STATE OF WASHINGTON
County of King } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 20th day of September 1937 personally appeared before me M. A. Daugherty, & wife and J. Henrietta Mathieson

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

A. M. RIDER NOTARY PUBLIC APR. 16, 1941 STATE OF WASHINGTON

Notary Public in and for the State of Washington,
residing at Seattle

STATE OF WASHINGTON
County of ..... } ss.

On this ..... day of ..... before me personally appeared ..... and ..... to me known to be the ..... and ..... of the corporation that executed the foregoing instrument, and acknowledged 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 ..... authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
residing at .....

FILED for Record at Request of
MAIL TO
Name Roy S. Loomis
Address 2217-W-61
Seattle Wash.

315
Stamps
1 Sec Gen
1 Ind

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PUGET SOUND TITLE INSURANCE CO.

WARRANTY DEED
(STATUTORY FORM)

FROM
M.A. DAUGHERTY

TO
ROY S. LOOMIS, etal

RECORDED
VOL. ..... OF
PAGE ..... REQUEST OF

1945 JUL 3 PM 2 01

ROBERT A. MORRIS AUDITOR
KING COUNTY, WASH.
..... DEPUTY

8-7
$1.65

61

RESTRICTIONS COVERING
LOTS ONE TO THIRTY-ONE, INCLUSIVE, BLOCK ONE
WITH THE PLAT OF ARROYO BEACH

The following restrictions and covenants are to include tracts one (1) to thirty-one (31), inclusive, of the plat of Arroyo Beach, as recorded in Volume 40 of Plats, page 41, records of King County.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of then owners of the lots it is agreed to change said covenants in whole or in part.

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.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

1. All the above described lots in the tracts shall be known and described as residential lots.

2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling for single family occupancy only, dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars in architecture harmonious with dwelling.

3. No building shall be erected, placed, or altered on any building plat in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of and/or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, 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 and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1950. There-

after the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representative, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located nearer than five (5) feet to any side lot line.

a. No residence or attached appurtenance shall be erected beyond the established front lot line. Said lot line to be established either by the King County Planning Commission or the Architectural committee heretofore mentioned.

b. Septic tanks and sewage disposal systems shall be installed in a manner and style specified by the committee refered to in paragraph three.

5. No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand (6000) square feet or a width of less than forty-nine (49) feet at the front building setback line.

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 annoyance or nuisance to the neighborhood.

7. 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.

8. No dwelling costing less than Five Thousand ($5000.00) Dollars 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 eight hundred (800) square feet in the case of a one-story structure; nor less than seven hundred (700) square feet in the case of a one and one-half, two, or two and one-half story structure.

9. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

10. Tracts or parcels of land in this plat shall be used or occupied only by persons of the white or caucasion race, and no other persons shall be permitted to use or occupy said tracts or parcels except employees may occupy the premises where their employer resides.

11. No fence, wall, hedge or mass planting shall be permitted beyond the front building line in excess of six (6) feet in height, except foundation house line. Retaining wall shall not be built more than three (3) feet above the adjoining retained ground.

12. Front lot line to mean that line established as a setback line with reference to the waters edge.

The foregoing restrictions have been declared to be restrictions running with the land.

DATED this 30th day of June, 1945.

Wm P Joslin — Edward A. Clifford

Mildred W. Joslin — Josephine Clifford

STATE OF WASHINGTON)
ss
COUNTY OF KING)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 30th day of June, 1945, personally appeared before me EDWARD A. CLIFFORD, JOSEPHINE CLIFFORD, WM. P. JOSLIN AND MILDRED W. JOSLIN, personally, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Ray C. Mollter
Notary Public in and for the State of Washington; residing at Seattle.

RAY C. MOLLTER NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES MAR. 24, 1947

Filed for Record July 3, 1945 2 46 pm
Request of Wm P. Joslin
ROBERT A. MORRIS, County Auditor

41

ARROYO BEACH

(BEING PORTIONS OF GOVERNMENT LOT 1, SEC. 2, TWP. 23N., R. 3 EAST, W. M., AND GOVERNMENT LOT 1, SEC. 11, TWP. 23 N., R. 3 EAST, W. M., AND CERTAIN TIDE LANDS ADJOINING SAME.)

