PLAT. ALL MONUMENTS ARE OF CONCRETE EXCEPT AS OTHERWISE DESIGNATED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED WILLIAM H. SEARS AND MABEL SEARS, HIS WIFE, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE FOR 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 ALL PARKS, EASEMENTS OR WHATEVER PUBLIC PROPERTY OR PLACES THAT ARE SHOWN ON THE PLAT FOR THE PURPOSE THEREON INDICATED; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS OR PARCELS OF LAND SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF ALL THE STREETS, AVENUES AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 28TH DAY OF MAY A. D. 1942.

WILLIAM H. SEARS
MABEL SEARS

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } ss

THIS IS TO CERTIFY THAT ON THIS 28TH DAY OF MAY A. D. 1942 BEFORE ME, THE UNDER SIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM H. SEARS, AND MABEL SEARS, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

EARLE WILSON
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT SEATTLE.



RESTRICTIONS

ALL LOTS IN THIS PLAT ARE RESTRICTED TO R-1 RESIDENCE USE AS PROVIDED IN DISTRICTING (ZONING) RESOLUTION NO. 6494, KING COUNTY PLANNING COMMISSION. NO LOT OR PORTION OF A LOT OF 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 STATED ON THIS PLAT; NAMELY 6000 SQUARE FEET FOR RESIDENCE USE R-1

NO COVERED STRUCTURE SHALL BE BUILT IN WHOLE OR IN PART, NEARER THE STREET THAN THE BUILDING LINE SHOWN ON THIS PLAT. THE 10 FOOT PARK PLANTING RESTRICTED AREA SHOWN ON THIS PLAT SHALL BE USED FOR THAT PURPOSE ONLY. NO DWELLING SHALL FACE SAID PLANTING RESTRICTED AREA; NOR SHALL ANY DRIVEWAYS TO DWELLINGS BE CONSTRUCTED THRU IT. 5 FOOT EASEMENTS ARE FOR PUBLIC UTILITIES ONLY, AND ARE LOCATED AS SHOWN ON PLAT.

THIS PLAT IS SUBJECT TO FURTHER RESTRICTIONS AS RECORDED IN VOL. 2077 OF DEEDS, PAGE 56

I HEREBY CERTIFY THAT THE PLAT OF MABELL 2ND ADDITION IS BASED UPON AN ACTUAL SURVEY AND SUB-DIVISION OF SECTION 9 TWP. 23N. R. 4 E. W. M. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS GOVERNING PLATTING.

DON H. EVANS
CERTIFICATE NO. 516
RENEWAL NO. E1233
DATE 1-22-42



EXAMINED AND APPROVED THIS 22ND DAY OF SEPTEMBER A. D. 1942

J. R. HEATH
KING COUNTY ROAD ENGINEER
DEPUTY COUNTY ROAD ENGINEER



I HEREBY CERTIFY THAT THE WITHIN PLAT OF MABELL 2ND ADDITION IS DULY APPROVED BY KING COUNTY PLANNING COMMISSION THIS 7TH DAY OF OCT. A. D. 1942

C. S. HARLEY
CHAIRMAN OR VICE CHAIRMAN

OTWAY PARDEE
SECRETARY

DON S. JOHNSON
PLANNING ENGINEER AND EXECUTIVE OFFICER

EXAMINED AND APPROVED THIS 28TH DAY OF SEPTEMBER A. D. 1942

TOM SMITH
CHAIRMAN, BOARD OF KING CO. COMM.
ATTEST: ELMER H. KENNEDY
CLERK, BOARD OF KING CO. COMM.



3269410

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 7 DAY OF OCT. A. D. 1942 AT 06 MINUTES PAST 3 P. M. AND RECORDED IN VOLUME 38 OF PLATS, PAGE 48, RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITOR

M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR

