

WASHINGTON
TITLE INSURANCE
COMPANY

3769631

Quit Claim Deed

THE GRANTOR Foster M. Pratt and Mary Ruth Pratt, his wife

for and in consideration of \$1.00 & other valuable considerations
convey and quit claim to RIDGECREST HOMES, INC. and BUDGET HOMES, INC.

the following described real estate, situated in the County of King

State of Washington:

Lots one (1) to twenty (20), inclusive, Block one (1):
 Lots one (1) to twenty (20), inclusive, Block two (2):
 Lots one (1) to fourteen (14), inclusive, Block three (3):
 and Lots five (5), six (6) and seven (7), Block four (4):
 All in Hemlock Acres, according to plat thereof recorded
 in volume 44 of plats, page 5, records of said county.



28th day of January, 1948.

Foster M. Pratt (SEAL)
Mary Ruth Pratt (SEAL)

STATE OF WASHINGTON, } ss.
County of King

On this day personally appeared before me Foster M. Pratt & Mary Ruth Pratt, his wife
 to me known to be the individual^s described in and who executed the within and foregoing 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 28th day of January, 1948

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

Filed for Record Feb 2 1948 3:41 PM
 Record of Deeds, Title Company
 ROBERT A. MORRIS, County Auditor

3769632

VOL 2710 PAGE 585

DECLARATION OF PROTECTIVE RESTRICTIONS

This Declaration of Protective Restrictions made this 28th day of
 January, 1948, by Ridgcrest Homes, Inc., a Washington Cor-
 poration, and Budget Homes, Inc., a Washington Corporation, upon the property
 described as follows:

Lots 1 to 20, inclusive, Block 1;
 Lots 1 to 20, inclusive, Block 2;
 Lots 1 to 12, inclusive, Block 3;
 Lots 5 to 7, inclusive, Block 4;

All located in Hemlock Acres Addition, according to plat thereof recorded in
 Volume 44 of Plats, Page 5, records of King County, Washington.

1. 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 one and one-half stories in
 height and a private garage for not more than two cars.
2. 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 writ-
 ing as to conformity and harmony of external design with existing struc-
 tures in the subdivision, and as to location of the building with respect to
 topography and finished ground elevation, by a committee composed of Lew
 Rykes, Albert L. LePierre and J. L. Carroll, or by a representative desig-
 nated by a majority of the members of said committee. In the event of
 death or resignation of any member of said committee, the remaining mem-
 ber, 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 representatives, fails to
 approve or disapprove such design and location within thirty 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 1952. 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.

3. No building shall be located on any residential building plot nearer than twenty feet to the front lot line, nor nearer than ten feet to any side street line. No building, except a detached garage located seventy feet or more from the front lot line, shall be located nearer than five feet to any side lot line.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9718 square feet or a width of less than sixty feet at the front building setback line.
5. 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.
6. 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.
7. No dwelling costing less than \$5,000.00 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 seven hundred and forty-five square feet in the case of a one-story structure nor less than seven hundred and forty-five square feet in the case of a one and one-half story structure.

8. Until public sewers are available all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of Public Health and the local authorities.
9. 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.
10. That no fence, wall, hedge, or mass planting except foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said Covenants shall be automatically extended by successive periods of ten 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 ways affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed the day and year first above written.

BUDGET HOMES, INC.

RIDGECREST HOMES, INC.

By Albert L. LaPierre
Albert L. LaPierre, Vice-PresidentBy Lew Hykes
Lew Hykes, PresidentAnd William A. Branigin
William A. Branigin, TreasurerAnd J. L. Carroll
J. L. Carroll, Secretary-TreasurerSTATE OF WASHINGTON)
COUNTY OF KING } ss.

On this 28th day of January, A.D. 1948, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Albert L. LaPierre and William A. Branigin, to me known to be the Vice-President and Treasurer, respectively, of Budget Homes, 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 stated that they were 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.



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

STATE OF WASHINGTON)
COUNTY OF KING } ss.

On this 28th day of January, A.D. 1948, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Lew Hykes and J. L. Carroll, to me known to be the President and Secretary-Treasurer, respectively, of Ridgecrest Homes, 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 stated that they were 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.



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

Filed for Record Feb. 2 1948 3:12
Record of Seattle Title Company
ROBERT A. MORRIS, County Auditor

HEMLOCK ACRES

IN S.E 1/4 SECT. 5, TWP. 26N, R. 4 E. W.M. KING COUNTY WASHINGTON

MARCH 1947

SCALE 1"=100'

G. M. ANDERSON, ENGINEER

UNPLATTED

DESCRIPTION

THIS PLAT OF HEMLOCK ACRES EMBRACES ALL OF THE EAST 1/2 OF S.W. 1/4 OF S.E. 1/4 OF SECT. 5, T. 26 N. R. 4 E. W.M. EXCEPT RIGHT OF WAY OF SEATTLE'S TRANSMISSION LINE. ALL COURSES AND DISTANCES ARE AS SHOWN HEREON.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED FOSTER M. PRATT AND MARY RUTH PRATT HUSBAND 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 STREETS AND AVENUES SHOWN HEREON, AND THE USE THEREOF FOR 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 SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF ALL THE STREETS AND AVENUES SHOWN HEREON. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 21ST DAY OF MARCH A.D. 1947

FOSTER M. PRATT

MARY RUTH PRATT

ACKNOWLEDGMENT

STATE OF WASHINGTON } SS
COUNTY OF KING }

THIS IS TO CERTIFY THAT ON THIS 21ST DAY OF MARCH, A.D. 1947, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED FOSTER M. PRATT AND MARY RUTH PRATT, HUSBAND AND WIFE TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION AND WHO 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 FIRST ABOVE WRITTEN.

