

3308171

RESTRICTIVE AGREEMENT.

THIS AGREEMENT Made and entered into this 7th day of May, 1943, by SOUTH SEATTLE LAND COMPANY, a Washington corporation, hereinafter called "First Party",

WITNESSETH:

WHEREAS, South Seattle Land Company is a duly organized and existing corporation under the laws of the State of Washington, and is now the owner in fee simple of the following described lots in Replat of Linde Terrace No. 2, King County, Washington, according to plat thereof recorded in the office of King County Auditor, which are individually described as follows:

REPLAT OF LINDE TERRACE NO. 2.BLOCK 5.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21.

BLOCK 6.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18.

BLOCK 7.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21.

BLOCK 8.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

AND WHEREAS, First Party intends to sell said lots from time to time to others for residential purposes, and

WHEREAS, it is to the substantial advantage to First Party in making said sales that the restrictive covenants hereinafter set forth be applicable to each and all of the foregoing described lots.

NOW, THEREFORE, in consideration of the advantage to be derived by First Party from the making of this agreement, and in consideration of the purchase of any or all of said described lots

from time to time by others, First Party does hereby covenant and agree as follows:

I.

That the covenants, as hereinafter set forth in this agreement, be, and the same hereby are, declared to be impressed upon each and all of said described lots as covenants running with the said land, and for the period hereinafter specified, to-wit, until Jan 4, 1970, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

(a) All lots herein described 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 (2½) stories in height and a private garage for not more than two (2) cars.

(b) 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 by a majority of a committee composed of John A. Beillargeon, and O.R. Linde, and L.E. McConaughy, or their authorized representative for conformity and harmony of the external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty (30) days after plans have been submitted to it, or 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. Said committee, or their authorized representative shall act without compensation. Said committee shall act and serve until Dec 1, 1945, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative, who, thereafter, shall have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

(c) No building shall be located on any residential building plot nearer than twenty (20) feet to the front

lot line, nor nearer than ten (10) feet to any side street line. No building, except garage or other out building, located 75 feet or more from front lot line shall be located nearer than 5 feet from any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7200 square feet, or a width of less than 60 feet at the front building setback line.

(e) 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.

(f) No persons or 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.

(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 \$2,500.00 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 650 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half, two, or two and one-half story structure.

(i) That no fence, wall, hedge, or mass 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 (3) feet above the finished grade at the back of said retaining wall.

(j) 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 authority.

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; provided, however, the making of this agreement by First Party shall not obligate it to enforce the terms of this agreement other than to see that any and all contracts and instruments of conveyance executed by First Party with respect to said described real property or any portion thereof shall be subject to the covenants as heretofore set forth, and First Party shall not become or be liable for breach of said covenants by any other than itself.

The invalidation of any one of these covenants by judgment or Court Order shall in nowise affect any of the other provisions herein, which shall remain in full force and effect.

II.

That nothing contained in this agreement shall prohibit First Party from executing any further restrictive covenants with respect to said described property or any part thereof, provided that said further restrictive covenants shall not conflict or impair the force of the restrictive covenants set forth in Paragraph I of this Agreement. The restrictions herein contained shall supersede those contained in any other restrictive agreement affecting any of the property herein described.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of May, 1943.



SOUTH SEATTLE LAND COMPANY

By Wm Conaughy ^{vice} PresidentBy A. L. Lueder Secretary.

In consideration of the above and foregoing restrictions, the undersigned BARDAHL, INC., a corporation, and DAHL HOMES, INC., a corporation, hereby consent to the partial release and extinguishment of that certain Restrictive Agreement, dated September 28, 1942, and executed on said date by South Seattle Land Company, a corporation, recorded October 2, 1942, in Volume 2082, Records of Deeds at page

639, in the Auditor's Office of King County, Washington, under Auditor's File No. 3268479, and hereby accept and approve the foregoing Restrictive Agreement as to the property included therein, which was described in the written approval of these parties endorsed upon the said Restrictive Agreement, dated September 28, 1942, and in lieu thereof.



BARD AHL, INC.

By O. Bardahl President

By _____ Secretary



DAHL HOMES, INC.

