3245055

D E C L A R A T I O N

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, platter of BRICELANDS, an Addition to the City of Seattle, situated in the County of King, State of Washington, hereby certifies and declares that the restrictions, limitations and conditions hereinafter set forth have been and are hereby established with respect to all lots and tracts in said plat as follows, viz.:

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the undersigned or its successors in interest 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.

3. 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.

4. All lots in the tract shall be known and described as residential lots, and shall be used for no other purpose. No structures shall be erected, altered, placed, or permitted to remain on any of said lots other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars, for the private use of the family occupying such premises.

5. 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 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 the undersigned, Canterbury Land Company, Inc., a Washington corporation, its successors or assigns, or its nominee, and such approval evidenced in writing. Should such Canterbury Land Company, Inc. cease to exist, then and in that event its powers, with respect to such approval or rejection in this paragraph provided for, shall pass to its successor in interest, or if there be no successor in interest, then to such nominee or nominees as the said Canterbury Land Company, Inc. shall have appointed. In the event there be no such successor in interest or assign, and said Canterbury Land Company, Inc. shall have failed to name such nominee, then and in that event the owners of a majority of lots in said subdivision shall have the power to elect a committee, which committee shall succeed to the powers of said Canterbury Land Company, Inc. with respect to the approval or rejection in this paragraph provided for. In the event such approval be not given within thirty days after plans and specifications have been submitted to the authority having the power to approve or disapprove such design and location, 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 shall be deemed to have been fully complied with. No compensation shall be payable to anyone for services performed pursuant to this covenant, in approving or disapproving plans or specifications. The powers and duties of approval shall cease on and after January 1, 1967. Thereafter 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 the subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers of approval or rejection of plans and specifications.

6. No building shall be located nearer to the front lot line than twenty feet, nor nearer to any side street line than ten feet, and no building, except a single detached garage or other outbuilding, located sixty-five feet or more from the front lot line, shall be located nearer than five feet to any

side lot line. All garages erected on the rear of any lot in Block Two (2) shall be set back at least five feet from the rear property line.

7. For the purpose of the restrictions in these covenants contained, the front lines of all lots shall be deemed to be those abutting upon 40th Avenue North, while the side street lines shall be deemed to be those abutting upon East Blaine Street and on East Newton Street.

8. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet or a width of less than fifty feet at the front line thereof.

9. No trade or business shall be carried on, nor shall any noxious or offensive activity be carried on upon any lot, or any portion thereof, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and the raising of poultry or animals is prohibited, save for domestic pets.

10. 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.

11. No dwelling costing less than Thirty-five Hundred Dollars ($3500.00), exclusive of ground cost or value, 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 seven hundred fifty square feet in the case of a one-story structure, nor less than seven hundred square feet in the case of a one and one-half or two-story structure.

12. An easement is reserved over the rear five feet of each lot for utility installation and maintenance, the rear five feet of each lot being deemed the portion of the lot most removed from 40th Avenue North.

13. As to Lots One (1) to Sixteen (16) inclusive, in Block One (1), no building nor any portion of a building, nor any driveway, nor any other structure shall be placed or maintained between the easterly boundary of 39th Avenue North and a line running parallel thereto and a distance of ten feet easterly therefrom. Said ten-foot strip of ground running parallel to said street shall be used exclusively for the planting of trees and shrubs. Ingress and egress of vehicular traffic over said strip of ground is prohibited, it being the intention of these restrictive covenants that said ten-foot strip shall be planted and used for no other purpose than such installation

and maintenance of plant materials, as well as for utility installation and maintenance, as in the preceding paragraph hereof provided.

14. 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 six months from the date of commencement of construction and shall be connected to septic tank or public sewer.

15. No persons of any race other than the White or Caucasian 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.

16. Notwithstanding any restrictions, limitations or provisions of this declaration, Canterbury Land Company, Inc., its successors or assigns, may maintain an office on any one building lot in the subdivision so long as it shall desire.

17. Any title in any manner acquired by virtue of any mortgage or other lien, or by virtue of sale upon tax or assessment foreclosure shall always be subject to all the covenants, limitations, restrictions and conditions in this declaration set forth, and any successor in interest to the undersigned by the acceptance of a conveyance or an executory contract of purchase does by such acceptance agree to the covenants, limitations, restrictions and conditions hereinbefore expressed.

Subject to all of the foregoing and the provisions of this declaration, the undersigned agrees that the sale hereafter of any and all property in the subdivision shall be under the limitations, restrictions and conditions hereinbefore set forth.

CANTERBURY LAND COMPANY, INC.

By _____
Its President

Attest:

