

1307-475

2224455

Angie G. Collins et al

To

Warranty Deed

James L. Youngman et ux

The Grantors, Angie B. Collins, Emma C. Downey, John Francis Collins, Edana C. Ruhm, Edward Bertrand Collins and Catherine Collins and Angie B. Collins, John Francis Collins and R. L. Hodgdon, as executors and trustees under the last will and testament of John Collins, deceased, for and in consideration of ten and no/100 dollars (\$10.00) in hand paid, convey and warrant to James L. Youngman, and Nora M. Youngman, his wife, the following described real estate:

The east forty feet of the west eighty feet of the south forty feet of lot eleven, and the east forty feet of the west eighty feet of lot twelve, in block sixteen, in Yesler's Second Addition to the City of Seattle, King County, Washington, subject to any and all unpaid taxes and assessments and all liabilities created, permitted or imposed thereon by the grantees or those claiming by, through or under them.

Dated this 8th day of July, 1926.

- ✓ Angie B. Collins
- ✓ Emma C. Downey
- ✓ John Francis Collins
- ✓ Edana Collins Ruhm
- ✓ Edward Bertrand Collins
- ✓ Catherine Collins
- ✓ Angie B. Collins
- ✓ John Francis Collins
- ✓ R. L. Hodgdon

As Executors and Trustees under the last will and testament of John Collins, deceased.

State of Washington,)
County of King)SS

This is to certify, that on this 8th day of July 1926, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Angie B. Collins, John Francis Collins and R. L. Hodgdon, as executors and trustees under the last will and testament of John Collins, deceased, to me known to be the individuals described in and who executed the within instrument, and 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.

Witness my hand and official seal, the day and year in this certificate first above written.
(C.P.B.Jr. Notarial Seal) C. P. Bissett, Jr.
(Com. Ex. Dec. 4, 1928) Notary Public in and for the State of Washington,
residing at Seattle

State of Washington,)
County of King)SS

This is to certify, that on this 8th day of July 1926, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Angie B. Collins, Emma C. Downey, John Francis Collins, Edana C. Ruhm, Edward Bertrand Collins and Catherine Collins, to me known to be the individuals described in and who executed the within instrument, and 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.

Witness my hand and official seal, the day and year in this certificate first above written.
(C.P.B.Jr. Notarial Seal) C. P. Bissett, Jr.
(Com. Ex. Dec. 4, 1928) Notary Public in and for the State of Washington,
residing at Seattle

Filed for record at request of Seattle Title Trust Co., Aug. 5, 1926, at 46 min past 11 A.M.
D.E. Ferguson, County Auditor

ES H/K

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2224656

Puget Mill Company
to
C. Edwin Davis

Deed

Original
DEED

This Indenture, made and entered into this 1st day of July 1926, by and between the Puget Mill Company, a corporation, party of the first part, and C. Edwin Davis of Seattle, Washington, party of the second part,

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Witnesseth, That the said party of the first part, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the conditions upon which this deed is made and the covenants and agreements on the part of the said party of the second part, for himself, his heirs, personal representatives and assigns, hereinafter set forth, does by these presents convey and warrant unto the said party of the second part and his heirs, personal representatives and assigns, subject to such lawful rights of way and easements as the same is or may be charged with, including right of way and easement for sewer granted by the party of the first part to the City of Seattle, by conveyance dated December 2, 1910, and subject to the provisions, conditions, limitations, reservations, covenants and agreements hereinafter contained the following described land, being Tract No. Three Hundred Eleven (311), shown in a survey of a residential district in the City of Seattle, Washington, known as "Broadmoor," filed by the party of the first part in the office of the Auditor of King County, Washington, on the 23rd day of September 1924, viz:

Description
of Land

Tract No. 311

Beginning at the northwest corner of Section Twenty-seven (27), Township Twenty-five (25) North, Range Four (4) East, W.M., and running thence South 89° 34' 47" East along the North line of said Section Twenty-seven (27), Two Hundred Fourteen and Fifty-nine Hundredths (214.59) feet, thence South Three Hundred Ninety-five and Eighty-five Hundredths (395.85) feet to the Northwest corner of the tract herein described and the true point of beginning, running thence East One hundred thirty-seven and five hundredths (137.05) feet, thence South 22° 14' 20" West Sixty-four and Eighty-two Hundredths (64.82) feet, thence West one hundred twenty-six and fifty-eight hundredths (126.58) feet, thence North 13° 11' 40" East Sixty-one and Sixty-three Hundredths (61.63) feet to the true point of beginning.

