VOI 1961 PAGE 476 STATE OF WASHINGTON County of King When support the second second second in and who executed the foregoing instrument, and acknowl-defined prime to be the individual described in and who executed the foregoing instrument, and acknowl-defined prime to be signed and sealed the same as his free and voluntary act and deed, for the described prime therein mentioned. RAYMOND R. FRAZIER and AUGUSTA W. FRAZIER, his wife, Warts a Luchesta Notary Public in and for the State of Washington, THE PUBLIC residing at Seattle STATE OF WASHINGTON SS. County of..... On this ...day of... before me personally appeared to me known to be the..... and 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 statedauthorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. Given under my hand and official seal the day and year last above written. Notary Public in and for the State of Washington, residing at MAPHEED for Record at Request of Acttes Homes to 1214 Walacha o atthe RECORDET: VOL REQUEST OF 2 1941 APR 18 PM 4 19 OBERTA.MORRISAUDITOR KING COUNTY. WASH. ___ DEPUTY 00

To RESTRICTIVE COVENANTS

3159226

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KNOW ALL MEN BY THESE PRESENTS:

That we, RAYMOND R. FRAZIER and AUGUSTA W.

FRAZIER, his wife, being the owners of those certain premises situated in the county of King, state of Washington, and more particularly described as:

> NORTHWOOD, an addition to King County, Washington, according to the plat there-of recorded in Volume 37 of Plats, pages 3 and 4, records of said county,

do hereby make, impose and subject each building site to the following covenants, conditions and restrictions, all of binding upon the undersigned, their successors, heirs, executors, administrators, grantees and assigns:

1. Only one detached and single family dwelling, together with outbuildings reasonably appurtenant thereto, such as garage for not more than three (3) cars, servants' quarters, pergola or conservatory, shall be erected upon each individual tract, which shall be improved only as an entire tract. Said dwelling shall cost not less than Six Thousand Dollars (\$6,000.00). Plans and location of said dwelling and other improvements shall be approved before construction is begun by a competent architect to be designated by the undersigned or an architectural committee appointed by the undersigned until ten (10) dwellings have been

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completed in this addition, and the owners of the said ten (10) dwellings have chosen an architectural committee who shall approve the plans. Such approval or disapproval to be within thirty (30) days after the submittal of such plans to said architectural committee, otherwise said plans shall be considered as approved. Such committee shall be elected triannually by the owners of dwellings in said addition. Vacancies shall be filled by the remaining members; PROVIDED, HOWEVER, if for any reason one or more vacancies shall exist on such committee and shall not be promptly filled as herein provided, then the National Bank of Commerce of Seattle, acting through its trust officer, shall be authorized and empowered to fill such vacancy, or vacancies. In the event said committee shall fail or refuse to perform its duties herein imposed upon it, then said trust officer shall perform such duties. Ground floor area of the main structure, exclusive of one story open porches, garages, pergolas, conservatories and separate servant quarters, shall be not less than 1200 square feet in the case of one story structures, nor less than 1000 square feet in the case of one and one-half or two story structures.

2. In the event said dwelling is altered or removed and a new dwelling is erected, the plans thereof shall be approved before construction as provided in paragraph 1 hereof.

3. No building or any part thereof, except with the written approval of the architectural committee, shall be moved on the above-described premises from any other place, but all dwellings and other buildings appurtenant thereto, except as herein provided, shall be constructed on said

2.

premises. No temporary buildings shall be erected or maintained on said premises, nor shall any auto trailers, house trailers, wagons or buggies be on said premises unless housed within a suitable structure. No servant quarters shall be occupied before the completion of the dwelling. No person other than a servant or his immediate family shall occupy the servants' quarters.

4. No building or any part thereof shall be erected on any portion of said property in any space other than within the boundaries of the set back lines designated on the recorded plat of said property, but in no case shall any building be located nearer than fifteen (15) feet to any side lot line or any side street line.

5. No dwelling or other buildings appurtenant thereto shall be constructed in excess of one story on Lots 16, 19 and 20 to 28, inclusive, nor any building on Lot 18 which may be within ninety feet of Lot 17 or 19.

