3247975

QUIT CLAIM DEED

THE GRANTOR, The City of Seattle, a municipal corporation, for and in consideration of One Hundred seventy & no/100 ($170.00) Dollars in hand paid, conveys and quit-claims to Lawrence Baker all its right, title and interest in the following described real estate located in King County, Washington, to-wit:

Lots 7 and 8, Block 38, Riverside Addition

IN WITNESS WHEREOF, pursuant to the provisions of Ordinance No. 65129 of The City of Seattle, said City has caused this instrument to be executed by its Mayor and City Comptroller thereunto duly authorized and has caused its corporate seal to be hereunto affixed this 5th day of June, 19 42

THE CITY OF SEATTLE,

By Wm. F. Devin, Mayor.

George A. Grant, City Comptroller.

STATE OF WASHINGTON } ss.
COUNTY OF KING,

THIS IS TO CERTIFY: That on this 9th day of June, 1942 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Wm. F. Devin and George A. Grant to me personally known to be the Mayor and Deputy City Comptroller, respectively, of The City of Seattle, a municipal corporation, that executed the foregoing instrument and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said municipal corporation and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

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

Filed for Record June 24, 1942, 10 04 A.M.
Requested by Lawrence A. Baker

ROBERT A. MORRIS, County Auditor

3247979

DECLARATION OF PROTECTIVE COVENANTS

The following protective covenants shall become a blanket encumbrance against all of the lots of Council Crest, Division No.3, (as recorded in Volume 38 of Plats, page 18, records of said County,) an addition to the City of Seattle, King County, State of Washington.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Jan. 1, 1967, at which time said Covenants shall be automatically extended to 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.

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 provisions which shall remain in full force and effect.

(a) All lots in the tract shall be known and described as residential lots. 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 2 cars.

(b) No building shall be erected or placed 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 stuctures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of C. G. Morrison and Dean Morrison, 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 services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1945. 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 this subdivision and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

Page 2. DECLARATION OF PROTECTIVE COVENANTS, Cont.

(c) No building shall be located on any residentail building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet, to any side street line. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line, except in a case of an attached garage, the distance may be 4' from the side lot line. Any garage built on lots 9, 10, 11, 12, 13, or 14 facing the alley shall be set back a minimum distance of 5 feet from the alley; this is in Block #2.

(d) a 5 ft. easement for public utility installation and maintenance is reserved over the rear of lots 1 to 13 inclusive and lots 19 to 31 inclusive and along the E. line of lot 15 and along th W. line of lot 16; also across the N. 5' of lot 15 and the S. 5' of the E. 50' of lot 13, all in Block 1, and along the rear of lots 1 to 9 inclusive in Block 2, together with a 5-ft easement on both sides of the sideline between lots 1 to 9 inclusive in Block 2, leading from the aforementioned easement across the rear to the location of any house that may be built on said lots.

(e) No residentail structure shall be erected or placed on any building plot, which plot has an area of less than 4500 sq. ft. or a width of less than 50-ft at the front building set-back line.

(f) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(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 $2500.00 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 700 sq. ft. in the case of a one-story structure nor less than 600 sq.ft. in the case of a one and one-half, two, or two and one half story structure.

(i) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 6 months from date of commencement of construction and shall be connected to septic tank or public sewer.

(j) No persons or any race other than the White or Caucasion 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.

IN WITNESS WHEREOF the owners in fee simple have hereunto set their hand and seal this 15th day of June 1942.

A. B. Winkley
Icy L. Winkley
Clifford G. Morrison

MORRISON INC.
By C. G. Morrison
Pres.
Attest: Dean Morrison
Sec'y-Treas.

STATE OF WASHINGTON)
County of King)

On this day personally appeared before me A. B. Winkley & Icy L. Winkley, his wife, and Clifford G. Morrison, a widower, to me known to be the individuals described in and who executed the within and foregoin 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 this 15th day of June, 1942.

Dean Morrison
Notary Public in & for the State of Wash., residing at Seattle.

Page 3. DECLARATION OF PROTECTIVE COVENANTS.

STATE OF WASHINGTON)
) ss.
County of King)

On this 15th day of June, 1942, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. G. Morrison and Dean Morrison to me known to be the President and Secretary-Treasurer, respectively, of Morrison Inc, the corporation that executed the 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 state that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

J. F. Graham
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record June 24, 1942. 10:26 A.M.
Request of C. G. Morrison
ROBERT A. MORRIS, County Auditor

COUNCIL CREST
ADDITION TO THE CITY OF SEATTLE

Scale: 1 in. = 80 ft.

Phillips Engineering Co.

2271 Deeds 329

DESCRIPTION

This plat of Council Crest Addition to the City of Seattle comprises all of the West one half of the Southeast quarter of North east quarter (W½ of S.E. ¼ of N.E. ¼), Section 35 Town. 24 North, Range 3 East W.M.

The initial point of Survey is a Stone Monument set at the North west Corner of said Tract.

The dimensions of all lots, streets and avenues are as shown on the face of this plat.

DEDICATION

Know all men by these presents, that the Phillips Investment Company a corporation organized and existing under and by virtue of the laws of the State of Washington and having its principal place of business in the City of Seattle in said State owner in fee simple of the above described tract of land does hereby declare this plat of Council Crest Addition to the City of Seattle and does hereby dedicate to the use of the public forever all streets, avenues and alleys shown thereon.

