

#9834

3360002

PROTECTIVE COVENANTS AND RESTRICTIONS

LINDE TERRACE No. 4

THIS AGREEMENT made and entered into by NORTHWEST HOMES, INC., a corporation, this sixth day of December, 1943,

WITNESSETH:

WHEREAS, Northwest Homes, Inc., a corporation, herein referred to as "owner" is the owner of all the following described property, in King County, Washington, to wit:-

The west half ($W\frac{1}{2}$) of the northwest quarter ($NW\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$), together with that portion of the northeast quarter ($NE\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) which lies east of Ambaum Boulevard; all in Section eighteen (18), Township twenty-three (23) north, Range four (4), E.W.M., less county roads, (now platted as LINDE TERRACE No. 4 ADDITION)

and contemplates platting said property and improving and selling said property for homes and home sites, and for the mutual benefit of all persons interested in said property, and for the advantage of all present and future owners of each lot, tract and parcel of land within the limits of said property, and to assure owners and purchasers greater enjoyment, comfort and convenience in the use of said lots, tracts and parcels for homes, and the maintenance of values of all lots in the whole area for the common benefit of all owners thereof, desires to put into effect protective covenants and restrictions in respect of all said property as the same are in this agreement specifically set forth, with the intention that said covenants and restrictions shall be relied upon by all present, prospective and future owners or purchasers of the lots, tracts and parcels into which the said property may be subdivided,

NOW, THEREFORE, in consideration of the premises above recited, Northwest Homes, Inc., as owner, does hereby put into effect as of this date the covenants and restrictions herein specifically set forth, and does hereby agree that said property and all interests therein shall henceforth be subject and subordinate to the covenants and restrictions herein described.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for 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 grantees 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.

2. All lots in the tract shall be known and described as Residential Lots, except the area reserved for business, described as follows:

Lot 18, Block 20 according to plat of Linde Terrace #4 as recorded December 14th, 1943, under Auditor's File No. 3354466 in Volume 39 of plats, Page 34, records of King County.

and an area reserved for park purposes, described as follows:

Lot A, Block 20, according to plat of Linde Terrace #4 as recorded December 14th, 1943, under Auditor's File No. 3354466 in Volume 39 of plats, Page 34, records of King County.

and an area reserved for the purposes of a planting screen ten feet in width along the entire frontage of the property abutting on Ambaum Boulevard, except the business area above described.

3. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling for single family occupancy only, not to exceed two stories in height and a private garage for not more than two cars.

4. 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 O. I. Hall, J. A. Troxell and W. H. Williams, 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 sub-division and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

5. 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 plot nearer than 20 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.

6. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6500 square feet, or a width of less than 54 feet at the front building set back line, except that in the cases of lots 7, 8, 9, 10, 11, inclusive, Block 20, the width of the lot at the front building setback line shall not be less than 45'.

7. 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.

8. 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.

9. 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 650 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one and one-half, two or two and one-half story structure.

10. That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to exterior appearances including finished painting within six months from date of commencement of construction and shall be connected to septic tank or public sewer.

11. 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.

12. 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.

13. 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.

14. The making of this agreement and the placing of the above covenants and restrictions on the property described herein by Northwest Homes, Inc. shall not obligate the Northwest Homes, Inc., or any party executing this agreement, to enforce the terms of these covenants, restrictions and agreement, other than to see that any and all contracts and instruments of conveyance executed by them respectively with respect to said described real property, or any portion thereof, shall be subject to the covenants as heretofore set forth, and neither Northwest Homes, Inc. nor the other parties executing this agreement, shall be liable for breach of said covenants by any other than itself.

IN WITNESS WHEREOF, said owner, Northwest Homes, Inc., has caused these presents to be executed by its undersigned officers thereunto duly authorized as of the date first above written, and its corporate seal to be hereunto affixed.



NORTHWEST HOMES, INC.

BY J. G. Brown
Its President
BY H. H. Williams
Its Secretary

Seattle Trust and Savings Bank, a Washington corporation, as mortgagee of the interest of Northwest Homes, Inc. in the said property and contract, does hereby consent to the execution of the foregoing agreement, and does covenant and agree that all interest in said property at any time held or hereafter acquired in respect thereto by the undersigned, by virtue of said mortgage it holds, shall be subject and subordinate to the terms of the foregoing agreement.

Executed at Seattle, Washington, January 12, 1944,
1944.



SEATTLE TRUST AND SAVINGS BANK

BY Roy S. Taylor
Vice President
BY John E. Anderson
Assistant Secretary

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

On this sixth day of December, 1943,
 before me, the undersigned, a notary public in and for the State
 of Washington, personally appeared J. A. Troxell
 and W. H. Williams, to me known to be the
President and Secretary
 of NORTHWEST HOMES, INC., the corporation that executed the
 within and foregoing instrument and acknowledged the said instru-
 ment 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 seal
 the day and year in this instrument first above written.

