

3128165

RESTRICTIVE AGREEMENT

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This agreement made and entered into this 18<sup>th</sup> day of October, 1940, by South Seattle Land Company, a Washington corporation, hereinafter called "First Party",

W I T N E S S E T H:

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 Beverly Park, Division No. 1, King County, State of Washington, according to plat thereof recorded in the office of King County Auditor, which lots are individually described as follows:

BEVERLY PARK DIVISION #1Block 1

Lots: 2,8,11,12,14,15,21,22,23,24,25,32,33,34,35,36,37,38,39,40,41,44,45  
46,47,48,49.

Block 2

Lots: 2,7,24,25,26,27,28,29

Block 3

Lots: 2,3,4,5,6,7,8,9,10,11,12,14,15,16,17,18,19,20,21,22,23,24,25,30,31,  
34,35.

Block 4

Lots: 3,8,9,10,11,13,15,16,18,19,23,24,25,31,35,36,37,38,39,40,41,42,43,  
44,45,46,47,50,51.

Block 5

Lots: 1,2,4,5,6,7,8,9,11,12,13,14,15,16,17,18,19,20,22,23,24,25,30,31,33

Block 6

Lots: 1,2,3,9,10,11,12,13,14,15,26,27.

Block 7

Lots: 12,16,20,21,23,24,25,29,30,31,32,34,35,36,37,39,41,43,44,49.

Block 8

Lots: 6,8,10,11,12,15,17,19,20,21,22,23,24,26,28,30,32,35,36,37.

Block 9

Lots: 2,4,5,6,7,8,9,10,11,13,14,15,17,18.

Block 10

Lots: 3,4,5,7,12,17,19,23,24,25,26,27,28,29,30,32,35,36,37,38,39,40,41.

Block 11

Lots: 2,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,19,21.

Block 12

Lots: 1,2,3,4,8,9,10,11,12,13,14,15,16,21,22,23,24.

Block 13

Lots: 1,3,4,5,6,7,8,10,11,16,19,21,23,24.

Block 14

Lots: 3,4,5,6,11,12,13.

Block 15

Lots: 4,5,6,7,8,9,11,12,13,14,15,16,17,19,21,22,23,24.

Block 16

Lots: 1,2,5,9,15,16,17,18,19,20,22,24,25,26.

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.

NOW, THEREFORE, in 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 and for the period hereinafter specified, to-wit, 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 then owners of the lots it is agreed to change the said covenants in whole or in part.

(a) All lots herein described shall be known and described as residential lots except those lots in Blocks One (1) and Nine (9), which front on First Avenue South [REDACTED] and Meyers Way and Lot Nineteen (19), Block Eight (8) to be reserved for business and commercial purposes. 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 (2½) 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 plot 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 John A. Baillargeon, and O. R. Linde, and M. E. McConsugly, 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 setback lines. In the case of the death of any member or members of said committee, the surviving member or members 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 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 1965, 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 twenty (20) 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 50 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,000 square feet or a width of less than fifty (50) 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 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 \$2,500.00 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 600 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two, or two and one-half story structure.

(i) An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

(j) 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 nine (9) months from date of commencement of construction and shall be connected to sanitary sewer or septic tank.

(k) 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; provided however; the making of this agreement by First Party shall not

