

374856
WARRANTY DEED

The Grantor, SOUTH SEATTLE LAND COMPANY, a Washington Corporation, for and in consideration of fee and no/100 Dollars (\$10.00), in hand paid, conveys and warrants to H. H. McDONALD, the following described real estate, situated in the County of King, State of Washington:

Beginning at the southeast corner of the North one-half of the northwest quarter of Section 8, Township 25 North, Range 4 East, W.M., and running thence along the South line of said North one-half of the northwest quarter, South 89°41'35" West, 1979.772 feet; thence North 0°00'43" East, 230.00 feet to the true point of beginning of this description; thence continuing North 0°00'43" East, 100.00 feet; thence North 89°41'35" East, 327.00 feet; thence South 0°00'43" West, 100.00 feet; thence South 89°41'35" West, 327.00 feet to the true point of beginning, AND, beginning at southeast corner of the North one-half of the northwest quarter of Section 8, Township 25 North, Range 4 East, W.M., and running thence along the South line of said North one-half of the northwest quarter, South 89°41'35" West, 1979.772 feet; thence North 0°00'43" East, 230.00 feet to the true point of beginning of this description; thence continuing North 0°00'43" East, 100.00 feet; thence South 89°41'35" East, 327.00 feet; thence South 0°00'43" West, 100.00 feet; thence South 89°41'35" West, 327.00 feet to the true point of beginning.

Subject to any unpaid charges for installation of water service and for water, electric light, power or sewer service furnished to said premises by a city, town or district.

Subject to easement for electric transmission line over the streets and roads of said unrecorded plat of Beverly Park Division No. 3, as granted by South Seattle Land Company, a corporation, to Puget Sound Power & Light Company, a Massachusetts corporation, by instrument dated July 29, 1937, recorded November 29, 1937, in volume 1765 of deeds, page 257, under auditor's file No. 2975292, records of said county; together with the right to cut brush and trees on adjacent property which, in the opinion of the grantee, constitute a menace or danger to the line, and the right to enter adjacent property for the purpose of making repairs to the line.

Subject to right to make all necessary slopes for cuts or fills on said premises as granted to King County by deed recorded December 13, 1940, in volume 1936 of deeds, page 283, under auditor's file No. 3136414, records of said county.

Subject to Declaration or Protective Restrictions dated January 19, 1940, executed by South Seattle Land Company, a Washington corporation, recorded January 30, 1940, in volume 1881 of deeds, page 531, under auditor's file No. 3083920, records of said county.

Subject to Restrictive Agreement and Easement dated January 21, 1941, executed by South Seattle Land Company, a Washington corporation, recorded January 24, 1941, in volume 1943 of deeds, page 375, under auditor's file No. 3142723, records of said county.

This deed is given pursuant to and in fulfillment of a real estate contract by and between grantor as vendor and grantee as vendee, dated January 29, 1940, and the covenants of warranty contained in this deed are hereby expressly limited to and made as of the 29th day of January, 1940, and there are excepted from the warranties hereof any and all taxes and assessments becoming payable after the 29th day of January, 1940, and any and all liabilities, liens and incumbrances created, permitted or imposed by the grantee or his predecessors, or successors, in interest (other than grantor) in the premises hereby conveyed, or any person claiming by, through or under said grantee or his predecessors, or successors, in interest (other than the grantor) therein.

Dated this 28th day of October, 1945.

SOUTH SEATTLE LAND COMPANY

By H. Maurice Lunde
President

[Signature]
Secretary



2 d. different deeds
1 from 1940 & 1 from 1945

3083920

P. 531-546

RESTRICTIVE AGREEMENT

Agreement made and entered this 19th day of January, 1940
by South Seattle Land Company, a Washington Corporation, hereinafter design-
ated first party witnesseth

Whereas South Seattle Land Company is a duly organized and existing
corporation under the laws of the state of Washington and is now the owner in
fee simple of the following described real property situated in the County of
King, State of Washington, described as:

DESCRIPTIONS IN BLOCK "A", BEVERLY PARK #3 (UNRECORDED)

Description of the West Portion of Lot 1

Beginning at the southeast corner of the northeast quarter of the
northwest quarter of Section 8, Township 23 North, Range 4 East, W.M., and
running thence along the South line of said northeast quarter of the north-
west quarter, South 89°41'35" West, 466.004 feet; thence North 0°02'15" West,
parallel to the East line of said northeast quarter of the northwest quarter,
1080.010 feet; thence South 89°41'35" West, 154.02 feet to the true point of
beginning of this description; thence North 0°18'25" West, 232.97 feet to the
southwesterly margin of the C. D. Hillman Extension Road No. 1; thence South
32°05'05" West, 275.90 feet to a point which bears South 89°41'35" West from
the true point of beginning; thence North 89°41'55" East, 147.80 feet to the
true place of beginning.

Description of East Portion of Lot 1

Beginning at the southeast corner of the northeast quarter of the north-
west quarter of Section 8, Township 23 North, Range 4 East, W.M., and running
thence along the South line of said northeast quarter of the northwest quarter,
South 89°41'35" West, 466.004 feet; thence North 0°02'15" West, parallel to the
East line of said northeast quarter of the northwest quarter, 1080.010 feet to
the true point of beginning of this description; thence South 89°41'35" West,
154.02 feet; thence North 0°18'25" West, 232.97 feet to the southwesterly mar-
gin of the C. D. Hillman Extension Road No. 1; thence southeasterly along the
said margin on the arc of a curve to the left of radius 268.77 feet (the tangent
at this point bears South 22°50'57" East) a distance of 220.59 feet to a point
which bears North 0°02'15" West from the true point of beginning; thence South
0°02'15" East, 84.16 feet to the true place of beginning.

