

WASHINGTON  
TITLE INSURANCE  
COMPANY

3307549

Form L 26

## PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT

For value received the undersigned assignor - holder - of that certain real estate contract entered into on the 13th day of December 1931, between Minnie Paul, a widow, \_\_\_\_\_, as seller, and Robert A. Lemieux,

as purchaser, for the sale and purchase of the following real estate situated in King County, Washington, to-wit: Lots 35, 36 and 37, Block 14, South Park Addition to the City of Seattle, according to plat recorded in Volume 40 of Plats, page 87, records of King County.

and said Robert A. Lemieux, who hereby states that he is a bachelor,

does hereby assign, transfer and set over to M. M. MUNSON

, the assignee, the said real estate contract, and said assignor do bargain, sell and convey said described premises to said assignee, who hereby assumes and agrees to fulfill the conditions of said real estate contract.

Dated this 22nd day of April, 1943

*Robert A. Lemieux*

STATE OF WASHINGTON, }

County of KING }

On this day personally appeared before me Robert A. Lemieux



to me known to be the individual - described in and who executed the within and foregoing instrument, and he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

under my hand and official seal this 22nd day of April, 1943

*Sanford M. ...*

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

STATE OF WASHINGTON, }

County of \_\_\_\_\_ }

On this \_\_\_\_\_

day of \_\_\_\_\_

and \_\_\_\_\_

, 19 \_\_\_\_\_

, personally appeared

to me known to be the \_\_\_\_\_

President and \_\_\_\_\_

Secretary, respectively, of \_\_\_\_\_

the corporation that executed the foregoing instrument, and acknowledged 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 \_\_\_\_\_ 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 first above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

3307564

## RESTRICTIVE AGREEMENT

THIS AGREEMENT Made and entered into this 30th day of April,

1943, by SOUTH SEATTLE LAND COMPANY and OLYMPIC CONSTRUCTION COMPANY, both Washington corporations, hereinafter called "First and Second Parties", respectively, and ~~ALLIED BUILDING CREDITS, INC.~~, a Delaware corporation, hereinafter called "Third Party";

## WITNESSETH:

WHEREAS, the South Seattle Land Company and Olympic Construction Company are duly organized and existing corporations under the laws of the State of Washington; ~~and Allied Building Credits, Inc., is a duly organized and existing corporation under the laws of the State of Delaware;~~ and

WHEREAS, the First and Second Parties are owners in fee simple of certain lots, ~~and Third Party is mortgagee of certain lots~~, of the following described No. 2 lots in Lowe's Terrace, King County, State of Washington, according to plat thereof, recorded in the office of King County Auditor, which lots are individually described as follows:

## LOWE'S TERRACE NO. 2

## Block 9

Lots: 10, 11, 12, 13, 14, 15, 16, 17.

## Block 10

Lots: 1, 2, 3, 4, 5, 6.

## Block 11

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

## Block 12

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

## Block 13

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

## Block 14

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

## Block 15

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

## Block 16

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

AND WHEREAS, First and Second Parties intend to sell said lots from time to time to others for residential purposes, ~~and Third Party has an interest in certain portions of said property, as mortgagee,~~ and

WHEREAS, it is to the substantial advantage to First and Second Parties in making said sales, ~~and is to the substantial advantage of Third Party, as mortgagee,~~ 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, Second and Third Parties~~ 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, Second and Third Parties~~ do 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 January 1, 1968, 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 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. Baillargeon, and O. R. Linde, and M. 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 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 January 1, 1965, 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 line nor nearer than ten (10) feet to any side street line. No building, except a garage or other outbuilding located seventy-five (75)

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 fifty (50) feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than fifty-eight (58) 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 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 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 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

(i) An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

(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) 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.

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, Second and Third Parties shall not obligate them to enforce the terms of this agreement



other than to see that any and all contracts and instruments of conveyance executed by said parties with respect to said described real property or any portion thereof shall be subject to the covenants as heretofore set forth and said parties shall not become or be liable for breach of said covenants by any other than themselves.

The invalidation of any one of these covenants by judgment or Court order shall in no wise 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, Second and Third Parties, or at least 75% of the then property owners, 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30<sup>th</sup> day of April, 1943.

SOUTH SEATTLE LAND COMPANY

By John A. Baillargeon PresidentBy L. Luise Secretary  
Party of the First Part.

OLYMPIC CONSTRUCTION COMPANY

By E. S. Howell PresidentBy W. A. Lowell Secretary  
Party of the Second Part.~~ALLIED BUILDING CREDITS, INC.~~

By \_\_\_\_\_ President

By \_\_\_\_\_ Secretary  
Party of the Third Part.STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 30<sup>th</sup> day of April, 1943, before me, personally appeared JOHN A. BAILLARGEON and O. R. LINDE, to me known to be the President and Secretary of the South Seattle Land Company, a Washington 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.



Marie E. McCauley  
Notary Public in and for the State of  
Washington, residing at Seattle.

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 4<sup>th</sup> day of May, 1943, before me, personally appeared E. S. Howell and W. A. Lowell, to me known to be the President and Secretary of the Olympic Construction Company, a Washington 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.



Norman C. Lowe  
Notary Public in and for the State of  
Washington, residing at Seattle.

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1943, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the ALLIED BUILDING CREDITS, INC., a Delaware 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.

Filed for Record May 4, 1943 4:41 p.m.  
Request of Seattle Title Company  
ROBERT A. MORRIS, County Auditor

Notary Public in and for the State of  
Minnesota, residing at \_\_\_\_\_



# LOWE'S TERRACE No 2

IN W 1/2 OF SW 1/4 OF SEC. 27, TWP. 23 N., R. 4 E., W. M.

SCALE: 1 INCH = 200 FEET

MARCH, 1943

28 \* 27

H. W. RUTHERFORD  
ENGINEER

## DESCRIPTION

THIS PLAT OF "LOWE'S TERRACE No 2" COVERS AND INCLUDES THE FOLLOWING PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER C W 1/2 OF SW 1/4 OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE FOUR (4) EAST, W.M., TO-WIT -

BEGINNING AT THE SOUTHWEST CORNER LOT 9, BLOCK 8, LOWE'S TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, RECORDS OF KING COUNTY, WASHINGTON, AND RUNNING THENCE SOUTH 0° 02' 48" EAST, ALONG THE WEST LINE OF SAID PLAT AND THE SAME PRODUCED SOUTHERLY 544.06 FEET TO THE SOUTH MARGIN OF SOUTH 172ND STREET, THENCE ALONG SAID STREET MARGIN SOUTH 89° 59' 10" EAST 350.00 FEET; THENCE SOUTH 0° 02' 48" EAST 1180.00 FEET TO THE NORTH MARGIN OF SOUTH 173RD STREET, THENCE ALONG SAID NORTH MARGIN NORTH 89° 59' 10" WEST 700.00 FEET; THENCE NORTH 0° 02' 48" WEST 1054.79 FEET TO AN INTERSECTION WITH A CURVE HAVING A RADIUS OF 603.14 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 11° 25' 29" WEST FROM THIS POINT OF INTERSECTION, THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 115.07 FEET; THENCE ALONG A LINE TANGENT TO SAID CURVE SOUTH 89° 43' 36" WEST 61.37 FEET TO A POINT ON THE WEST OF SAID SECTION TWENTY-SEVEN (27) WHICH POINT IS 30.00 FEET SOUTH 0° 03' 48" EAST, MEASURED ALONG SAID SECTION LINE, FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 OF NW 1/4 OF SW 1/4) OF SAID SECTION; THENCE NORTH 0° 03' 48" WEST, ALONG SAID SECTION LINE, 60.00 FEET; THENCE NORTH 89° 43' 36" EAST 611.15 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 543.14 FEET A DISTANCE OF 320.22 FEET TO A POINT OF REVERSE CURVE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 603.14 FEET A DISTANCE OF 181.06 FEET TO THE PLACE OF BEGINNING, LESS PORTIONS THEREOF HERETOFORE CONVEYED TO KING COUNTY FOR ROAD PURPOSES.

ALL COURSES AND DIMENSIONS ARE AS SHOWN UPON THE FACE OF THE PLAT.

## 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 DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL THE STREETS AND AVENUES SHOWN THEREON, AND THE USE THEREOF 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 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 31ST DAY OF MARCH, A.D. 1943.

**SOUTH SEATTLE LAND COMPANY**

JOHN A. BALLARGEON  
ITS PRESIDENT

ATTEST: O. R. LINDE  
ITS SECRETARY



## ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 31ST DAY OF MARCH, 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. BALLARGEON AND O. R. LINDE, PRESIDENT AND SECRETARY, RESPECTIVELY, OF SOUTH SEATTLE LAND COMPANY, THE CORPORATION THAT CAUSED THE WITHIN AND FOR THE WITHIN 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

**MARIE C. McCONAUGHY**  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, RESIDING AT SEATTLE.



## CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF "LOWE'S TERRACE No 2" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 27 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 675, RENEWAL N 2 653  
DATE JAN. 28 1943

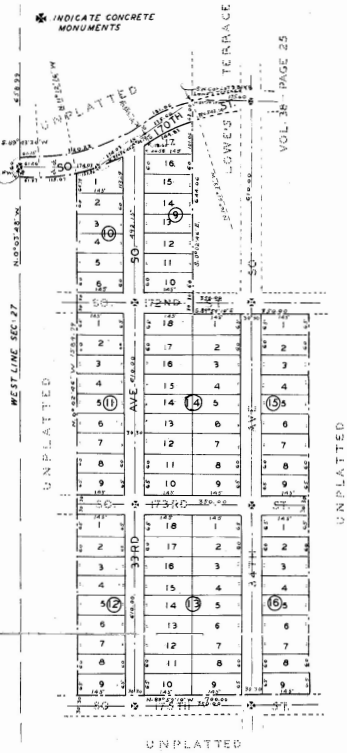


## RESTRICTIONS

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 RESIDENCE USE GOVERNED BY RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION NO. 6494 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY OFFICIAL COUNTY RESOLUTION.

\* INDICATE CONCRETE MONUMENTS



UNPLATTED

EXAMINED AND APPROVED BY ME THIS \_\_\_ DAY OF APRIL, A.D., 1943  
**J. R. HEATH**  
KING COUNTY ROAD ENGINEER



I HEREBY CERTIFY THAT THE WITHIN PLAT OF "LOWE'S TERRACE No 2" IS DULY APPROVED BY KING COUNTY PLANNING COMMISSION THIS 27 DAY OF APRIL, A.D. 1943

OTWAY PARDEE SECRETARY C. S. HARLEY CHAIRMAN DON S. JOHNSON PLANNING ENGINEER AND EXECUTIVE OFFICER

EXAMINED AND APPROVED THIS 28 DAY OF APRIL, A.D., 1943.

**RUSSELL H. FLUENT**  
CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS



3306167

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

FILED FOR RECORD AT THE REQUEST OF KING COUNTY PLANNING COMMISSION THIS 28TH DAY OF APRIL, A.D., 1943, AT 48 MINUTES PAST 3 A.M. AND RECORDED IN VOLUME 33 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

— ROBERT A. MORRIS —  
KING COUNTY AUDITOR

BY M. J. R. WILLIAMS  
DEPUTY COUNTY AUDITOR