APRIL, 1945

H. W. RUTHERFORD,
ENGINEER

SCALE: 100 FEET TO THE INCH

100 50 0 100 200 300 400

DESCRIPTION

THIS PLAT OF "ARROYO BEACH" COVERS AND INCLUDES THE FOLLOWING DESCRIBED PARCELS OF LAND, TO-WIT:-

GOVERNMENT LOT ONE (1), SECTION TWO (2), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE THREE (3) EAST, W.M., AND ALL TIDE LANDS OF THE SECOND CLASS, IF ANY, IN FRONT THEREOF OR ABUTTING THEREON, LESS COUNTY ROAD; THAT PORTION OF GOVERNMENT LOT ONE (1), SECTION ELEVEN (11), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE THREE (3) EAST, W.M., LYING WESTERLY OF THE FOLLOWING DESCRIBED LINES: " BEGINNING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT ONE (1), DISTANCE SOUTH 89° 06' 39" EAST 852.00 FEET FROM THE NORTH MEANDER CORNER OF SAID LOT, THENCE SOUTH 11° 52' 20" EAST 128.3 FEET; THENCE SOUTH 20° 13' 40" WEST 234.90 FEET; THENCE SOUTH 37° 41' 40" WEST 100.00 FEET; THENCE SOUTH 46° 15' 46" WEST 92.97 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE OF SAID LOT," SUBJECT TO AN EASEMENT OVER THE EASTERLY 20 FEET THEREOF AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN VOLUME 1258 OF DEEDS, PAGE 185, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH ALL TIDE LANDS OF THE SECOND CLASS, IF ANY, IN FRONT OF OR ABUTTING UPON THE NORTH 800 FEET OF SAID GOVERNMENT LOT, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF; ALL OF BLOCK 496, AND THAT PORTION OF BLOCK 497, SEATTLE TIDE LANDS EXTENSION No. 1, LOCATED IN FRONT OF THE NORTH 800 FEET (MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON.

ALL COURSES AND DISTANCES ARE AS SHOWN UPON THE FACE OF THE PLAT.

THE MERIDIAN USED IN THIS PLAT TO WHICH ALL BEARINGS HEREON ARE REFERRED, IS THAT SHOWN UPON THE PLAT OF SEATTLE TIDE LANDS, EXTENSION No. 1.

ACKNOWLEDGEMENT

STATE OF WASHINGTON }
COUNTY OF KING } S.S.

THIS IS TO CERTIFY THAT ON THIS 11TH DAY OF MAY, A.D., 1945, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED GORDON N. SCOTT AND NELS E. JOHANSON, PRESIDENT AND VICE PRESIDENT, RESPECTIVELY, OF THE CORPORATION THAT EXECUTED THE WITHIN AND 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. THERE ALSO APPEARED BEFORE ME, ON THIS DATE, EDWARD A. CLIFFORD AND JOSEPHINE CLIFFORD, HIS WIFE, AND WM. P. JOSLIN AND MILDRED W. JOSLIN HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AN WHO EXECUTED THE FOREGOING INSTRUMENT, AND EACH ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY 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.

TERESA MASTERS
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SEATTLE.

TERESA MASTERS NOTARY PUBLIC EXP. AUG. 24 1945 STATE OF WASHINGTON

RESTRICTIONS

NO LOT, OR PORTION OF A LOT IN BLOCK ONE (1) 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 6,000 SQUARE FEET FOR RESIDENCE USE. ALL LOTS IN SAID BLOCK ONE (1), EXCEPTING LOT 34, ARE RESTRICTED TO RESIDENCE USE, GOVERNED BY RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION No. 6494 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY COUNTY RESOLUTION

3480086

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION, THIS 22 DAY OF JUNE, A.D., 1945, AT 11 MINUTES PAST 10 A.M., AND RECORDED IN VOLUME 40 OF PLATS, PAGES 41-42-43-44 RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITOR

BY M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR

CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF "ARROYO BEACH" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTIONS 2 AND 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., THAT THE DISTANCES AND COURSES ARE SHOWN THEREON CORRECTLY, THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS GOVERNING PLATTING.

H. W. RUTHERFORD
CERTIFICATE No. 673, RENEWAL No. E. 834
DATE, MAY 3, 1945

H. W. RUTHERFORD STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PIONEER SAND & GRAVEL COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, OWNER IN FEE SIMPLE OF THE ABOVE DESCRIBED LAND, AND EDWARD A. CLIFFORD AND JOSEPHINE CLIFFORD, HIS WIFE, AND WM. P. JOSLIN AND MILDRED W. JOSLIN, HIS WIFE, CONTRACT PURCHASERS OF SAID LAND, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER THE AVENUES AND PLACES SHOWN HEREON AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL THE AVENUES AND PLACES SHOWN HEREON.