DESCRIPTIONS IN BLOCK "B", BEVERLY PARK NO. 3, (UNRECORDED)

Lot 1 Except South 75 feet

Beginning at the southeast corner of the northwest quarter of Section 8,
Township 23 North, Range 4 East, W.M., and running thence along the South boundary
of said northwest quarter, South 89°00'47" West, 466.065 feet; thence North 0°
02'15" West, parallel to the East line of said northwest quarter, 1205.154 feet
to the true point of beginning of this description; thence South 89°00'47" West,
327.045 feet; thence North 0°02'15" West, 81.25 feet to a line parallel to and 30.00
feet South of the North line of the southeast quarter of said northwest quarter;
thence along the said parallel line, North 89°41'35" East, 327.005 feet; thence
South 0°02'15" East, 77.365 feet to the true point of beginning.

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No building in Beverly Park #3 shall be located on any residence plot nearer than 40 feet to the front lot line, nor nearer than 20 feet to any side street line. No building except a garage or other outbuilding shall be located on any lot or more from the front lot line shall be located nearer than 10 feet to any side lot line.

of

(d) No residential structure shall be erected or placed on any building plot in Beverly Park #3, which plot has an area of less than 25,000 square feet and a width of less than 95 feet at the front building set back line, EXCEPT that single-family residences may be erected on Lot 24, Block F, and except that two single-family residences may be erected on Lot 1, Block A, Lot 1, Block B, Lots 1 and 2 in Blocks C & G, Lot 1, Block D, and Lot 2, Block F; and EXCEPT that one single-family residence may be erected on Lot 23, Block D, and Lot 1, Block F, as shown on the recorded plat.

(e) 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.

(f) No persons of any race other than the Caucasian race shall use or occupy any dwelling or 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.

(g) 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.

(h) No dwelling costing less than Fifteen Hundred Dollars (\$1500.00) 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 five hundred (500) square feet in the case of a one-story structure nor less than five hundred (500) square feet in the case of a one and one-half, two, or two and one-half story structure.

(i) That an easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(j) That these covenants are to run with the land and shall be binding on first party and all persons claiming under it until January 1, 1965, 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.

(k) That if first party or any owner of any portion of said described real property, or any of them or their heirs or assigns, shall violate any of the covenants 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; provided, however, that the making of this agreement by first party shall not obligate it to enforce the terms of this agreement other than to see that any and all contracts and instruments of conveyance executed by first party with respect to said described real property or any portion thereof shall be subject to the covenants as heretofore set forth and first party shall not become or be liable for breach of said covenants by any other than itself.

(l) That 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.

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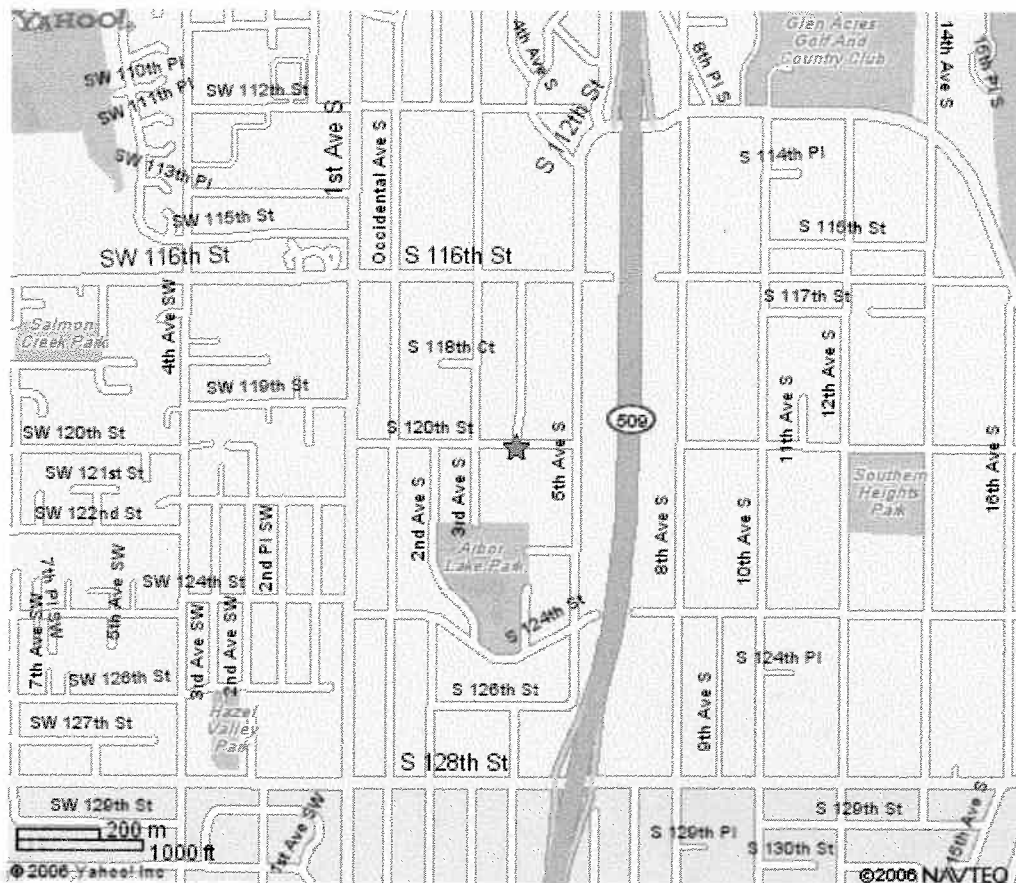
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