To have and to hold the above granted premises unto the party of the second part, his heirs, personal representatives and assigns forever, upon the following conditions, covenants and agreements and subject to the following limitations and restrictions, viz:

Building
Restrictions

(a) That said party of the second part, his heirs, personal representatives, or assigns, will not erect or maintain or permit to be erected or maintained on the premises hereby conveyed, any building or buildings other than a single detached dwelling house of the value of not less than Five Thousand Dollars, and an appurtenant garage for the private use only of the family occupying said premises, and will not use or permit such dwelling house to be used except as the home of only one family for domestic purposes; and that no portion of such dwelling house or garage shall be erected or maintained on any part of said premises within twenty (20) feet of the line of any easement of access (other than a pedestrian way) shown in said survey and upon ^{which} said property abuts, unless the premises are so bounded on different sides by such easements of access or the contour of the ground in such that it is impracticable to conform to such distance; and that no dwelling house or garage or any addition to either thereof shall be erected or maintained upon said premises unless and until the frontage, location and exterior design thereof shall have been submitted to and approved by the Board of Trustees of the Broadmoor Maintenance Commission, a Washington corporation, and such approval evidenced by the written certificate of the secretary of such Commission; nor shall any such dwelling house and garage be erected or maintained on any parcel of land, which includes a part of the tract hereby conveyed, having a combined area less than that of the tract hereby conveyed, or having less frontage on an easement of access (other than a pedestrian way) than the frontage of the tract hereby conveyed. In the event at any time hereafter the tract hereby conveyed shall be divided into two parts so as to combine the respective parts with a part or the whole of the respective tracts adjoining the said tract hereby conveyed, then, subject to all the conditions, covenants, agreements, limitations and restrictions hereinbefore in this subdivision (a) set forth, such a single detached dwelling house and appurtenant garage, but none other may be erected and maintained upon any such combined area, provided the same shall have an area of not less than the area of the tract hereby conveyed and a frontage on an easement of access in said residential district; (other than a pedestrian way) of not less than the frontage of the tract hereby conveyed, but not otherwise, and provided further that all of the conditions, covenants, agreements, limitations and restrictions in this deed contained shall apply to each such divided part of the tract hereby conveyed, as the same shall upon division become and constitute a part of any such combined area, with the same force and effect in every respect as is herein provided with respect to the tract hereby conveyed, except that the appurtenant stock in the Maintenance Commission shall be apportioned as provided in its by-laws and each part of the tract hereby conveyed, as so divided, and the owners thereof shall be subject to proportionate assessments as provided in the by-laws of the Maintenance Commission, and that the right of way and of easement for electric and telephone lines reserved under this conveyance shall also be deemed to extend along the rear and side lines of each such combined area as well as along the rear and side lines of the tract hereby conveyed.

Use and
Occupancy
Restrictions

(b) No part of said property hereby conveyed shall ever be used or occupied by any Hebrew or by any person of the Ethiopian, Malay or any Asiatic race, and the party of the second part, his heirs, personal representatives or assigns, shall never place any such person in the possession or occupancy of said property or any part thereof, nor permit the said property, or any part thereof, ever to be

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Covenants running the Land

Taxes, etc.

