150 pare 535 Form L. WASHINGTON 3239604 ITTE NEURANCE COMPANY Statutory Warranty Deed THE GRANTOR James Bothwell for and in consideration of Five fundred Bollins (\$500.), in hand paid, conveys and warrants to Josen Stephens Dollars the following described real estate, situate in the County of King/ State of Washington: That portion of the South West quarter of the Northeast quarter of Section Eleven [1] Jourship Junity files (25) North, Range Five (5) East W. M. Wasterly as Cliss Road CONVEYANCES TE EV TEFES FIFTY CENTS A. D. 1942 Dated this Apl. 15 toy of James Bothundl (Seal) (Seal) STATE OF WASHINGTON, with On this day personally appeared before me Janus Sottweel Kin to me known to be the individual described in and who executed the within and foregoing instrument, and knowledged that isigned the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 15th day of the 1942. in the State of Washington, Notary Pub 131 Am

DECLARATION

DEED RESTRICTIONS AND COVENANTS

THIS DECLARATION AND AGREEMENT, Made and entered into

by and between,

ANGUS HEBB and MATTIE A. HEBB, husband and wife, ROSS P. HEBB and IRENE HEBB, husband and wife, RICHARD F. HARTWIG and CORA M. HARTWIG, husband and wife, W. A. JACKSON and MARGUERITE JACKSON, husband and wife, WILLIAM BACH, an unmarried Man, DONALD F. MOLITOR and JENE V. MONITOR, husband and wife, LEDA FOWLER and DAVID E. FOWLER, husband and wife,

all being owners of Real Estate situated in HEBB'S AVION CITY ADDITION to Seattle, in King County, State of Washington, For and in consideration of the benefits and the obligations to be derived by and imposed upon each of the parties to this agreementand the covenants made herein by each of said parties to all other parties herein named, and for the purpose of creating and maintaining uniform building restrictions as to the use of all property herein described, Each of said parties hereby do covenant and agree with all the other parties herein named, as follows:

- value of less than \$2500.
- or a width of less than 40 feet each.
- shall not apply to a garage located on the rear onefourth of the lot.
- or become a nuisance to the neighborhood.
- in the home of an owner or tenant not prohibited.
- ted upon said property.

MARGARET V.RICE and WILLIAM J. RICE, husband and wife,

(a) No building shall be exected upon any Lot herein described except one detached siggle family residence and a one or two car garage, and no such residence shall be erected or placed upon said lot being of a

(b) No lot shall be subdivided or resubdivided into any building lot having less than 4,000 sq.ft. of lot area

(c) No building shall be erected on any lot nearer than 25. ft. nor further than 25 ft. from the front line, nor nearer than 5 ft. to any side lot line. this covenant

(d) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be

(e) No portion of said property shall ever be used or occupied by any person of the Ethiopian, Malay, or any Asiatic Race, or any person other than of White or Caucasian Race, except that this covenant shall not apply to or prohibit the occupancy by domestic servants of a different race when employed

(f) No trailer, basement, garage or other building not in compliance herewith shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character and not complying at any time be permit-



- such violation.

The following described lots within said HEBB'S AVION CITY ADDITION, are intended to be affected by this agreement, and owned by the persons herein named, to wit;

(g) The covenants and restrictions herein provided are and shall be covenants running with the land and shall be binding upon all parties hereto and all persons claiming by through or under them until January 1st 1962, at which time such covenants and restrictions shall terminate.

(h) If any parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before date of January 1st 1962, it shall be lawful for any other person or persons owning any of the lots herein described, to prosecute any proceeding at law or in equity against the person attempting to so violate or violating any such covenants or restrictions and either to prevent him or them from so doing or to recover proper damages for or on account of

> ANGUS HEBB and wife owning Lots 1-2 and 5 in Block 1, and Lots 5-8-9-10-11 and 12 in Block 3.

Ross P. Hebb and wife, owning Lot 4 in Block 3.

Richard F. Hartwig and wife, owning Lots 3 and 4 in Block 1. WILLIAM BACH, owning Lots 1-2 and 3 in Block 3.

W.A. JACKSON and wife, owning Lot 6 in Block 3.

DONALD F. MOLITOR and wife, owning Lot 7 in Block 3.

LEDA FOWLER and husband, owning Lot 6 in Block 1. MARGARET V. RICE and husband, also owning Lot 6 Block 1.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal, this 25th day of April, A.D. 1942.

n n



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

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HEBB'S AVION CITY ADDITION TO THE CITY OF SEATTLE

P.T.Wiltse, Engr

Scale 1 inch = 100 feet



This plat of Hebb's Avion City Addition to the City of Seattle embraces the N 109.21 feet of the 5134.21 ft. of the W's of the S.E. W's of the N.E. 4 of the N.W. 4 and all of the S.E. 4 of the N.W. 4 except the east 82.98 feet of the N 26 feet all in Section II Twp 25 N R 4 E W.M.

Approved by the Mayor and the City Council of the City of Seattle, by Ordinance No 38306 this 8th clay of October A.D. 1929.

Frank Edwards Mayor

Attest : H.W.Carroll City Comptroller & Ex-officio City Clerk By C M Scott Deputy Clerk



Know all men by these presents that we Angus Hebb and Mattie A. Hebb, man and wife, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all the streets, Avenues and temporary easement shown thereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highways purposes, also the right to make all necessary slopes for cuts or fills upon the blacks and tracts shown on this plat in the reasonable original grading of all the Streets, Avenues, places and drives shown hereon

In witness whereof we have hereunto set our hand and seal this 1st day of June AD. 1929

Angus Hebb. Mattie A. Hebb.

Examined and approved this 11 day of Oct A.D. 29

W. D. Barkhuff City Engineer.

State of Washington) S.S.

State of Washington) as. County of King This is to certify that on this 1st day of June... A.D. 1929, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, person-ally appeared Angus Nebb and Mottle A Kebb, man and wife, to me known to be the individuals des-cribed in and who executed the foregoing instru-ment, and acknowledged to me that they sign-ed and sealed the same as their free and vol-untary act and deed for the uses and purposes. mentioned. mentioned.

In witness whereof I have here unto set my hand and affixed my official seal the day and year in this certificate first above written



Thomas H Corder

Del