By Robert R. Dahl PresidentBy Mary L. Dahl Secretary

STATE OF WASHINGTON,
County of King

On this 7th day of May, 1943, before me, personally appeared JOHN B. BARD AHL and O. R. LINDE, to me known to be the President and the Secretary of 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 stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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



Filed for Record May 7, 1943, 1 12 P. M.
Request of South Seattle Land Co.
ROBERT A. MORRIS, County Auditor

WASHINGTON
TITLE INSURANCE
COMPANY

Statutory Warranty Deed

THE GRANTOR NELLIE DEMPSEY, individually, and as Executrix of the Estate of Hugh A. Dempsey, deceased,

for and in consideration of TWENTY-FIVE HUNDRED DOLLARS (\$2500.00) - - - -
in hand paid, conveys and warrants to J. S. GREGG and LOUISE GREGG, his wife,
the following described real estate, situated in the County of King State of _____
Washington:

ok Plat ~~The East 1/2 of~~ Lot 1 in Block 22 of
Pontius' Addition to Seattle, as per plat
recorded in Volume 1 of Plats on page 151,
records of King County, Washington.

This deed is executed by the Grantor, on behalf of Hugh A. Dempsey, by virtue of authority vested in her in the Last Will and Testament of said Hugh A. Dempsey admitted to probate in Superior Court Cause No. 34082, King County, Washington, as shown in the office of the Clerk of said Court.

This conveyance is also made in fulfillment of an unrecorded contract for the sale and purchase of the above described property executed by Hugh A. Dempsey and Nellie Dempsey, as first parties, and J. S. Gregg and Louise Gregg, his wife, as second parties.



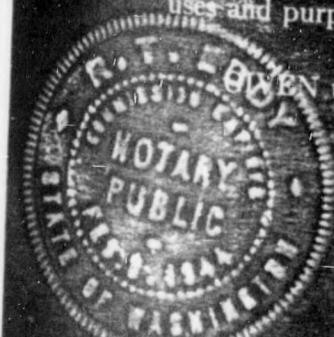
Dated this 23rd day of April, 1943.

Nellie Dempsey (SEAL)

STATE OF WASHINGTON, } ss.
County of KING

Individually and
As Executrix of the Estate of Hugh A. Dempsey, deceased

On this day personally appeared before me NELLIE DEMPSEY, individually and as Executrix of the Estate of Hugh A. Dempsey, deceased, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



under my hand and official seal this 23rd day of April, 1943.

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

Filed for Record Apr. 24, 1943, 4 40 A. M.
Request of Puget Sound Title Insurance Co.
ROBERT A. MORRIS, County Auditor

Filed for Rerecord May 7, 1943, 1 19 P. M.
Request of J. S. Gregg
ROBERT A. MORRIS, County Auditor

REPLAT OF LINDE TERRACE, N° 2

(IN W 1/2 OF N.E. 1/4 OF S.E. 1/4 OF SEC. 18, TWP. 23 N., R. 4 E., W. M.)

SCALE: 100 FEET TO 1 INCH

DESCRIPTION

THIS "REPLAT OF LINDE TERRACE, N° 2" COVERS AND INCLUDES BLOCKS FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8), OF THE PLAT OF LINDE TERRACE, N° 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 38, RECORDS OF KING COUNTY, WASHINGTON. ALL COURSES AND DIMENSIONS ARE AS SHOWN UPON THE FACE OF THE PLAT. THE LINES AND FIGURES OF THE REPLAT ARE FULL BLACK LINES, WHERE THE LINES OF THE ORIGINAL PLAT DIFFER FROM THOSE OF THIS REPLAT, THEY ARE DOTTED. ORIGINAL LOT AND BLOCK NUMBERS ARE DOTTED.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT SOUTH SEATTLE LAND COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, OWNER IN FEE SIMPLE OF THE ABOVE DESCRIBED LAND, HEREBY DECLARES THIS REPLAT OF LINDE TERRACE, N° 2, AND FURTHER GRANTS THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS PRESIDENT AND SECRETARY AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 27TH DAY OF APRIL, A.D. 1943.

SOUTH SEATTLE LAND COMPANY

BY JOHN A. BAILLARGEON
ITS PRESIDENT

ATTEST: O. R. LINDE
ITS SECRETARY



ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 27 DAY OF APRIL, A.D. 1943, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JOHN A. BAILLARGEON AND O. R. LINDE, PRESIDENT AND SECRETARY, RESPECTIVELY, OF SOUTH SEATTLE LAND 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 STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE 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 THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

GUORUN M. BAKER
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SEATTLE.



CERTIFICATE

I HEREBY CERTIFY THAT THIS "REPLAT OF LINDE TERRACE, N° 2" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., THAT THE DISTANCES AND COURSES ARE SHOWN CORRECTLY, THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS ARE STAKED CORRECTLY ON THE GROUND, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS GOVERNING PLATTING.

H.W. RUTHERFORD
CERTIFICATE No. 673, RENEWAL No. E653
DATE: APRIL 25, 1943



RESTRICTIONS

NO LOT, OR PORTION OF A LOT IN 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 (6,000) SQUARE FEET. ALL LOTS IN THIS PLAT ARE HEREBY RESTRICTED TO RESIDENT USE GOVERNED BY RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION No. 6494 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY OFFICIAL COUNTY RESOLUTION.

EXAMINED AND APPROVED THIS 30th DAY OF MAY, A.D. 1943

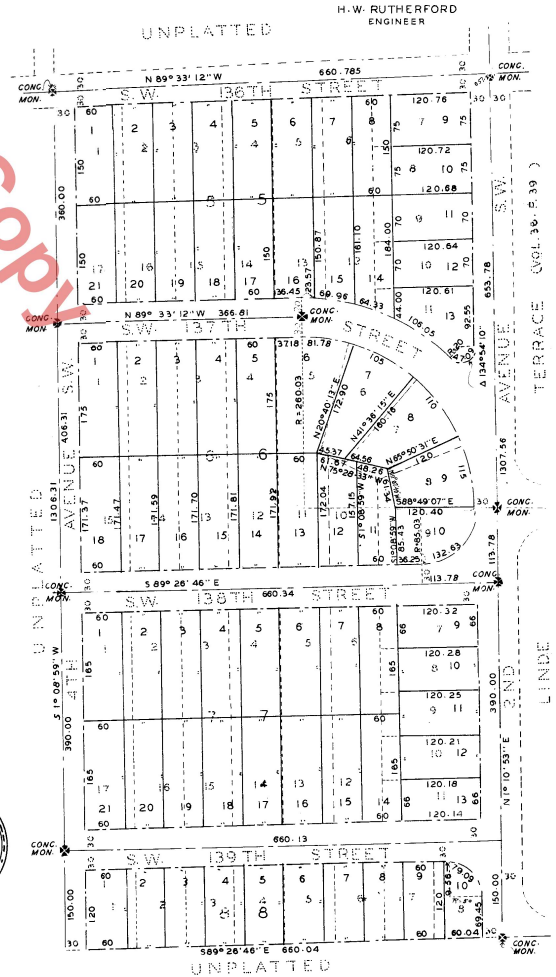
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RUSSELL H. FLUENT
CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS

ATTEST: MINNIE E. SMITH
CLERK, BOARD OF KING COUNTY
COMMISSIONERS

EXAMINED AND APPROVED BY ME THIS 30th DAY OF APRIL, A.D. 1943.

J. R. HEATH
KING COUNTY ROAD ENGINEER



I HEREBY CERTIFY THAT THE WITHIN "REPLAT OF LINDE TERRACE N° 2" IS DULY APPROVED BY KING COUNTY PLANNING COMMISSION THIS 30th DAY OF APRIL, A.D. 1943.

OTWAY PARDEE SECRETARY CLAY ALLEN CHAIRMAN DON S. JOHNSON PLANNING ENGINEER AND EXECUTIVE OFFICER

FILED FOR RECORD AT THE REQUEST OF KING COUNTY PLANNING COMMISSION THIS 5th DAY OF MAY A.D. 1943, AT 45 MINUTES PAST 10 A.M., AND RECORDED IN VOLUME 39 OF PLATS, PAGE 13, RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITOR

BY: M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR

