

Vol 2748 pg 538

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RESTRICTIVE AGREEMENT

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This agreement made and entered into this 15th day of April, 1948, by South Seattle Land Company, a Washington corporation, hereinafter called "First Party",

W I T N E S S E T H

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 Linde and Hill Park No. 3, King County, State of Washington, according to plat thereof recorded in the office of King County Auditor, which lots are individually described as follows:

LINDE AND HILL PARK NO. 3

Block 14

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.

Block 15

Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

Block 16

Lots, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34.

AND WHEREAS, FIRST PARTY INTENDS TO SELL SAID LOTS FROM TIME TO TIME TO OTHERS FOR RESIDENTIAL PURPOSES, EXCEPT AS HEREINAFTER SET FORTH, 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 with the exceptions hereinafter set forth.

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:

1.

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 for the period hereinafter specified to-wit, until August 31, 1973, 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 covenants in whole or in part.

(a) That all of said described lots shall be known and described as residential lots, and 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 stories in height and a private garage for not more than two cars.

(b) No building shall be erected, placed, or altered on any building lot 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 O. R. LINDE, H. MAURINE LINDE and M. J. MARLOWE, 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 set-back lines. In the case of the death, disability, or resignation of any member or members of said committee, the surviving member or members shall have authority to appoint another member to fill the vacancy thus created, 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 50 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 1973, 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 thirty (30) feet to the front lot line nor nearer than ten (10) feet to any side street line. No building except a garage or other outbuilding located sixty (60) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than sixty (60) feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 7,000 square feet or a width of less than sixty (60) feet at the front building set-back 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 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.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said described lots 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, provided that during the first nine (9) months of construction of a permanent dwelling, a trailer, basement, garage or temporary outbuilding may be occupied on the lot by the owner or purchaser of said property.

(h) No dwelling costing less than \$3000.00 shall be permitted on any of said lots. 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 550 square feet in the case of a one and one-half, two or two and one-half story structure.

(i) That these covenants are to run with the land and shall be binding on first party and all persons claiming under it until August 31, 1974, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(j) That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within nine(9) months from date of commencement of construction and shall be connected to sanitary sewer or septic tank.

(k) 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.

(l) The invalidation of any one of these covenants by judgment or Court order shall in no wise effect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 15th day of April, 1948.

SOUTH SEATTLE LAND COMPANY

By H. Maurice Lunde  
President

By [Signature]  
Secretary



STATE OF WASHINGTON )  
                                  ) SS  
County of King )

On this 19th day of April, 1948, beforeme, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. MAURINE LINDE and O. R. LINDE to me known to be the President and Secretary, respectively, of SOUTH SEATTLE LAND COMPANY, 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 are 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.



*Bill A. Loran*  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing in Seattle.

Filed for Record *May 29 1948 3:06 P.M.*  
Request of Seattle Title Company  
ROBERT MORRIS, County Auditor

# LINDE AND HILL PARK NO. 3

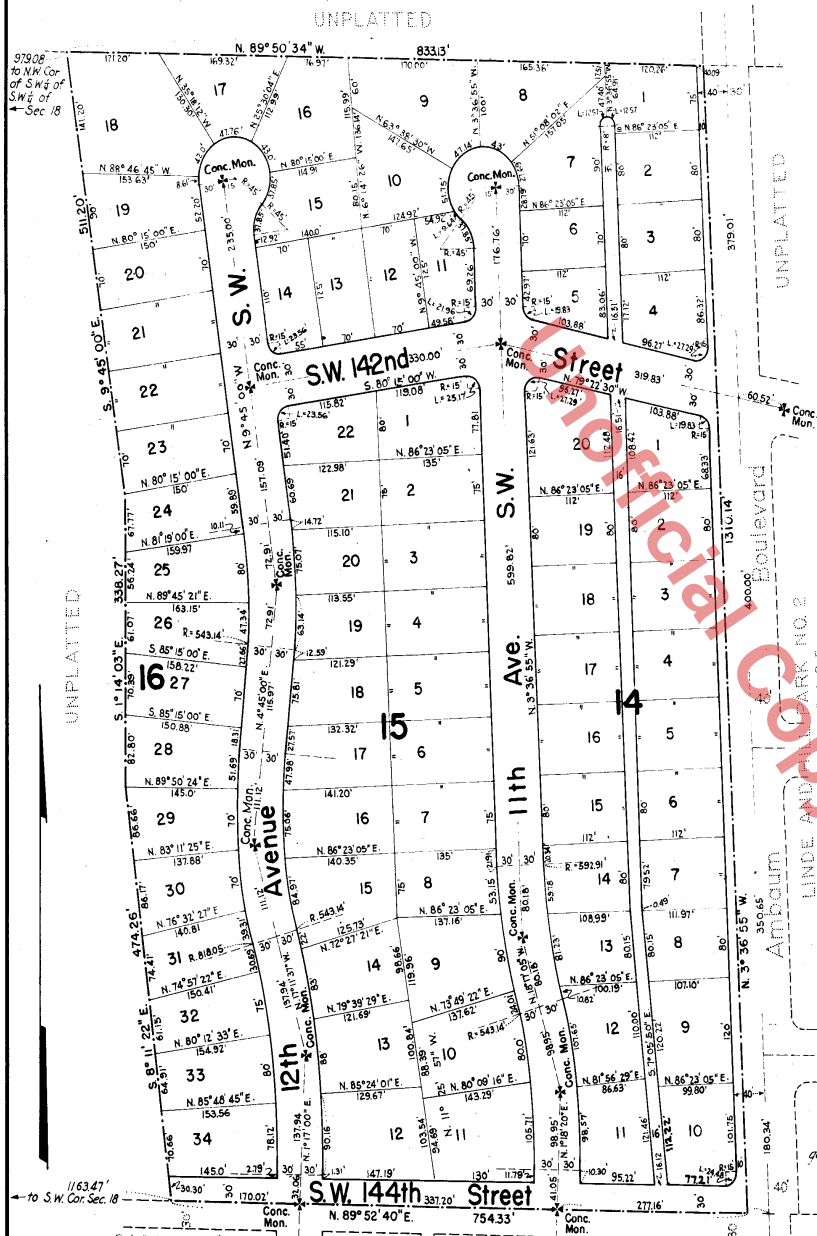
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(PORTIONS OF S.W. 1/4 OF S.W. 1/4 AND OF S.E. 1/4 OF S.W. 1/4 OF SECTION 18, TOWNSHIP 23 N, R. 4 E, W. M.)

