voi 1955 page 632

This agreement made and entered into this 26th day of March, 1941, 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 real property situated in the County of King, State of Washington, described as:

CLIPPER VIEW SUBDIVISION West 80 feet of South 135 feet of Tract 30, Moore's Five Acre Tracts. East 80 feet of West 160 feet of South 135 feet of Tract 30, Moore's East 80 feet of West 240 feet of South 135 feet of Tract 30, Moore's -East 80 feet of West 320 feet of South 135 feet of Tract 30, Moore's West 30 feet of South 135 feet of Tract 29 Moore's Five Acre Tracts; East 80 feet of the West 110 feet of the South 135 feet of Tract East 80 feet of West 190 feet of South 135 feet of Tract 29, Moore's East 80 feet of West 270 feet of the South 135 feet of Tract 29,

Five Acre Tracts. Five Acre Tracts. Five Acre Tracts. and the South 135 feet of Tract 30, of said plat, excepting therefrom the West 320 feet thereof. 29. Moore's Five Acre Tracts. Five Acre Tracts. Moore's Five Acre Tracts.

East 80 feet of West 350 feet of South 135 feet of Tract 29, Moore's Five Acre Tracts.

The South 135 feet of Tract 28, Moore's Five Acre Tracts, excepting therefrom the East 305 feet thereof; and the South 135 feet of Tract 29 of said plat, excepting therefrom the West 350 feet thereof.

Tract	28,	The West 80 feet of Moore's Five Acre
Tract	28,	The West 80 feet of Moore's Five Acre
Tract	28,	The West 80 feet of Moore's Five Acre]
Iract	38.	The East 80 feet of Moore's Fire Acres

3154720

RESTRICTIVE AGREEMENT

of the East 305 feet of the South 135 feet of iracts.

f the East 225 feet of the South 135 feet of racts.

the East 145 feet of the South 135 feet of iracts.

f the West 149.91 feet of the North 135 feet of , moore's rive Acre Tracts.

Page 2 - Continued

The North 135 feet of Tract 37, Moore's Five Acre Tracts, excepting therefrom the West 335 feet thereof; and the West 69.91 feet of the North 135 feet of Tract 38, Moore's Five Acre Tracts. The East 80 feet of the West 335 feet of the North 135 feet of Tract 37, Moore's Five Acre Tracts. The East 80 feet of the West 255 feet of the North 135 feet of Tract 37. Moore's Five Acre Tracts. The East 85 feet of the West 175 feet of the North 135 feet of Tract 37, Moore's Five Acre Tracts. The West 90 feet of the North 135 feet of Tract 37, Moore's Five Acre Tracts.

AND WHEREAS, First Party intends to sell said portions of said described real property 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 portions of said described real property 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 portions of said described real property from time to time by others, First Party does hereby covenant and

agree as follows:

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 portions of said described real property as covenants running with the said land and for the period hereinafter specified, to-wit, until January 1, 1967 , 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 portions of said described real property it is agreed to change the said covenants in whole or in part.

(a) That all lots in the tract 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? to exceed two and one-half stories in height and a private garage for not more than two cars.

VOL 1956 PAGE 633

OFA MARA

Page 3 - Continued.

(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 the 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 sforesaid 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 have 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 1967 , 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 a garage or other outbuilding located eighty (80) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line. No residence or attachd appurtenance shall be erected on any lot farther than 40 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 9,000 square feet or a width of less than eighty (80) 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 z temporary character be used as a residence.

(h) No dwelling costing less than \$1800.00 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 600 square feet in the case of a one-story structure nor less than 500 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 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) 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

Page 4 - Continued.

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.

(1) 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. die die O That nothing contained in this agreement shall prohibit First Party from executing any further restrictive covenents 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

THELAND ". SOUTH SEATTLE LAND COMPANY '

STATE OF WASHINGT

PE111320

County of King

On this 26th day of March, 1941, refore me personally appeared John A. Baillargeon 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.

NOTARY :: "

Filed for Record Mar. 28, 1941. Request of Seattle Title Company EARL MILLIKIN, County Auditor

1956 PAGE 635

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



DESCRIPTION

This plat of MOORE'S FIVE ACRE TRACTS embraces all of the South one half of the John Buckley Donation Claim in Sec's 4 and 5 Twp. 23 North Range 4 East and Secs 32 and 33 Twip. 24 North Range 4 East W.M. King County, State of Washington.

The Initial Point of this plat is the S.W. corner of the said Buckley Donation Claim, which is also the S.W.corner of tract number 34 of this plat, The scale of this plat is 400 feet to one inch and the sizes of all tracts and all angles are as shown upon the face of this plat.

The County Road and Francis Avenue as shewn hereon are 40 and 30 feet wide respectively. Burns Thomas and Margaret Avenues as shown hereon are each fofeet wide.

Examined and approved this 5th day of November A.D. 1898

County

Seal

nission

T. Ruan

Beard of County Commissioner-

DEDICATION

Know all Men by these Presents : That the Moore Investment Company, a company duly organized and incorporated under the laws of the State of Washington, and having its principal place of business in the City of Seattle in said State, does hereby declare this platof Moore's Five ACRE TRACTS and does hereby grant to and for the use of the public forever, the following Avenues as they appear upon this plat, towit: Burns Avenue, Thomas Avenue, Margaret Avenue and Francis Avenue

In Witness Whereof the said Moore Investment Company in pursuance of a resolution duly passed by the Board of Trustees of said Company on the 24th day of October A.D. 1898 has caused its cor. porate name tobe hereunto subscribed by its Ma. nager, and caused its corporate seal to be hereunto offixed this 25th day of October A.D. 1898.

MOORE INVESTMENT COMPANY

Manager

- ARTHUR M. BOUILLON -

- COUNTY DRAUGH

By James A. Moore

Signed and Sealed in presence of

ACKNOWLEDGMENT

State of Washington) SS. County of King

This is to Certify that on this 25th day of October A.D. 1898 before me Andrew Knox a Notary Public in and for the State of Washington duly commissioned and sworn, personally came James A. Moore the Manager of the Moore Investment Company, personally known tome to be the Manager of said Company and he the said James A. Moore as Manager acknowledged to me that he executed the foregoing dedication in the name of said Company and as and for the actand deed of said Company for the uses and purposes the. rein mentioned.

Witness my hand and official seal the day an year in this certificate first above written. Andrew Knox



I hereby certify that all State and County taxes, due to date Thereby certify that all scale and county takes, certify that all scale and county takes, certify upon the property embraced within this plat of thoose's Five Acre Traces are paid. Charles F. Whittlesey

By P.P. Padden Deputy