6. No owner of any lot shall plant or maintain or permit to remain on his lot or the street abutting thereon any shrub, tree or radio antenna or aerial which shall in any manner obstruct or impair the view of Puget Sound of any of the owners of other lots in this addition. The undersigned, until the architectural committee has been elected, and thereafter, the architectural committee, shall have the right to place additional restrictions on shrubbery and radio antennas and aerials so as to harmonize the general appearance. Such committee shall have the power and authority to enforce the shrubbery restrictions by appropriate action in a court of equity.

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7. No poultry and no animals other than household pets and saddle horses shall be kept on said premises, nor shall any such pets be kept for breeding or commercial purposes.

8. No trade or business shall be conducted on said premises, nor shall enything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No persons of any race other than the White and Centile races 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.

10. It is agreed that Lot 30 shall be excepted from the building restrictions set forth herein and shall remain the undivided and common property of the owners of residential lots in said addition for their joint recreational use and enjoyment and is not dedicated to the public, but that such use and enjoyment of said lot by the owners of any lot in said addition shall be contingent upon the payment of -his pro-rata share of the cost of the development, maintenance and upkeep of said Lot 30, in accordance with such rules and regulations as may be adopted from time to time by a majority of such owners using and enjoying said lot, provided, however, that nothing in the restrictions as herein set forth shall be deemed or construed to constitute or allow any charge or lien of any kind upon any lot in said addition for the development or maintenance of such recreational lot.

11. No fence shall be erected or maintained on said premises without the approval of the architectural committee, nor shall any billboard or advertising sign of any kind be erected or maintained on said premises, except that one "For Sale" or "For Rent" sign may be erected and maintained while offering the premises for sale or for rent, provided that said sign shall not be more than 14" x 24" in size.

12. The acceptance of a deed shall have the same effect and binding force upon the grantees, their heirs and assigns, as if the same were signed and sealed by said grantees, and any person acquiring said property or any interest therein, whether by deed, lease, contract or by process of law, shall be bound thereby.

13. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance including finished painting within eight (8) months from date of commencement of construction and shall be connected to septic tank or public sewerage.

14. In the event of any breach of the foregoing covenants, it shall be lawful for any person or persons holding any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other relief for such viglation.

15. Each and all of the aforesaid covenants, conditions, and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them 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 majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

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16. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED at Seattle, Washington, this 18 day of April, 1941.

STATE OF WASHINGTON) SS. COUNTY OF KING

I, foronde Sandens a Notary Public, do. hereby certify that on this 28 day of April, 1941, personally appeared before me RAYMOND R. FRAZIER and AUGUSTA W. FRAZIER, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this 18 day of April. 1941.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

astrent Mathewson

VOL 1961 PAGE 483 WASHINGTON 3159229 TITLE INSURANCE COMPANY Statutory Warranty Deed THE GRANTORS, NELS NYBERG and OLGA NYBERG, his wife, for and in consideration of FIVE THOUSAND EIGHT HUNDRED _ _ _ _ _ _ Dollars (\$ 5800.00 - _), in hand paid, conveys and warrants to P. L. RAYMOND and CRETA RAYMOND, his wife, State of Washington: South half of the South half of Acre One (1), Tract Fifty-three (53) Maple Leaf Addition to Green Lake Circle, according to Plat thereof recorded in Volume 2 of Plats, page 115, records of King County, Washington. Except the East 19 feet thereof, and except the West 10 feet there-of conveyed to King County for road purposes. CH. INTLANS OF HAS FIVE POLLARS CHARD LAWS OF 1985 : 5 ONE GOLLAR Dated this 10th , A. D. 1941 Illis Holy Cieng (STAL) la his alig(SEAL) STATE OF WASHINGTON, County of King On this day personally appeared before me, the undersigned, NELS NYBERG and OLGA NYBERG, his wife, to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the GIVEN under my hand and official scal the April, 1941 liveran Notary Public in and for the State of Washington, ling at Seattle Opt, 18, 101, 446; M. Alle Title Company MERT A. MORRIS, County Auditor Form L-3





T. 26 N 24 R3E W. M

ENGINEER'S CERTIFICATE

WE HEREBY CERTIFY THAT THIS PLAT "NORTHWOOD" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF THE ABOVE NOTED SECTION; THAT THE COURSES AND DISTANCES ARE CORRECTLY SHOWN; THAT MONUMENTS AND LOT CORNERS WERE CORRECTLY SET; AND THAT ALL LAWS AND REGULATIONS GOVERNING PLATTING HAVE BEEN MET, TO THE BEST OF OUR KNOWLEDGE AND ABILITY.

GARDNER, GARDNER & HITCHINGS ING

BY ALLEN HITCHINGS STATE LICENSE # 199 RENEWAL E. 1210 (1941)



EXAMINED AND APPROVED THIS 7 DAY OF APRIL A.D. 1941

------H. H. SISLER BY DEPUTY



EXAMINED AND APPROVED THIS 10TH DAY-OF APRIL A. D. 1941 BY THE KING COUNTY PLANNING COMMISSION

R.G. TYLER OTWAY PARDEE H.H.SISLER

CAMISSIONER'S COL TC CO. WASH

EXAMINED AND APPROVED THIS 7TH DAY OF APRIL D. 1941

TOM SMITH ATTEST ELMER H. KENNEDY DEPUTY CLERK OF BOARD

DEDICATION

KNOW ALL MEN. BY THESE PRESENTS. THAT WE THE UNDERSIGNED. OWNERS IN FEE SIMPLE OF THE LAND HEREBY DEATTED. HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER. ALL STREETS. AVENUES, PLACES AND ROADS SHOWN HEREON. AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGH WAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OF FILLS UPON THE TRACTTS; LOTS OR PARCELS SHOWN HEREON. IN THE ORIGINAL AND REASONABLE GRADING OF ALL THE STREETS, AVE-NUES, PLACES AND ROADS. SHOWN HEREON

IN WITNESS THEREOF WE HAVE SET OUR HANDS AND SEALS THE DATE HEREON NOTED

RAYMOND R.FRAZIER AUGUSTA W.FRAZIER

ACKNOWLEDGMENT

STATE OF WASHINGTON } SS. COUNTY OF KING

THIS IS TO CERTIFY, THAT ON THIS 27TH DAY OF FEB. A. D. 1941 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED RAY MOND R. FRAZIER AND AUGUSTA W. FRAZIER HIS WIFE, WHO EX-ECUTED THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THE SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AND USES MENTIONED. MENTIONED

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN

ROBERT E. NELSON NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT SEATTLE

3157743



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THIS PLAT "NORTHWOOD" COVERS AND EMBRACES THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24. TWP ZENORTH. RAJS EA., W.M. EXCEPT COUNTY ROAD; ALSO THE FOLLDWING & BEGINNIGAT A POINT 662.54 FT SOUTH AND 20 FT. WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 299.64 FT. TO THE TRUE POINT OF BEGINNING, THENCE WEST INE OF SAID NORTHWEST QUARTER; THENCE SOUTH 330 FT. MORE OR LESS TO THE SOUTH 330 FT. MORE OR LESS TO THE SOUTH 330 FT. MORE OR LESS TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 330 FT. MORE OR LESS TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 330 FT. MORE OR LESS TO THE SOUTHWEST QUARTER; THENCE NORTH 363 FT. MORE OR LESS TO A POINT EAST OF THE TRUE POINT OF BEGINNING; THENCE WEST 20 FT. TO TRUE POINT OF BEGINNING; THENCE FOR CONNY ROAD; AND ALSO TRACT 1 OF ELFORD PARK, KING COUNTY, ACCORD-ING TO PLAT RECORED IN VOL 36 G I3 & 14 RECORDS OFSAID COUNTY. THIS PLAT "NORTHWOOD" COVERS AND

RESTRICTIONS

ALL TRACTS, LOTS, OR PARCELS THERE-OF; EXCEPT TRACT 30; ARE RESTRICTED HEREBY TO RESIDENCE (R-I) USE, AS DEFINED BY KING COUNTY PLANNING COMMISSION IN VOL. 1926 DEEDS PG 315 KING COUNTY AUDITORS RECORDS (REC # 3126891) NO COVERED STRUCTURE SHALL BE IN WHOLE OR PART BUILT OUT-SIDE THE AREAS SHOWN BY DASH LINES, EXCEPT SAID TRACT 30

For Inclusional successory of **2930** 5.23

FILED FOR RECORD AT THE-REQUEST OF THE KING COUNTY PLANNING COMMISS-ION THIS II DAY OF APR. 1941 AT 25 MIN. PAST 3 P.M. AND RECORDED IN VOL. 37 PG'S 3 -4 RECORDS OF KING COUNTY. WASH

ROBERT A. MORRIS

DEPUTY AUDITOR

