

#### 3267895

# Statutory Warranty Deed

for and in consideration of - - - - - TEN and no/100 - - - - - - Dollars ), in hand paid, conveys and warrants to JOHN E. LEE

King

State of

Lots thirty-three (33) and thirty-four (34), block seven (7), Licton Springs Park Addition -



September , **A.** D. 19 42. Manue Vouce Abuny (SEAL)

au official seal this 3 and day of September, 1942.

Notary Public in and for the State of Washington,

Form L3

# 3267896

### LAGERQUIST BROS., INC.

THOW ALL MEN BY THESE PRESERTS: That whoreas, LAGERQUIST BROS., INC., a corporation, and ROLAND L. STEWART and JUANITA STEWART, individuale, did on the 184 day of September, 192, file in the office of the County Auditor of King County, Washington, a plat of an addition to the County of King, known as LAGERQUIST'S AUDITION, an addition to the County of King, which plat is now on record in said office in Volume 38 of Plats, on Page 4/5 and

WHEREAS, said LAGERQUIST BROS., INC. and ROLAND L. STEWART and JUANITA STEWART, desires the same reservations, restrictions and conditions be made to apply to all of the lots in said addition for the matual benefit of all of the owners of lots in seid addition,

NON THEREFORE, for and in consideration of the premises the said LAGERQUIST BROS. INC., and ROLARD L. STEWART AND JUANITA STEWART, doos hereby declare that all of the lots shown on said plat are and shall be subject to the following reservations and or restrictions and conditions, to wit:

THESE COVERANTS are to Fun with the land and shall to binding on all partice and all persons claining under them until January 1, 1953, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change the covenants. in whole or in part. If the parties hereto or any of them, or their beirs 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 . sub-division to pressoute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent his or them from so deing 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 lets in the tract shall be known and described as residential lets, except

# VOL 2082 PAGE 185

### VOL 2082 PAGE 186

Lot A Blook 1 which is hereby designated and sened for business as shown on the plat. He structures shall be erected, altered, placed or permitted on any residential lot other than the one detached sigle-family dwelling and not to exceed two and one-half stories in height and a private garage for not more than two (2) care. B. That Lot A Block 1 is reserved for retail business, but no trade, occupation or business shall be carried on upon said let or any part thereof or any use made thereof in violation of any law applicable therete, and no part of said lot shall be used for the sale or dispensing of beer, wine or interioating liquors by the drink. C. 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 a committee composed of CARL LAGERQUIST, J. CLARENCE LAGERQUIST and ARTHUR LAGERQUIST, 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 loostion, 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, 1968. 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 mjority 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 5

D. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plet nearer than 20 feet to the front let line, nor mearer than 10 feet to any side street line. No building, except a detached garage or any other building located 75 feet or more from the front let line, shall be located nearer than 5 feet to any side let line.
E. No residential structure shall be erected or placed on any building plet, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line.

F. No noxious or offensive trade or activity shall be carried on upon any let nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G. No trailer, basement, text, o'mok, 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 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 550 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one-story structure and one-half story structure.

I. An easement is reserved over the rear 5 feet of each lot for utility installution and maintenance.

J. 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 septie tank or public sewer.

### VOL 2082 PAGE 187



E. Until public sewers are available all sewage disposal shall be by means of septie tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of Public Health and the local authority. L. No persons of any race other than the White or Gaucasian race shall use or cooupy 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. N. That the area set aside for business, Lot A Blook 1, shall be limited as to provide off street parking space to building floor space in a ratio of 2 to 1. IN WITNESS THEREOF, the parties have hereunte set their hands and seals

1 Planence Lagerquel Chitten & Jagerquist Allerand Ananita Stewart

Notary Public in the Sate of Washington

Filed for Record Sept. 30, 1942 - 2 P.M. Request of Lagerquist Bros. 2nc.

to W. E. Powell, the grantee herein.



Dated September 16th -----, A. D. 19 41 Signed in presence of

Jean Annal.

THIS IS TO CERTIFY, That on this 16th September A. D. 19 41 .day of. before me. the undersigned ... a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came.

J. F. LINSE and ANNIE JEAN LINSE, his wife

to me known to be the individual.s...described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary nd deed for the uses and purposes therein mentioned.

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.

Selected Selected T



DESCRIPTION

COUNTY OF KING