

Subscribed and sworn to before me this 14th day of October, 1940.

Ruth T. Hains  
Notary Public in and for the State of  
Washington, residing at Olympia in  
said County.

Seal of Ruth T. Hains  
Comm. Exp. Nov. 22, 1941

W447000 Filed for record October 24, 1940 at 9:14 AM at the request of Tacoma Eastern  
Trust Co.

By *Ruth T. Hains*

PROTECTIVE COVENANTS  
Applying to

RUSH T. BAKER  
County Auditor

"B E L V I L E R E

An Addition to Olympia, Washington.

KNOW ALL MEN BY THESE PRESENTS, That Geo. F. Yantis and Ruth T. Yantis, husband and wife, and E. W. Steele and Clara R. Steele, husband and wife, all of Olympia, Washington, do hereby provide building restrictions and protective covenants as to use of land, to be applied to "BELVILERE", an addition to Olympia, Washington, except as to Lot Four (4), Block two (2), and Lot Four (4), Block One (1) thereof, which tracts have been sold prior to this date.

1. No part of the land shall be used for any purpose or in any manner other than permitted in Sec. 4, R-1-A, and Sec. 4, R-1-B, Ordinance No. 2270, of the City of Olympia, Washington.

2. 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 private garage for not more than two cars.

3. 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 approved in writing by a majority of a committee composed of The City of Olympia Building Inspector, (now W. R. Turner); The chairman of the City Planning Commission of Olympia (now Walter Graham); and Glenn A. Powell of Olympia, Washington. The successor in office shall fill the vacancy in event either office is vacated, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving members or member - - - shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty (30) days after plans have been submitted to it, or 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. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until the year 1945 at which time the then record owners of a majority of the lots which are subject the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

4. No building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than ten feet to any side street line. No building, except a garage or other outbuilding located seventy feet or more from the front lot line, shall be located nearer than five feet to any side lot line.

5. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5000) square feet nor a width of less than seventy (70) feet at the front building setback line, except that a residence may be erected or placed on Lot One, Block One, and Lot Three, Block Six.

6. 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.

7. No persons of any race other 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.

8. 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.

9. No dwelling costing less than \$2500.00 shall be permitted on any lot in Block Six. No dwelling costing less than \$7500.00 shall be permitted on any lot in Block one or five, inclusive. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred square feet in the case of one-story structure, nor less than seven hundred square feet in the case of a one and one-half story structure.

10. No easement is reserved over the rear five feet of each lot for utility installation and maintenance.

11. That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting



within eight -- months from date of commencement of construction, and shall be connect-  
ed to -- septic tank or public sewerage.

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 the local authority.

13. These covenants are to run with the land and shall be binding on all the  
parties and all persons claiming under them until January 1, 1966, 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.

14. 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.

15. 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.

Signed this 22nd day of October, 1940.

Muth T. Yantis  
Clara R. Steele  
E. N. Steele  
Geo. F. Yantis

STATE OF WASHINGTON }  
County of Thurston } ss.

THIS CERTIFIES That on this 22nd day of October, 1940, before me, a Notary Public  
in and for the State of Washington, personally appeared the within named GEORGE F. YANTIS,  
MUTH T. YANTIS, husband and wife, and E. N. STEELE, whose names are subscribed to the  
foregoing instrument, as parties there, personally known to me to be the individuals  
described in and who executed the within deed, and acknowledged the same to be the free  
act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

Seal of Dorothy Dunn  
Comm. Exp. Sep. 4, 1944

Dorothy Dunn  
Notary Public in and for the State of  
Washington, residing at Olympia

State of Indiana }  
County of Montgomery } ss.

This certifies that on this 21st day of October, 1940, before me a Notary Public  
in and for the State of Indiana, personally appeared Clara R. Steele, known to me  
personally to be the individual described herein and acknowledged this to be her free  
act and deed.

Seal of Eunice Sharpe  
Commission Exp. Aug. 13, 1943

Eunice Sharp  
N. P.

My Commission expires Aug. 13, 1943.

#242961 Filed for record October 24, 1940 at 10:54 A. M. request of E. N. Steele.

By Maud M. Taylor  
Deputy

BUSH T. BAKER  
County Auditor

STATUTORY WARRANTY DEED

THE GRANTORS, Albert Smith and Maud Smith, husband and wife, of Olympia, Washington  
for and in consideration Ten and no/100 (\$10.00) DOLLARS in hand paid, convey and warrant  
to Effie F. Mills and Fred R. Brewer, the following described Real Estate:

Tracts 1 to 7 inclusive of Sargent's Home Tracts,  
free and clear of all incumbrances

Situated in the County of Thurston, State of Washington.

Dated this 23rd day of October, 1940.

WITNESSES:

Albert Smith SEAL  
Maud Smith SEAL

STATE OF WASHINGTON }  
COUNTY OF THURSTON } ss.