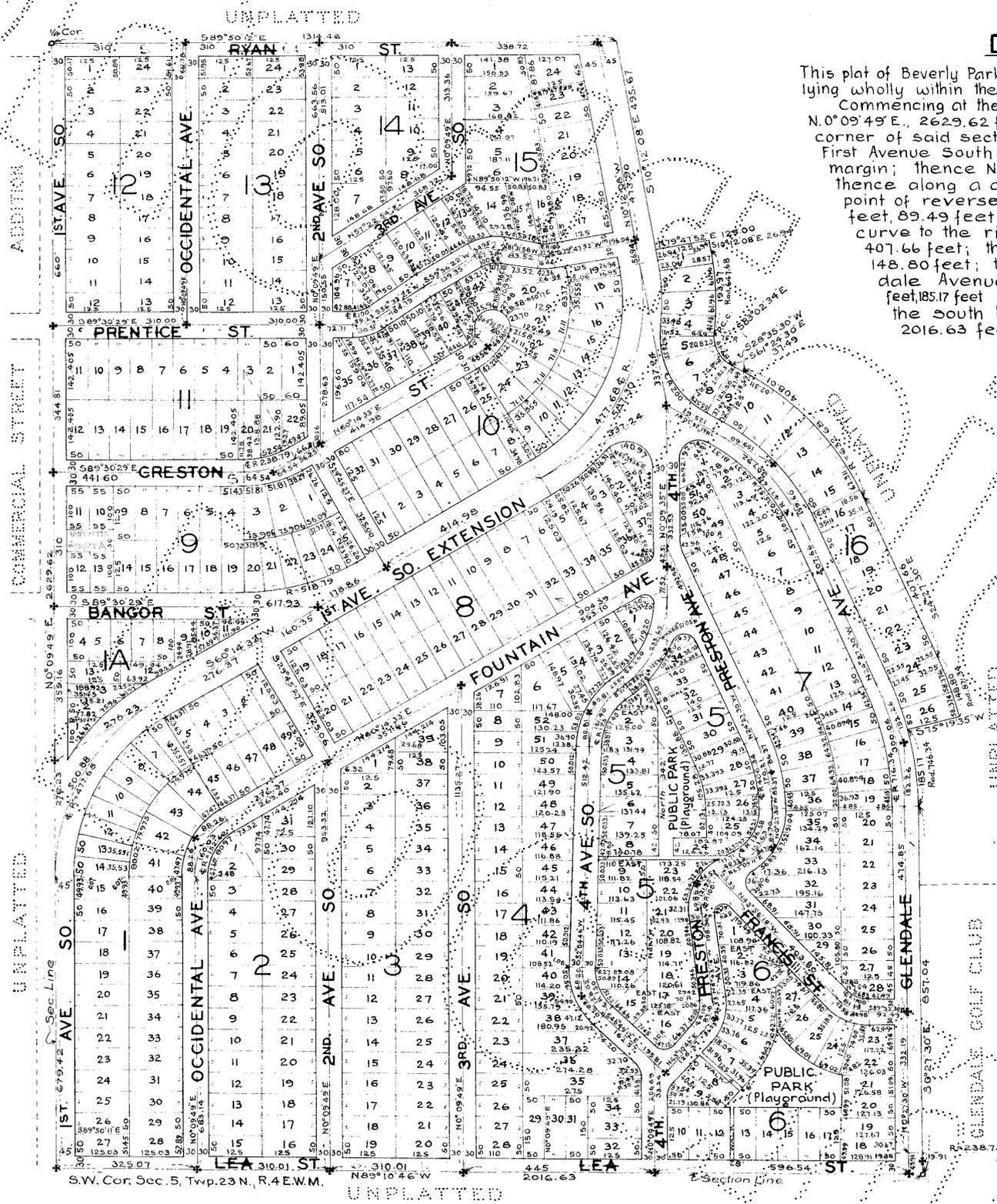


# BEVERLY PARK DIVISION NO. 1

April, 1928

Scale 1"=200'

Gardner, Gardner & Fischer, Inc.  
Engrs.



## DESCRIPTION

This plat of Beverly Park Division No. 1 embraces the following described tract of land lying wholly within the S.W. 1/4 of Sec. 5, Twp. 23 N., R. 4 E., W. M.:-  
Commencing at the southwest corner of said Section 5 and running thence N. 0° 09' 49" E., 2629.62 feet along the west line of said section to the west quarter corner of said section; thence S. 89° 50' 12" E., 1314.46 feet to the east margin of First Avenue South Extension; thence S. 10° 12' 08" E., 495.67 feet along the said margin; thence N. 79° 47' 52" E., 125 feet; thence S. 10° 12' 08" E., 26.94 feet; thence along a curve to the right of radius 647.68 feet, 193.97 feet to a point of reverse curve; thence along a curve to the left of radius 75 feet, 89.49 feet; thence S. 61° 24' 30" E., 37.49 feet; thence along a curve to the right of radius 632.68 feet, 408.01 feet; thence S. 24° 27' 30" E., 407.66 feet; thence along a curve to the right of radius 871.34 feet, 148.80 feet; thence S. 75° 19' 35" W., 125 feet to the east margin of Glendale Avenue; thence along a curve to the right of radius 746.34 feet, 185.17 feet along said margin; thence S. 0° 27' 30" E., 857.04 feet to the south line of Sec. 5, Twp. 23 N., R. 4 E., W. M.; thence N. 89° 10' 46" W., 2016.63 feet to the point of beginning, less Unplatted Tract 'A'.

## CERTIFICATE

We hereby certify that this plat of Beverly Park Division No. 1 is based upon an actual survey and subdivision of Sec. 5, Twp. 23 N., R. 4 E., W. M., that the distances shown thereon are correct; that monuments have been set and the lots and blocks have been staked on the ground.

GARDNER, GARDNER & FISCHER, INC.  
By Albro Gardner, Jr.

## DEDICATION

Know all men by these presents that the South Seattle Land Company, a corporation, organized under the laws of the State of Washington, owner in fee simple of the land hereby platted, hereby dedicate this plat and dedicate to the use of the public forever all streets, avenues, boulevards and alleys or whatever public property there is shown on plat, 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 or fills upon the lots, blocks and tracts shown upon this plat in the original reasonable grading of all the streets, avenues, boulevards and alleys shown thereon.

In witness whereof the said Corporation has caused its corporate name to be hereunto subscribed by its qualified representatives, and its corporate seal to be hereunto affixed this 8th day of May, A.D. 1928.

SOUTH SEATTLE LAND COMPANY

By C. D. Stimson,  
Its President  
By Maurice McMicken,  
Its Secretary



## ACKNOWLEDGMENT

STATE OF WASHINGTON } ss  
COUNTY OF KING }  
This is to certify that on this 8th day of May, A.D. 1928, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. D. Stimson and Maurice McMicken, President and Secretary, respectively of the South Seattle Land Company, a corporation, to me known to be the individuals who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary acts and deeds for the uses and purposes therein mentioned and on oath stated that they were authorized by their said corporation to execute the said instrument and that the seal thereto affixed is the corporate seal of their said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

Maurice R. McMicken,  
Notary Public in and for the State  
of Washington, residing in Seattle.



+ Indicates concrete monument.

Examined and approved this 14th day of May, A.D. 1928.

By Thomas D. Hunt, Deputy  
Don H. Evans, County Engineer

Examined and approved this 15th day of May, A.D. 1928.

By J.M. Sparkman, Chairman of Board of County Commissioners.

Attest: C.F. Gage, Deputy



By Thomas H. Carder, Draftsman.

2463229

Filed for record at the request of the County Engineer, May 16th AD. 1928, at 0 minutes past 10 A.M., and recorded in Vol. 32 of Plats, page 1. Records of King County, Washington.

By George P. Gault, County Auditor