A. F. PRADON
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SEATTLE



RESTRICTIONS

NO LOT OR PORTION OF A LOT OF THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD, OR OWNERSHIP CHANGED OR TRANSFERRED, WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT STATED ON THIS PLAT; NAMELY, SIX THOUSAND (6000) SQUARE FEET FOR R-1 RESIDENCE USE, WITH A MINIMUM LOT WIDTH OF SIXTY (60) FEET. ALL LOTS IN THIS PLAT ARE GOVERNED BY AND SUBJECT TO RESTRICTIONS, RULES AND REGULATIONS OF COUNTY ZONING RESOLUTION N°6494 AND SUBSEQUENT CHANGES THERETO BY OFFICIAL COUNTY RESOLUTION.

WATER SUPPLY - CITY OF SEATTLE

SEWAGE DISPOSAL - BY SEPTIC TANKS

EXAMINED AND APPROVED THIS 8 DAY OF APRIL A.D. 1947

C. GLEN SMITH
COUNTY ROAD ENGINEER BY DEPUTY COUNTY ROAD ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT OF HEMLOCK ACRES IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS 18TH DAY OF APRIL A.D. 1947.

DON S. JOHNSON CHAIRMAN J. R. HEATH SECRETARY W. H. HECKER ACTING EXECUTIVE OFFICER



EXAMINED AND APPROVED THIS 14TH DAY OF APRIL A.D. 1947

ATTEST: RALPH R. STENDER CLERK BOARD OF COUNTY COMMISSIONERS TAYLOR M. GREEN CHAIRMAN BOARD OF COUNTY COMMISSIONERS

I HEREBY CERTIFY THAT THE PLAT OF HEMLOCK ACRES IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF S.E. 1/4 OF SEC. 5, TWP. 26N, R. 4 E. W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND THE PLATTING REGULATIONS.

GEORGE W. ANDERSON
CERTIFICATE No. 1851 RENEWAL No. E1255
MARCH 21, 1947

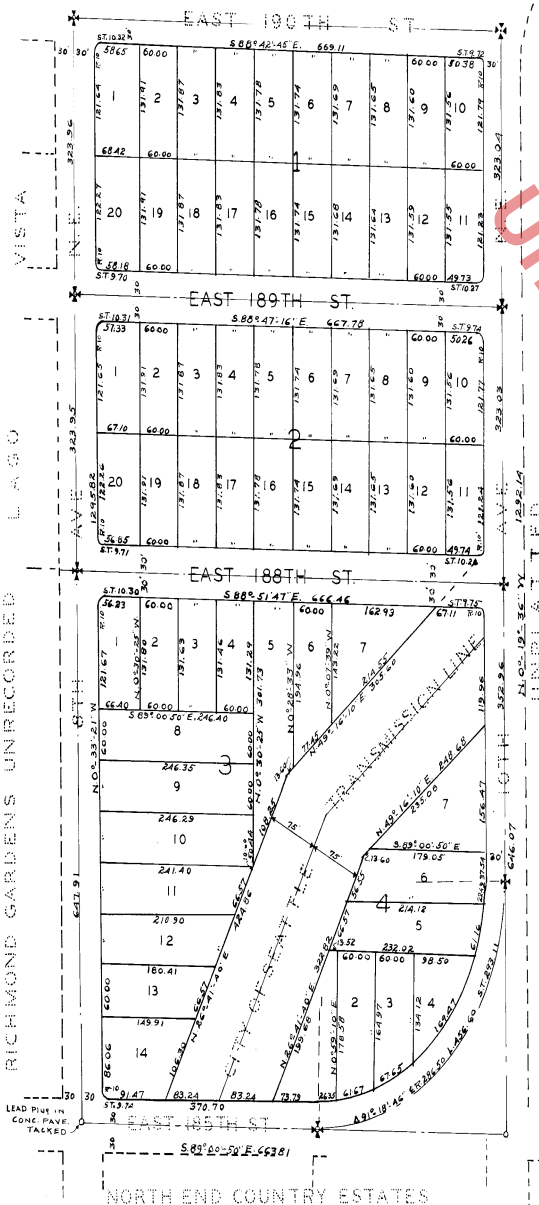


3677755

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 18 DAY OF APRIL A.D. 1947, AT 5.9 MINUTES PAST 9 A.M. AND RECORDED IN VOLUME 44 OF PLATS, PAGE 5, RECORDS OF KING COUNTY WASHINGTON.

BY M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR

ROBERT A. MORRIS
COUNTY AUDITOR



SEE SURVEY VOL. 11 PGE 281