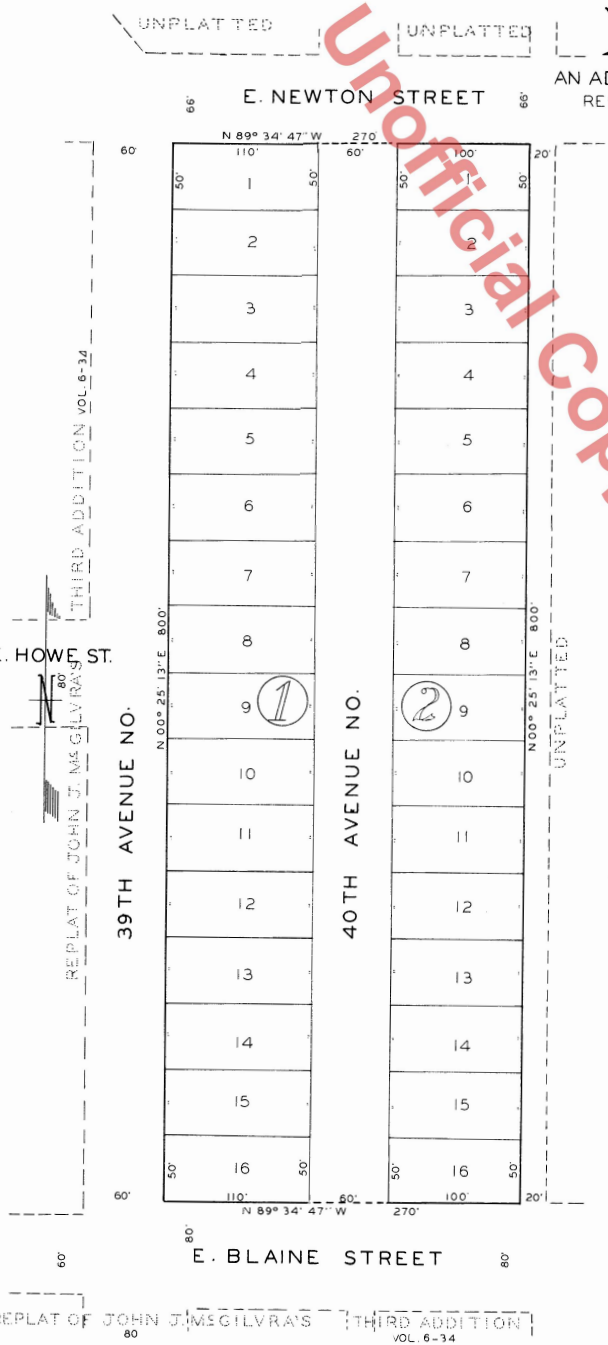
By _____
Its Secretary.

CANTERBURY LAND CO. INC. CORPORATE SEAL 1940 WASHINGTON

BRICELANDS

AN ADDITION TO THE CITY OF SEATTLE

REITZE STOREY & DUFFY, ENGS. SCALE 1 IN. = 50 FT.



Unofficial Copy

DESCRIPTION

THIS PLAT OF "BRICELAND", AN ADDITION TO THE CITY OF SEATTLE," COVERS AND INCLUDES THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.:—

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHLINE OF EAST BLAINE STREET, AS PLATTED IN THE REPLAT OF JOHN J. McGILVRA'S THIRD ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 34, RECORDS OF KING COUNTY, STATE OF WASHINGTON, WITH EAST LINE OF 40TH AVENUE NORTH, AS ESTABLISHED UNDER ORDINANCE No. 61089 OF THE CITY OF SEATTLE; THENCE SOUTH 89° 34' 47" EAST ALONG SAID NORTH LINE OF EAST BLAINE STREET 100.00 FEET TO THE WEST LINE OF THE ALLEY DESCRIBED AS PARCEL "E" IN SAID ORDINANCE; THENCE NORTH 0° 25' 13" EAST ALONG SAID WEST LINE OF SAID ALLEY 800 FEET TO THE SOUTH LINE OF EAST NEWTON ST; THENCE NORTH 89° 34' 37" WEST ALONG SAID STREET 270 FEET TO THE EAST LINE OF 39TH AVENUE NORTH; THENCE SOUTH 0° 25' 13" WEST 800 FEET TO THE NORTH LINE OF EAST BLAINE STREET; THENCE SOUTH 89° 34' 47" EAST 170 FEET TO BEGINNING; EXCEPT 40TH AVENUE NORTH TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES HERETOFORE GRANTED TO THE CITY OF SEATTLE BY DEED DATED MARCH 16, 1931, RECORDED IN VOL. 1498 OF DEEDS, PAGE 397, RECORDS OF KING COUNTY, WASHINGTON.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT CANTERBURY LAND CO., INC., A WASHINGTON CORPORATION, OWNERS IN FEE SIMPLE OF THE ABOVE DESCRIBED LANDS, HEREBY DECLARE THIS PLAT OF "BRICELANDS", AN ADDITION TO THE CITY OF SEATTLE".

IN WITNESS WHEREOF THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME BY ITS PRESIDENT AND SECRETARY AND ITS CORPORATE SEAL HEREUNTO AFFIXED THIS 10TH DAY OF MARCH, A.D., 1942

CANTERBURY LAND COMPANY, INC.

BY JOHN L. SCOTT
ITS PRESIDENT

ATTEST: BERNARD REITER
ITS SECRETARY

CANTERBURY LAND CO. INC. CORPORATE 1948

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 10TH DAY OF MARCH, A.D., 1942, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY SWORN AND COMMISSIONED, PERSONALLY APPEARED JOHN L. SCOTT AND BERNARD REITER KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY, 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 USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

J. GORDON GOSE
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN SEATTLE

J. GORDON GOSE NOTARY PUBLIC STATE OF WASHINGTON

I HEREBY CERTIFY THAT THE WITHIN PLAT OF "BRICELANDS" AN ADDITION TO THE CITY OF SEATTLE, WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE No. 71921, APPROVED THIS 12TH DAY OF MAY, A.D., 1942.

W. C. THOMAS
CITY COMPTROLLER AND EX-OFFICIO CITY CLERK

CORPORATE SEAL OF THE CITY OF SEATTLE 1869

EXAMINED AND APPROVED BY ME THIS 4TH DAY OF MAY, A.D. 1942.

C. L. WARTELLE
CITY ENGINEER

3240110

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 14 DAY OF MAY A.D., 1942 AT 34 MINUTES PAST 9 A.M. AND RECORDED IN VOL. 38, OF PLATS, PAGE 21, RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITOR

BY: M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR