

R E S O L U T I O N

WHEREAS, the Board of Education, Everett School District No. 2, Snohomish County, Washington has received a request from Earl L. Phillipoteaux and Beatrice Phillipoteaux, husband and wife, and Elmer A. Tholen and Irma R. Tholen, husband and wife, that said Everett School District No. 2 join with other owners of real property located in the Plat of View Acres in executing Waiver of Restrictive Covenants, a copy of said Covenants being attached hereto and made a part hereof; and

WHEREAS, the Board has discussed and considered such request; and

WHEREAS, it appears to said Board of Education that said Waiver of Restrictive Covenants would be of some benefit to said School District and to the general area and would not have any present or future injurious effect to said School District,

NOW, THEREFORE, BE IT RESOLVED: That the Board of Education of Everett School District No. 2 does hereby approve the Waiver of Restrictive Covenants insofar as said District is concerned; and

BE IT FURTHER RESOLVED: That the President and Secretary of said Board be and they are hereby authorized and directed to execute on behalf of said School District the said Waiver of Restrictive Covenants.

DATED this 4 day of March, 1963.

BOARD OF EDUCATION, EVERETT SCHOOL
DISTRICT NO. 2, SNOHOMISH COUNTY,
WASHINGTON

By Stanley B. Mitchell
President

ATTEST:

A. Johnson
Secretary

WAIVER OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned each has an interest in and to real property situated in the Plat of View Acres, as per plat recorded in Volume 12 of Plats on Page 61, records of Snohomish County; situate in the County of Snohomish, State of Washington, and

WHEREAS, certain restrictive covenants affecting said Plat are contained in an instrument made by THE EVERETT IMPROVEMENT COMPANY, a Washington corporation, dated April 8, 1947, filed in the Auditor's Office of Snohomish County, Washington, on April 8, 1947, under File No. 841156 and recorded in Volume 393 of Deeds on Page 67, and

WHEREAS, said restrictive covenants provide, amongst other things, that Lots 1 to 51 inclusive of said Plat shall be known as residential lots and no structure shall be erected or placed on any of the above described lots except one single detached residence and private garages and other small out buildings appurtenant to said residence, and Lots 4 and 5 shall be considered as one lot in the interpretation and application of these restrictions, and

WHEREAS, Earl L. Philipoteaux and Beatrice Philipoteaux, husband and wife, are the owners in fee simple of the West 120 feet of Lot 46, and E. L. Griffin and Elma G. Griffin, husband and wife, are the owners in fee simple of the West 120 feet of Lot 45, and said parties desire that one single detached residence and private garage be constructed upon the West 120 feet of Lots 45 and 46 of said Plat, and

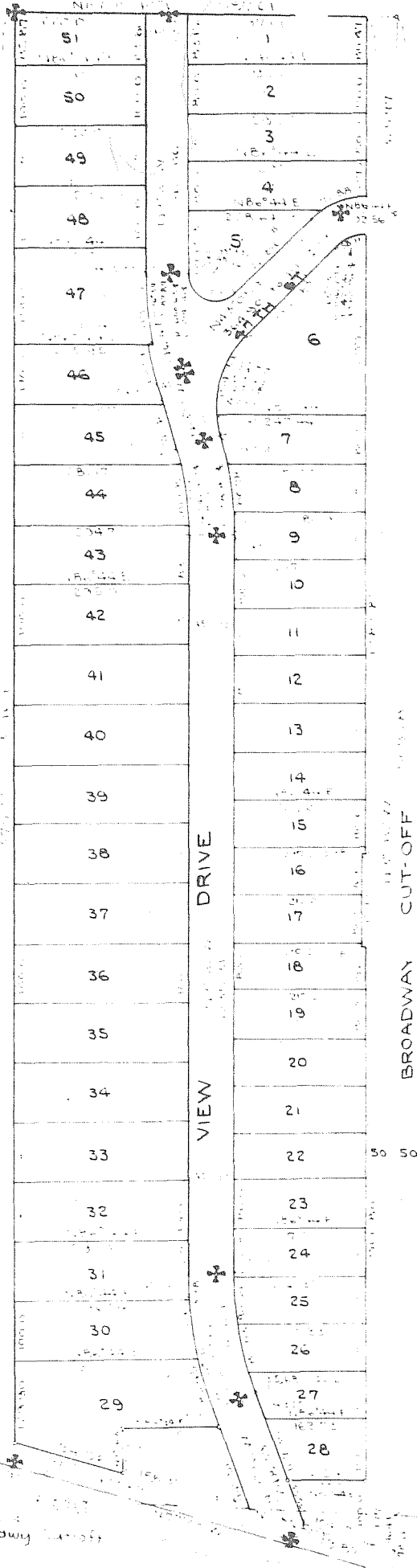
WHEREAS, Elmer A. Tholan and Irma R. Tholan, husband and wife, are the owners in fee simple of Lots 4 and 5 of said Plat and desire that said Lots 4 and 5 be considered as two lots in the interpretation and application of said restrictions and that one single detached residence and private garage be constructed upon that portion of said Lots 4 and 5 lying East of a line that is parallel to and 187 feet West of the West line of the Broadway Cutoff;

NOW, THEREFORE, in consideration of mutual benefits to be derived by each of the parties hereto, the undersigned, each for themselves, do hereby waive restrictive covenant designated (b) and the first sentence of restrictive covenant designated (a) of said restrictive covenants as the same applies to the property of Earl L. Philipoteaux and Beatrice Philipoteaux, husband and wife, and E. L. Griffin and Elma G. Griffin, husband and wife, and Elmer A. Tholan and Irma R. Tholan, husband and wife, as hereinabove described and set forth, and do hereby consent to the construction of one single detached residence and private garage only upon each of the following described tracts: The West 120 feet of Lots 45 and 46 of said Plat; Lot 5 of said Plat except that portion thereof lying East of a line that is parallel to and 187 feet West of the West line of Broadway Cutoff; and that portion of Lots 4 and 5 of said Plat lying East of a line that is parallel to and 187 feet West of the West line of Broadway Cutoff.

It is expressly understood and agreed that the foregoing WAIVER OF RESTRICTIVE COVENANTS shall not constitute nor be construed as a waiver or relinquishment of any other provisions of said restrictive covenants, nor shall said Waiver affect any other lots or portions thereof in said Plat other than those hereinabove particularly described.

PLAT OF VIEW ACRES

12-61



Sec 32-23-5
Drawn by
Sec 32-23-5
South Line
Sec 32-23-5