In witness whereof the said Phillips Investment Company has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its duly authorized officers this 17th day of April A.D. 1911.

Phillips Investment Company
by John W. Stevenson President

Attest: H. L. Phillips Secretary

PHILLIPS INVESTMENT CO. CORPORATE SEAL 1910 SEATTLE, WASH.

ACKNOWLEDGMENT

State of Washington } S.S.
County of King }

On this 17th day of April 1911 before me R. E. Lillico a Notary of Public personally appeared John W. Stevenson and H. L. Phillips, the president and secretary respectively of the Phillips Investment Company to me known to be the president and secretary of the Corporation that executed the 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 each on oath stated that he was 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 this day and year first above written.

R. E. Lillico.
Notary Public in and for the State of Washington residing at Seattle.

R. E. LILLICO COMMISSION EXPIRES NOTARY PUBLIC Feb 28, 1913 STATE OF WASHINGTON

Examined and approved this 8th day of June 1911.

R. H. Thomson
City Engineer

Approved by the Mayor and City Council of the City of Seattle by Ord. No 27278 this 31st day of May A.D. 1911.

THE CITY OF SEATTLE CORPORATE SEAL WASHINGTON

Attest: Wm J. Bothwell
City Comptroller and ex-officio City Clerk
by F. B. Chandler, Deputy Clerk

Signed Geo. W. Dilling
Mayor

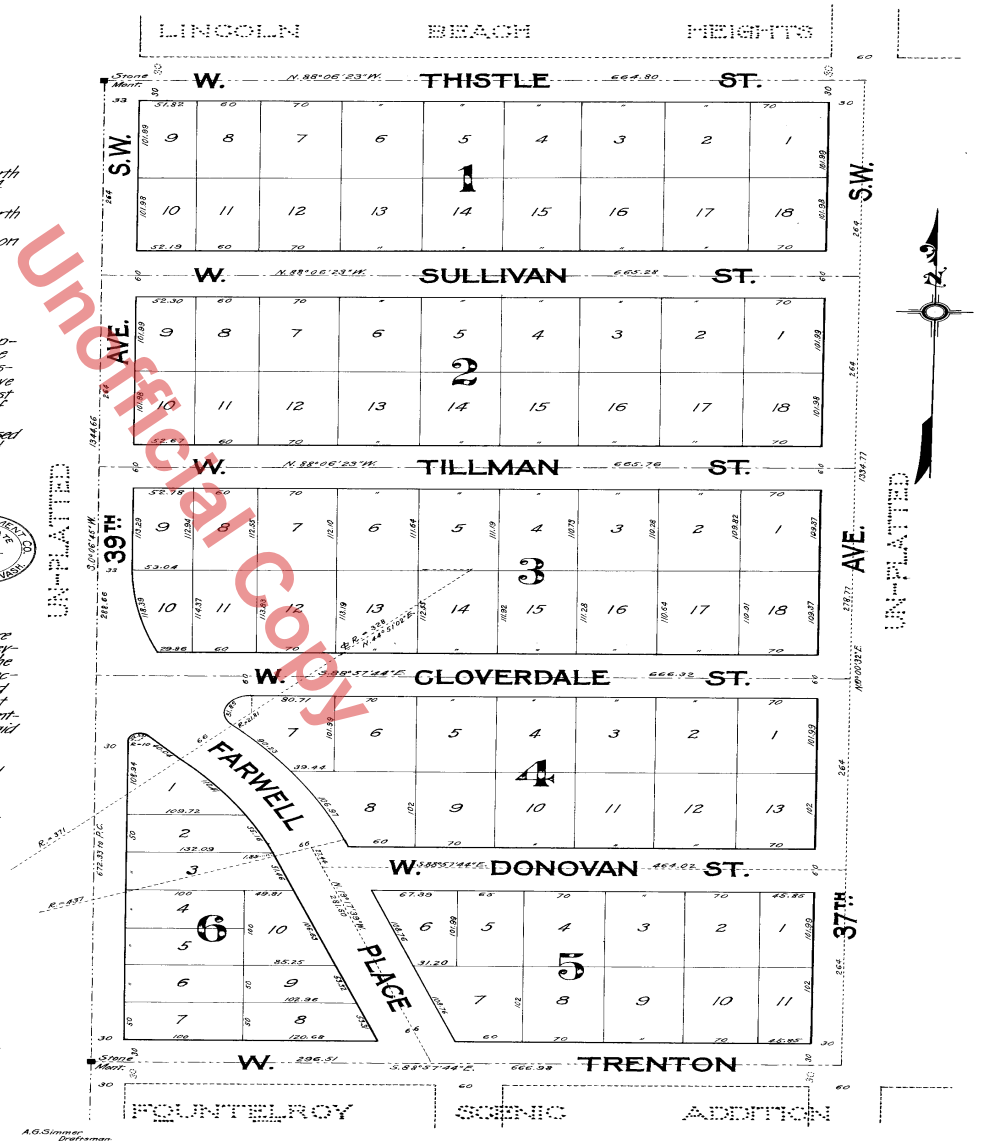
751087

Filed for record at the request of City Engineer this 8 day of June A.D. 1911 at 30 min. past 3 P.M. and recorded in Vol. 20 of plats, page 8 records of King County, Washington.

by [signature] Deputy

Otto A. Case
County Auditor

A.G. Simmer Draftsman



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