

Auditors File No. _____

Date _____

5013629

ROBINSON & STEWART ADDITION
TO
SHERWOOD FOREST

Owners in fee simple or having interest in lands herein described are:

J. E. Long
Patricia Long
Robinson & Stewart, Inc. - a Washington corporation
Securities Mortgage Co. - a Washington corporation

Of lands legally described as:

The East 473' of a portion of the South $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ Section 23, Twp. 25 N., Range 5 East, W. M., lying East of the Bellevue-Redmond Road, King County, Washington.

The following stated covenants and restrictions shall apply to all the lots (1 thru 21) within the Robinson & Stewart Addition to Sherwood Forest.

All the lots in the Robinson & Stewart Addition to Sherwood Forest shall be residence lots. No part or portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership or any portion of this plat shall be less than the area required for use in District in which it is sold.

A building site shall consist of at least

- (a) One such resident lot or more as shown on said plat herein.
- (b) Parcel composed of such resident lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of the lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon the property of Robinson & Stewart Addition to Sherwood Forest except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other than a single detached dwelling house, except that appurtenances to any dwelling house, such as private garages, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

No building may be erected on any of the said building sites containing less than 1200 square feet of floor area, exclusive of garages, garden houses and other appurtenances mentioned above. No dwelling shall be permitted on any lot at a cost of less than \$12,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 the minimum permitted dwelling size.

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 and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat, except a new prefabricated structure of any kind and type approved as stipulated. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon. No trailers shall be kept upon said property except inside of garages.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until said building and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within six months from the date of commencement of construction unless prevented by causes beyond the owner's control.

No noxious or undesirable thing or undesirable use of the property shall be permitted on said property or in said addition.

No trash, ashes or other refuse may be thrown or dumped on any lot of said addition.

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 that they are not kept, bred, or maintained for any commercial purpose.

Driveways shall be blacktopped from street edge to property line by builder of residence.

All bathroom, sink and toilet conveniences shall be inside of house or building and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by King County and State of Washington Health Authorities. The drains from said septic tank shall be kept within the building limits of each tract hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authorities.

No sign of any kind shall be displayed to the public view on any lot more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of Washington State Health Authorities. Approval of such system as installed shall be obtained from such authority.

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Only one story and Daylight Basement dwellings shall be permitted but in no case shall any or ridge or peak be more than 20 feet above the high point of the finished grade of said lot. No dwelling house or any part thereof or any other structure except as herein specified, exclusive of fences and similar structures, shall be placed nearer than 20 feet to or from the street line of the building site on which it is located, measured at the closest point of said structure to the said front or street line, nor shall any building or structure be placed closer than 5 feet to any lot side line. Garages shall be attached to the houses whenever possible. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No dwelling shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to any side street line.

All buildings to be erected in Robinson & Stewarts Addition to Sherwood Forest shall be approved by the Architectural Control Committee. The Architectural Control Committee shall be composed of:

1. Mr. R. G. Robinson
1432 130th N. E.
Bellevue, Wash.
2. Mr. Lennox Scott
John L. Scott, Realtors
Bellevue, Wash.
3. Mr. William Jennings
Securities Mortgage Co.
300 Securities Bldg.
Seattle 1, Wash.

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 the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.

As to all improvements, construction and alteration in the Robinson and Stewart Addition to Sherwood Forest, the said Committee shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which is not suitable or desirable in said addition for any reason aesthetic or otherwise, and in so passing upon such design, the Committee shall have the right to take into consideration the suitability of the proposed structure and of the material of which it is to be built to the site upon which it is proposed to erect the same, the harmony with other dwellings therein, with the surroundings and to the effect on the outlook of the adjacent or neighboring property and any and all other factors which in their opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

These restrictive covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until June 1, 1975, at which time said covenants shall be automatically extended for subsequent periods of ten years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs, executors, administrators or assigns shall violate or attempt to violate any of the provisions of these restrictive mutual easements of the Robinson & Stewart Addition to Sherwood Forest, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in the Robinson & Stewart Addition to Sherwood Forest, King County, Washington to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing or to recover damages or other compensations 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.

All the aforesated covenants and restrictions are hereby subscribed to and attested with the signatures of the owners in fee simple and all those having any interest in lands afore described.

J. E. Long J. E. Long this 19th day of March 1959

Patricia Long Patricia Long this 19th day of March 1959

Robinson & Stewart, Inc.

By: Robert Stewart Robert Stewart this 19th day of March 1959
President

By: Richard G. Robinson Richard G. Robinson this 19th day of March 1959
Secretary

Securitized Mortgage Co.

By: W. R. Jennings W. R. Jennings this 2nd day of February 1959
Vice President

By: G. Peterson G. Peterson this 2nd day of February 1959
Assistant Secretary

503893

State of Washington)
) ss
 County of King)

On this 25th day of February, 1959, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. R. Jennings and G. Peterson, to me known to be the Vice President, and assistant Secretary respectively of Securities Mortgage Company 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 they were 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 certification above.



O. Steele
 Notary Public in and for the
 State of Washington
 Residing at Seattle

State of Washington)
) ss
County of King)

On this 19 day of March, 1959, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Stewart and Richard G. Robinson, to me known to be the President and Secretary respectively of Robinson & Stewart, Inc. 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 they were 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 certification above.



H. Lennox Scott
Notary Public in and for the
State of Washington
Residing at Bellvue

NOTARY PUBLIC
KING COUNTY, WASH
EXPIRES 12/31/1959

State of Washington)
COUNTY OF KING)

On this 19th day of March, 1959, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. B. Long and Patricia Long, his wife, 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.



James H. Benson
Notary Public in and for the
State of Washington
Residing at Bellevue

Filed for Record March 30 1959
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor