

WARRANTY DEED

The Grantor, SOUTH SEATTLE LAND COMPANY, a Washington Corporation, for and in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, warrants and warrants to THEODORE R. BURCHEDEAN and BERNICE E. BURCHEDEAN, his wife, the following described real estate, situated in the County of King, State of Washington:

*off*

Lot thirteen (13), Block ten (10), of Linda & Hill Park Division No. 2, according to plat thereof recorded in Volume 42 of plats, page 4, records of said county

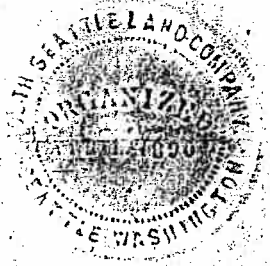
Subject to the right of the public to make all necessary slopes for cuts or fills upon the lots, blocks and tracts of land shown on the plat in the reasonable original grading of all streets, avenues, alleys and roads shown thereon, as granted in the dedication of the plat.

Subject to restrictions as imposed on the face of the plat or said Addition, substantially as follows: No lot or a portion of a lot of this plat shall be divided and sold or resold, or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area required for the use district stated on this plat, namely, 6000 square feet for suburban S-2 use. All lots in this plat are restricted to suburban S-2 use, governed by restrictions, rules and regulations of County Resolution No. 6494 and any subsequent changes made therein by official county resolution.

Subject to Restrictive covenants contained in Declaration of Restrictions and Easement, dated August 28, 1946, executed by South Seattle Land Company, a Washington Corporation, recorded in Volume 2550 of deeds, page 57, under auditor's file No. 3610713, 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 May 18, 1947, and the covenants of warranty contained in this deed are hereby expressly limited to and made as of the 19th day of May, 1947, and there are excepted from the warranties hereof any and all taxes and assessments becoming payable after the 19th day of May, 1947, and any and all liabilities, liens and incumbrances created, permitted or imposed by the grantees or their predecessors, or successors, in interest (other than grantor) in the premises hereby conveyed, or any person claiming by, through or under said grantees or their predecessors, or successors, in interest (other than the grantor) therein.

Dated this 26th day of November, 1947.



SOUTH SEATTLE LAND COMPANY

By H. Maurice Lunde  
President.

By [Signature]  
Secretary.

2 deeds, 1 reference  
another deed,  
- Jon Brooks



3610713

RESTRICTIVE AGREEMENT

-000-

This agreement made and entered into this 28th day of August, 1948, by South Seattle Land Company, a Washington corporation, hereinafter called "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 lots in Linde and Hill Park No. 2, King County, State of Washington, according to plat thereof recorded in the office of King County Auditor, which lots are individually described as follows:

LINDE AND HILL PARK NO. 2

Block 7

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, & 17.

Block 8

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16.

Block 9

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16.

Block 10

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, & 17.

Block 11

Lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, & 14.

Block 12

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34.

Block 13

Lots 1, 2, 3, 4, 5, 6, 7 & 8.

AND WHEREAS, FIRST PARTY INTENDS TO SELL SAID LOTS FROM TIME TO TIME TO OTHERS FOR RESIDENTIAL PURPOSES, EXCEPT AS HEREINAFTER SET FORTH, AND

WHEREAS, It is to the substantial advantage to First Party in making said sales that the restrictive covenants hereinafter set forth be applicable to each and all of the foregoing described lots with the exceptions hereinafter set forth.



10:58  
... is consideration of the advantage to be derived by First Party from the making of this agreement and in consideration of the purchase of any or all of said described lots from time to time by others, First Party does hereby covenant and agree as follows:

I.

That the covenants as hereinafter set forth in this agreement be, and the same hereby are declared to be impressed upon each and all of said described lots as covenants running with the said land for the period hereinafter specified to-wit, until August 31, 1971, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(a) That all of said described lots shall be known and described as residential lots, and 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 a private garage for not more than two cars.