SCALE: 1" = 100'

NOVEMBER, 1946

H. W. RUTHERFORD  
ENGINEER



### DEDICATION

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 land hereby platted, hereby dedicates this plat and dedicates to the use of the public forever all the streets, avenues and alley shown hereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, and 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 the 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 hereunto affixed this 22<sup>nd</sup> day of March, A. D. 1948.

South Seattle Land Company,  
By H. Maurice Linde  
Its President

Attest O. H. Linde  
Its Secretary



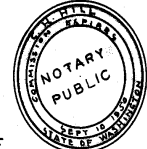
### ACKNOWLEDGEMENT

State of Washington )  
County of King ) ss

This is to certify that on this 22<sup>nd</sup> day of March, A. D. 1948 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. Maurice Linde and O. H. 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.

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



### CERTIFICATE

I hereby certify the plat of "LINDE AND HILL PARK NO. 3" 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. E1059  
Date: January 1st, 1948.



### RESTRICTIONS

No lot or a 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, 6000 square feet for suburban S-2 use. All lots in this plat are restricted to suburban S-2 use, with a minimum tract width of sixty feet at the building line, 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 19<sup>th</sup> day of April, A. D. 1948.

Raydon M. Greene  
Chairman, Board of King County Commissioners  
Attest: Robert A. Morris  
Clerk, Board of King County Commissioners



Examined and approved by me this 15<sup>th</sup> day of April, A. D. 1948.  
Phil W. Meyer  
Acting King County Road Engineer

### DESCRIPTION

This plat of "LINDE AND HILL PARK NO. 3" covers and includes those portions of the southwest quarter (S.W. 1/4 of S.W. 1/4) and of the southeast quarter of the southwest quarter (S.E. 1/4 of S.W. 1/4) of Section Eighteen (18), Township Twenty-three (23) North, Range Four (4) East, W.M., lying westerly of Ambaum Boulevard and lying easterly of the following described lines: Beginning at a point on the north line of the southwest quarter of the southwest quarter (S.W. 1/4 of S.W. 1/4) of said section from which point the northwest corner of said subdivision bears North 89° 50' 34" West a distance of 979.09 feet and running thence South 9° 45' 00" East 511.20 feet; thence South 1° 14' 03" East 338.27 feet; thence South 8° 11' 22" East 474.26 feet to a point on the south line of said subdivision from which point the southwest corner of said section bears South 89° 52' 40" West a distance of 1163.47 feet.

All courses and dimensions are as shown upon the face of the plat.

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Filed for record at the request of King County Planning Commission this 30<sup>th</sup> day of April, A. D. 1948, at 10 minutes past 3 P. M., and recorded in Volume 62, of Plats, Page 62, Records of King County, Washington.

By M. Williams Deputy County Auditor  
Robert A. Morris King County Auditor

I hereby certify that the within plat of "LINDE AND HILL PARK NO. 3" is duly approved by King County Planning Commission this 29<sup>th</sup> day of April, A. D. 1948.  
J. Heath Secretary  
W. H. Deener Executive Officer  
John Johnson Chairman