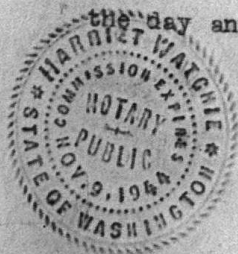


Edna M. Belknap
 Notary Public in and for the
 State of Washington,
 residing at Seattle.

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

On this 12th day of January, 1944,
 before me, the undersigned, a notary public in and for the State
 of Washington, personally appeared Roy T. Taylor
 and John E. Anderson, to me known to be the vice
 president and assistant secretary of SEATTLE TRUST AND SAVINGS
 BANK, 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 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 seal
 the day and year in this instrument first above written.



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

Filed for Record Jan 13, 1944 11:43 A.M.
 Request of Seattle Title Company
 ROBERT A. MORRIS, County Auditor

LINDE TERRACE NO. 4

35

IN NW/2 OF NW/4 OF SE 1/4, AND IN PORTION OF NE 1/4 OF SW 1/4 OF SECTION 18, TWP. 23N., R. 4E., W.M.

SCALE: 1 INCH = 100 FEET

NOVEMBER, 1943

H.W. RUTHERFORD
ENGINEER

DESCRIPTION

THIS PLAT OF LINDE TERRACE, N° 4 " COVERS AND INCLUDES THE WEST ONE - HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/2 OF NW 1/4 OF S. E. 1/4), AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N.E. 1/4 OF S.W. 1/4) LYING EASTERLY OF AMBAUM BOULEVARD, ALL IN SECTION EIGHTEEN (18) TOWNSHIP TWENTY-THREE (23) NORTH, RANGE FOUR (4) EAST, W.M., EXCEPTING THEREFROM THE COUNTY ROAD. ALL COURSES AND DIMENSIONS ARE AS SHOWN UPON THE FACE OF THE PLAT.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT NORTHWEST HOMES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL THE STREETS, AVENUES AND ALLEYS SHOWN THEREON AND FURTHER DEDICATES TO THE USE OF THE PUBLIC FOREVER FOR PARK PURPOSES, THE TRACT DESIGNATED HEREON AS LOT "A" IN BLOCK 20, AND THE USE OF SAID STREETS, AVENUES AND ALLEYS FOR ANY AND 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 AND BLOCKS SHOWN HEREON IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES AND ALLEY 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 AFFIXED THIS 15TH DAY OF NOVEMBER, A.D., 1943.

NORTHWEST HOMES, INC.

BY J. A. TROKELL
ITS PRESIDENTATTEST W. H. WILLIAMS
ITS SECRETARY

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 15TH DAY OF NOVEMBER, A.D., 1943, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED J. A. TROKELL AND W. H. WILLIAMS, PRESIDENT AND SECRETARY, RESPECTIVELY OF NORTHWEST HOMES, INC., 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.

SYLVIE PIERCE
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT SEATTLE.

CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF LINDE TERRACE N° 4, 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 STAKED CORRECTLY ON THE GROUND, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS CONCERNING PLATTING.

H. W. RUTHERFORD
ENGINEER AND SURVEYOR
BY J. A. TROKELL

RESTRICTIONS

NO LOT OR PORTION OF A LOT IN THIS PLAT, SHALL BE DIVIDED AND SOLD OR REDEVELOPED, OR OWNERSHIP CHANGED OR TRANSFERRED, WHEREIN THE OWNERSHIP OF ANY PORTION OF THIS PLAT EXCEPTING LOT 18, BLOCK 20, SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DEDICATED IN THIS PLAT, NAMELY, SIX THOUSAND (6,000) SQUARE FEET. ALL LOTS IN THIS PLAT, EXCEPTING SAID LOT 18, IN BLOCK 20, ARE HEREBY RESTRICTED TO RESIDENCE USE GOVERNED BY RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION N° 6494 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY OFFICIAL COUNTY RESOLUTION.

LOT 18, IN BLOCK 20, IS HEREBY RESTRICTED TO BUSINESS USE.

I HEREBY CERTIFY THAT THE WITHIN PLAT OF LINDE TERRACE N° 4, IS DULY APPROVED BY KING COUNTY PLANNING COMMISSION THIS 14 DAY OF DECEMBER, A.D., 1943.

OTWAY PARDEE
SECRETARYCLAY ALLEN
VICE CHAIRMANDON S. JOHNSON
PLANNING ENGINEER AND EXECUTIVE OFFICER

3354468

FILED FOR RECORD AT THE REQUEST OF KING COUNTY PLANNING COMMISSION THIS 14 DAY OF DECEMBER, A.D., 1943, AT 23 MINUTES PAST 9 A.M., AND RECORDED IN VOLUME 12 OF PLATS, PAGE 18, 34, 35. RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITORBY M. J. B. WILLIAMS
DEPUTY COUNTY AUDITOR

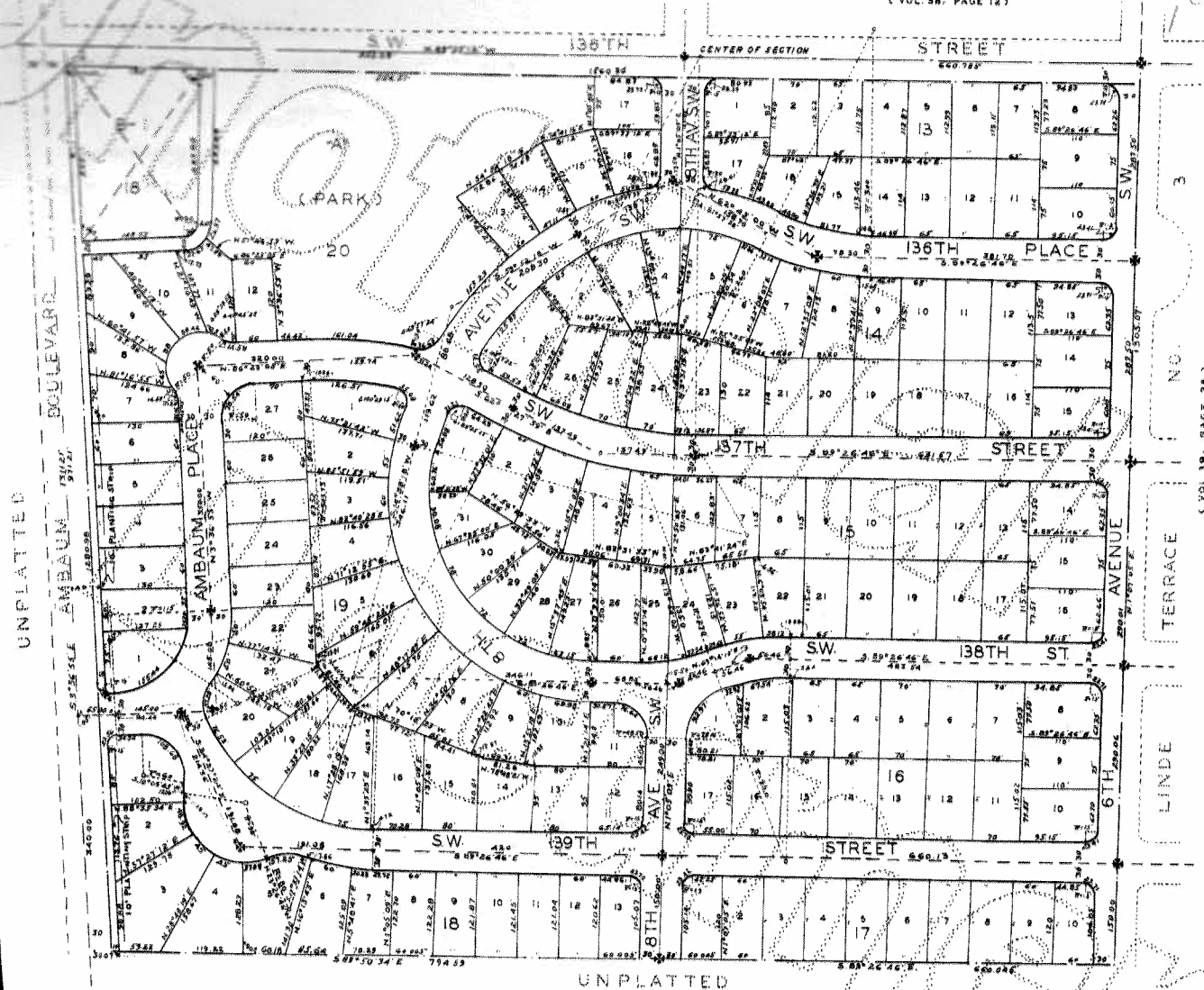
2/24 Dms 197



PENSIS ADDITION
F VOL. 36, PAGE 25

G.L. BROOK'S SOUTHWOOD ADDITION
(VOL. 36, PAGE 12)

2nd HUBSW



NO. 3
(VOL. 36, PAGE 26)

LINDE

TERRACE