

3984758

PROTECTIVE COVENANTS  
COVERING THE  
PARKWOOD ADDITION  
DIVISION NUMBER TWO (2)

BY

WESTERN LAND COMPANY INC,  
SEATTLE, WASHINGTON.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st 1975, at which time said Covenants shall be automatically extended for successive periods of 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.

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 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling for single family occupancy only, not to exceed one and one-half stories in height and a private garage for not more than two cars.

B. 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 Don S. Johnson and Albert S. Balch, or by a representative designated by a majority 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 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 the Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1st 1960. 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.

C. No building shall be located nearer to the front line of the lot or nearer to the side street line than the building setback lines shown on the record plat. In any event, no building shall be located on any residential lot nearer than 20 feet to the front lot line, nor nearer than 15 feet to any side street line.

No building except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building set-back line.

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

F. 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.

G. No dwelling costing less than \$4500 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 700 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within 9 months from date of commencement of construction and shall be connected to septic tank or public sewer.

COVENANTS

J. 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.

K. No fence, wall, hedge or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

L. No person of any other race than the white or caucasian race shall use or occupy any building or any lot, ~~except~~ that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

*Don S. Johnson*  
*Don S. Johnson*  
*FILED FOR RECORD*

Seattle, Washington, this 14th day of February 1950

OWNERS IN FEE

PARKWOOD ADDITION  
DIVISION NO. TWO (2).

Western Land Company Inc.,  
a Washington corporation.

BY *Don S. Johnson*  
Don S. Johnson, President.

*Albert S. Balch*  
Albert S. Balch, Vice President and Secretary.



Filed for Record *Feb. 14 1950 2:30 P.M.*  
Request of *Don S. Johnson*  
ROBERT A. MORRIS, County Auditor