Conveyance Subject to By-Laws of Maintenance Commission

Property Subject to Assessments of Maintenance Commission

used or occupied by any such person, excepting only employees in the domestic service on the premises of persons qualified hereunder as occupants and users and residing on the premises. All of the foregoing conditions, covenants, agreements, limitations and restrictions shall be deemed covenants running with the land and binding upon the said party of the second part, his heirs, personal representatives and assigns, and in case of a breach of any of the said conditions or the violation of any of the foregoing covenants, agreements, limitations or restrictions to be kept and performed by the said party of the second part, his heirs, personal representatives and assigns, then this deed shall become absolutely null and void and the title to the said premises hereby conveyed shall immediately revert to the said party of the first part or its successors or assigns, as fully and completely as though this deed had never been executed, subject, however, to any actual bona fide mortgage lien existing against the same. provided that any title in any manner acquired by virtue of any such mortgage lien shall always be subject to all of the covenants, limitations, restrictions and conditions in this deed set forth as covenants, limitations, restrictions and conditions running with the land; and the said party of the second part by the acceptance of this deed, does hereby agree to the covenants, limitations, restrictions and conditions hereinbefore expressed.

There is excepted from the warranties hereof any and all taxes and assessments becoming payable after the first day of January 1926, and any and all liabilities, liens and incumbrances created, remitted or imposed by the grantee or his predecessors in interest (other than the grantee) in the premises hereby conveyed, or by any person claiming by, through or under said grantee, or his predecessors in interest (other than the grantor) therein.

The said property is hereby conveyed subject to the provisions of the by-laws of the Broadmoor Maintenance Commission, a Washington corporation organized for the purpose, among others, of taking title to and maintaining and improving certain properties constituting easements of access (including parking strips), and certain areas constituting lodge entrance site and certain part areas in said residential district in which the premises hereby conveyed are situated, and the rights to be conveyed by the party of the first part in installments for the maintenance of water and sewerage service, as well as title to certain rights of way and of easement for the maintenance of such service, and of gas, electric and telephone service, including a perpetual right of way and of easement, which is hereby reserved across and over or beneath the surface of the tract hereby conveyed, along the rear and side lines thereof (the rear and side lines being always deemed those not adjacent to any easement of access other than a pedestrian easement of access) for the construction and maintenance of electric and telephone lines, and subject to the conveyance thereof to said corporation; and there has been issued to the party of the second part one share of stock in said corporation, which share shall be inseparably appurtenant to the tract hereby conveyed, and said tract and each portion thereof shall be subject to the lien of such assessments, and the owner thereof liable therefor, as shall be levied from time to time by said Maintenance Commission under and in accordance with its by-laws and any amendments thereof, which assessments shall be superior to any and all other liens created or permitted by the party of the second part, his heirs, personal representatives or assigns; and the said party of the second part, for himself, his heirs, personal representatives and assigns, by the acceptance of this deed, binds himself and his heirs, personal representatives and assigns to all of the provisions, restrictions, conditions and regulations now or hereafter imposed by the by-laws of said Broadmoor Maintenance Commission, and any amendments thereof, all of which shall constitute covenants running with the land.

The said Maintenance Commission shall have the right and power to enforce any and all of the conditions, limitations and restrictions contained in this deed, but such right shall be without prejudice to the right of the grantor or any owner of property in said residential district to enforce the same.

The party of the first part agrees not to sell or convey any of the residential tracts shown in said survey of said residential district otherwise than subject to the restrictions and provisions set forth herein, and it is a part of the consideration of this deed that such restrictions and provisions shall be made with respect to all of the tracts shown in such survey as covenants running with the land.

In witness whereof, the said party of the first part has caused its corporate name to be hereto subscribed by its President and Secretary and its corporate seal to be hereto affixed, the day and year first above written.

(P M Co. Corp. Seal)

Puget Mill Company

State of California)
City and County of San Francisco) ss

By W. H. Talbot, President
By F. L. Dettmann, Secretary

On this 15th day of July 1926, before me personally appeared W. H. Talbot, and F. L. Dettmann to me known to be the President and Secretary respectively, of the Puget Mill Company, 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