THE TRACT DESIGNATED HEREON AS LOT 34, BLOCK 1, "COMMUNITY BEACH" IS FOR THE SOLE USE AND ENJOYMENT OF ALL THE OWNERS OF LOTS IN THIS PLAT, INCLUDING THE PRESENT AND FUTURE OWNERS OF THE PARCELS OF LAND DESIGNATED HEREON AS "TRACT A", "TRACT B" AND "TRACT C", AND IS NOT DEDICATED FOR PUBLIC USE.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS PRESIDENT AND VICE PRESIDENT AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, AND THE SAID INDIVIDUALS ABOVE NAMED HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 11TH DAY OF MAY, A.D. 1945.

PIONEER SAND & GRAVEL CORPORATE SEAL SEATTLE

PIONEER SAND & GRAVEL COMPANY.

BY GORDEN N. SCOTT, ITS PRESIDENT — ATTEST: NELS E. JOHANSON, ITS VICE PRESIDENT

EDWARD A. CLIFFORD — WM. P. JOSLIN
JOSEPHINE CLIFFORD — MILDRED W. JOSLIN
CONTRACT PURCHASERS

EXAMINED AND APPROVED BY ME THIS 6TH DAY OF JUNE A.D., 1945.

C. O. MANNES
KING COUNTY ROAD ENGINEER

C. O. MANNES STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT OF "ARROYO BEACH" IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS 19TH DAY OF JUNE A.D., 1945

CLAY ALLAN, VICE CHAIRMAN — OTWAY PARDEE, SECRETARY — DON S. JOHNSON, EXECUTIVE OFFICER

EXAMINED AND APPROVED THIS 11TH DAY OF JUNE, A.D., 1945

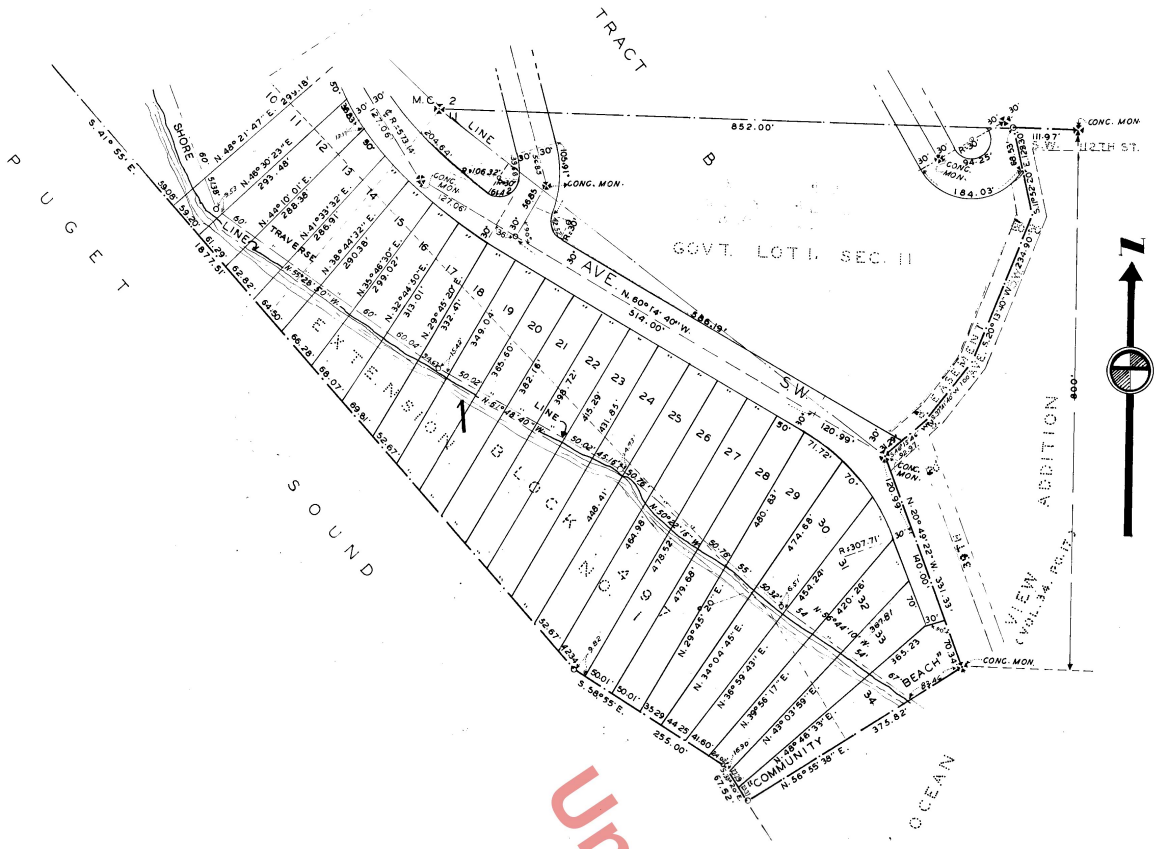
HAROLD J. SPARKMAN
CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS

ATTEST: MINNIE E. SMITH
DEPUTY CLERK, BOARD OF KING COUNTY COMMISSIONERS

COMMISSIONERS COURT KING CO. WASH.

Unofficial Copy

ARROYO BEACH



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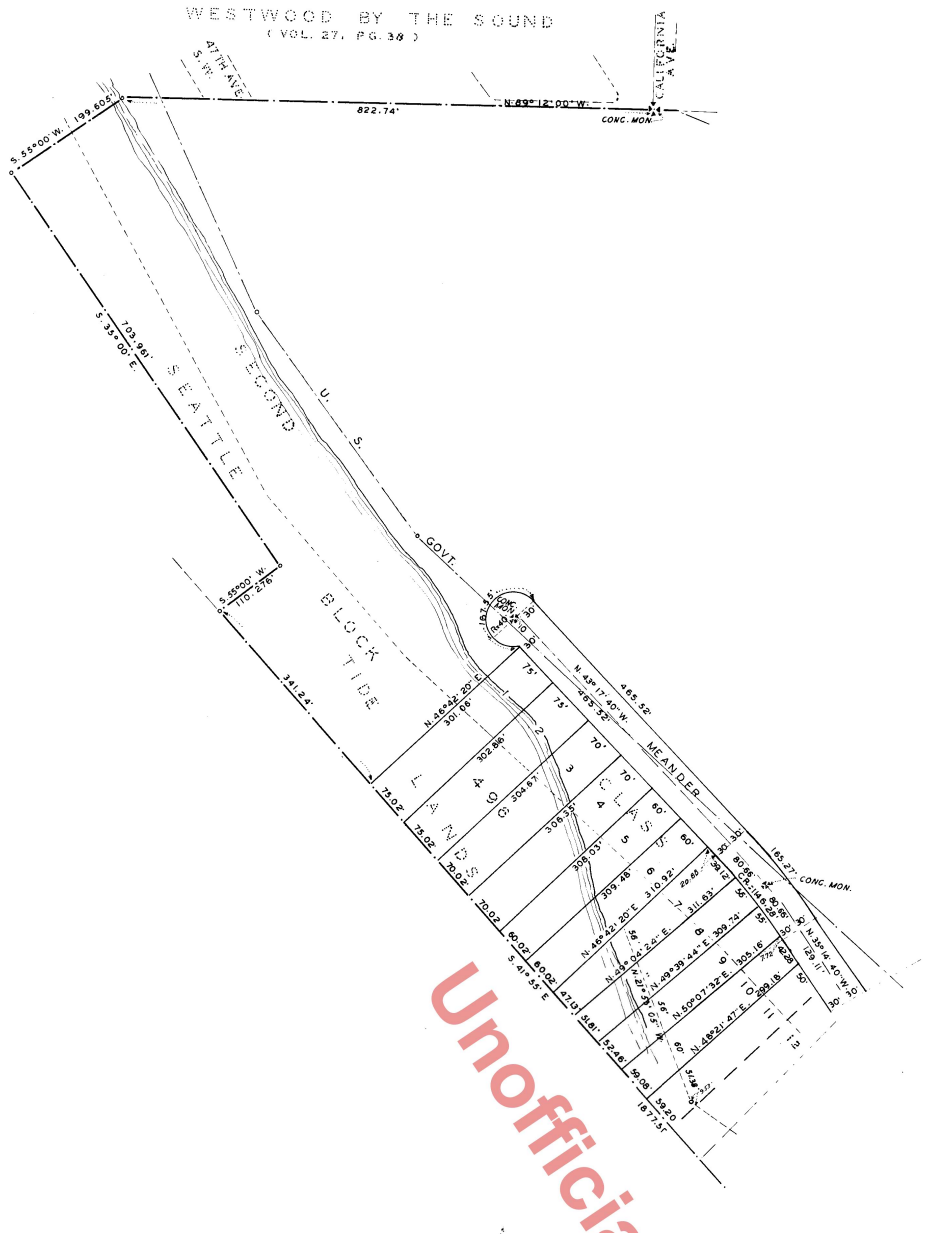
ARROYO BEACH