(b) No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of O. R. LINDE, H. MAURINE LINDE and C. E. HILL, or their authorized representative, for conformity and harmony of the 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, disability, or resignation of any member or members of said committee, the surviving member or members shall have authority to appoint another member to fill the vacancy thus created, 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 60 days after plans have been submitted to it, or if not, suit to enjoin the erection of such building, or the making of such alterations have 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 1971, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers, subject to the same limitations as were previously delegated herein to the aforesaid committee.

(c) No building shall be located on any residential building plot nearer than thirty (30) feet to the front lot line nor nearer than ten (10) feet to any side street line. No building except a garage or other outbuilding located sixty (60) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than sixty (60) feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 7,500 square feet or a width of less than sixty (60) feet at the front building setback line.

(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 white race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.



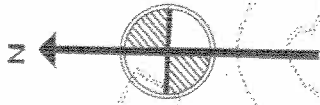
# LINDE AND HILL PARK NO. 2

(PORTIONS OF SW 1/4 OF SE 1/4 AND OF SE 1/4 OF SW 1/4  
SEC. 8, TWP. 23N., R. 4E., W. 4M.)

H. W. RUTHERFORD,  
CONVEYER

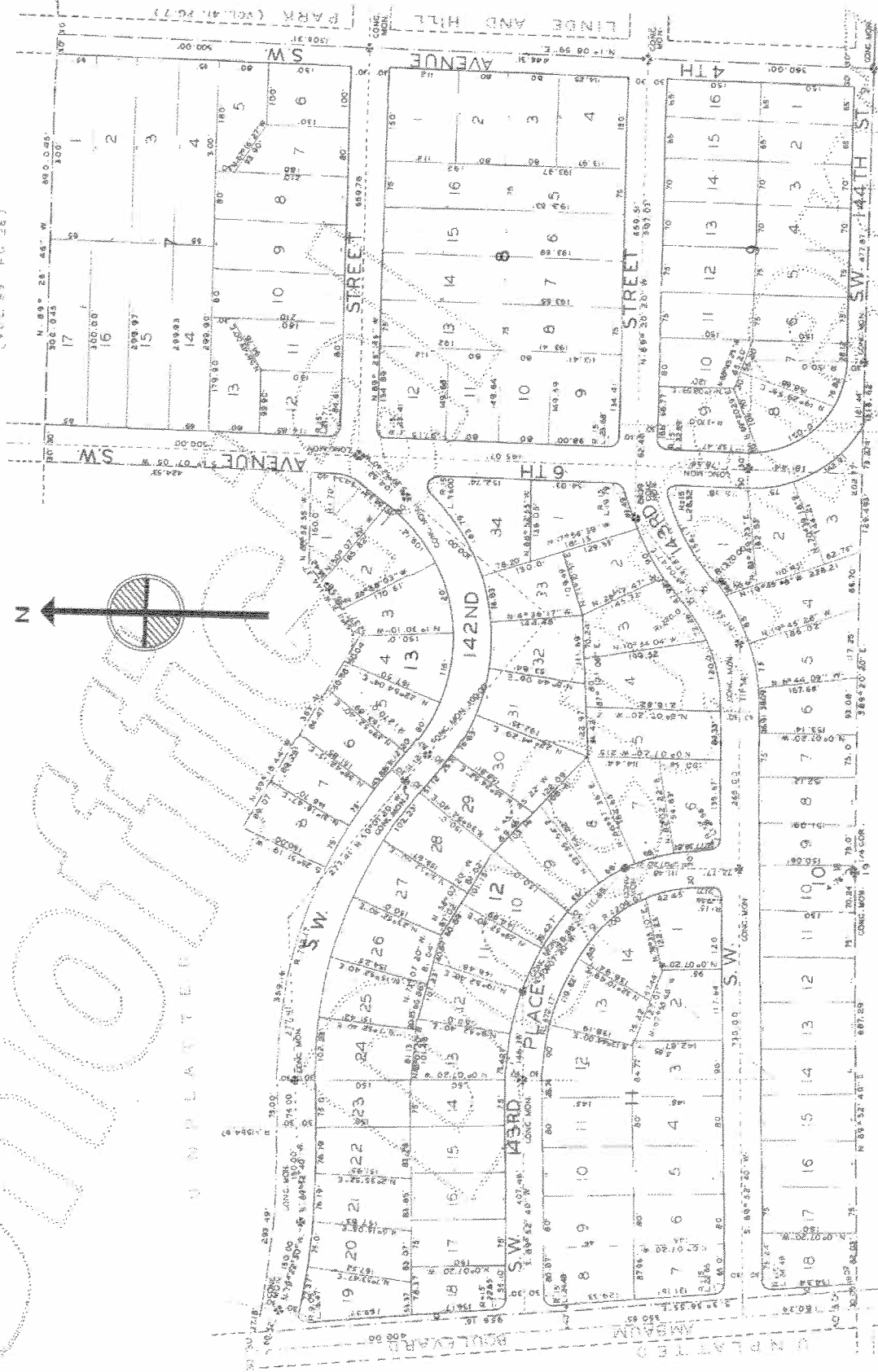
LINDE TERRACE, NO. 3  
(VOL. 39, PG. 24)