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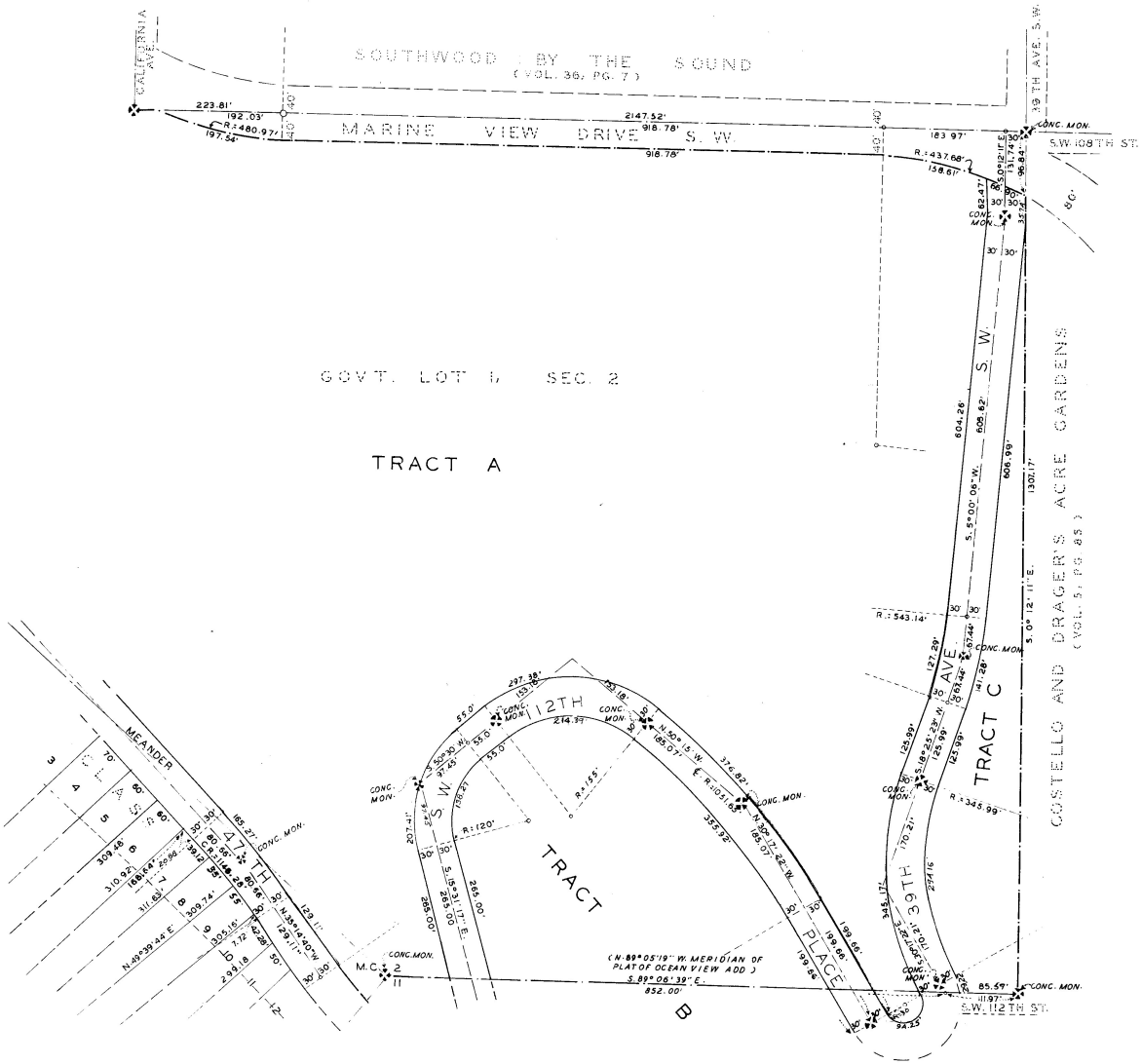
ARROYO BEACH

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