SCALE: 1" = 100'



UN PLATTED

UN PLATTED



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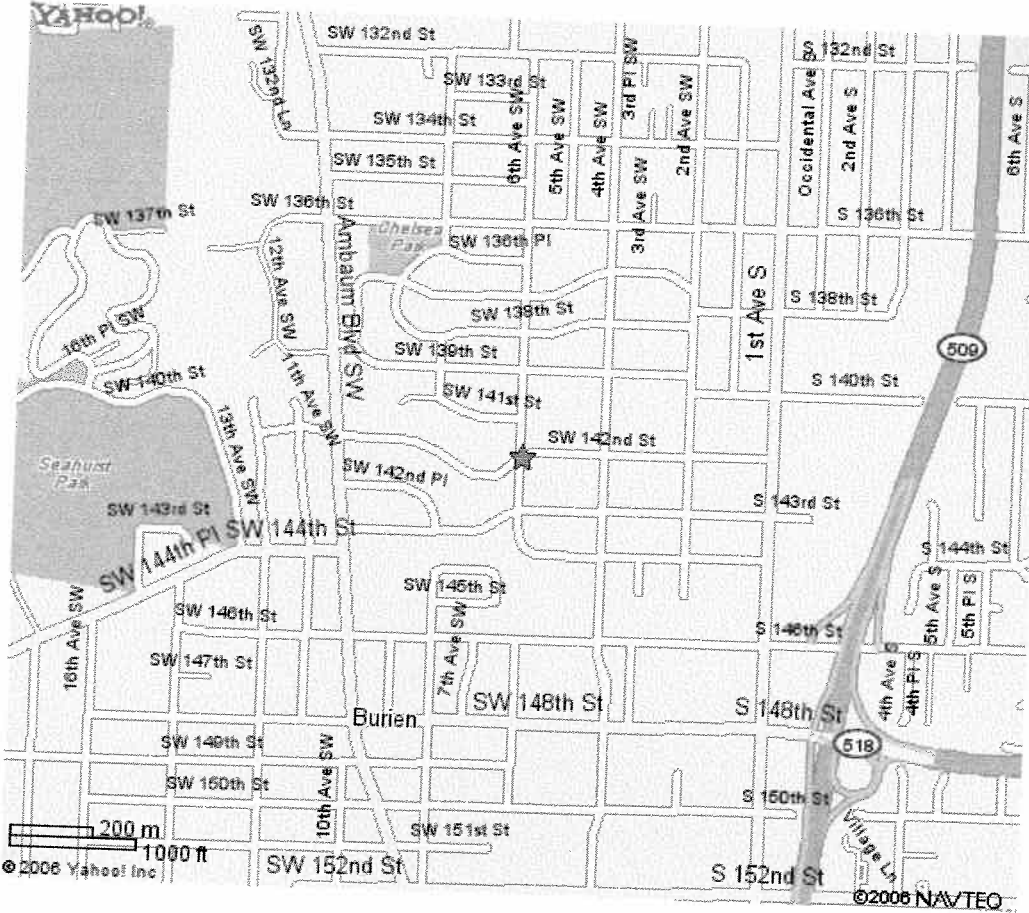
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