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The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

4000 First Avenue South, Seattle, Washington

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Emma H. Rogertan) Thelen B. Danling) (SEAL)

STATE OF WASHINGTON,

County of KING

SUN CON

On this day personally appeared before me

EMMA W. ROGERS, a widow

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowlfree and voluntary act and deed, for the uses and signed the same as her edged that she purposes therein mentioned.

G. GIVES under my hand and official seal this

15# day of November, 1943 Releogy Notery Mublic in and for the State of Washington, Seattle, Wash.



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KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, the OLYMPIC HILLS HOME BUILDERS, INC., A Washington corporation of Seattle, Washington, are the owners in fee of the following described real estate situated in King County, Washington,

Lots in Olympic Hills, an addition situated in King to-wit: County, Washington, according to plat heretofore filed in the Auditor's Office of King County, Washington, in Blocks 1 to 9, inclusive, and described as follows, to-wit:

Lots 6 to 10, inclusive, Block 1; Lots 6 to 9, inclusive, and Lots 10, 11, 12, Block 2; Lots 9 to 14, inclusive, Block 3; Lots 1 to 10, inclusive, Block 4; Lots 1 to 9, inclusive, and Lots 12 and 13, Block 5; Lots 3 to 20, inclusive, Block 6; Lots 1 to 13, inclusive, Lots 20 to 27, inclusive, and Lots 29 to 32, inclusive, Block 7; Lot 1 and Lots 3 to 13, inclusive, Lots 19 to 32, inclusive, Block 8; and Lots 11 to 20, inclusive, Block 9

and

WHEREAS, there is now a mortgage on all of said premises in favor of CARROLL, HILLMAN and HEDLUND, INC., dated October 14th 1943, recorded in volume 1895 of Mortgages, page666; and WHEREAS, the said Olympic Hills Home Builders, Inc. desires to provide protective and restrictive covenants pertaining to said lots in the form and on the conditions hereinafter set forth, and the said Carroll, Hillman and Hedlund, Inc. is

agreeable to the creation of such govenants; NOW, THEREFORE, IT IS HEREBY EXPRESSLY COVENANTED AND

1. The following covenants shall run with the land and AGREED AS FOLLOWS:

shall be binding on all parties and all persons claiming under them until January 1st, 1970, at which time said covenants

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shall be automatically extended for successive periods of ten 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.

2. If the parties hereto or any of them, or their heirs, successors or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tracts hereinafter described 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.

3. Invalidation of any one 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.

4. All of the lots aforesaid shall be known and described as residential lots for single family occupancy. No structures shall be erected, altered, placed or permitted to remain on any of the said residential building lots aforesaid other than one detached single-family dwelling or one dwelling not to exceed two stories in height and a private garage for not more than two cars and other buildings incidental to residential use of said lots.

5. No building shall be erected, placed or altered on any of the building lots aforesaid which do not comply to the requirements in paragraph four (4) or until a permit has been issued King County therefor by the Planning Commission or other department authorized to approve plans.

6. 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

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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 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

7. No residential structure shall be erected or placed on any building plot which plot has an area of less than 6,000 square feet.

8. 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.

9. 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.

10. No dwelling costing less than \$3,000 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 700 square feet in the case of a onestory structure nor less than 650 square feet in the case of a one and one-half or two-story structure.

11. No persons of any race other than the white or Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different ract domiciled with an owner or tenant.

12. No fence, wall, hedge, or mass planting other than foundation planting, not to exceed three feet in height, shall be permitted between the street line and the main building setback lines.

IN WITNESS WHEREOF, the said OLYMPIC HILLS HOME BUILDERS, INC. and CARROLL, HILLMAN and HEDLUND, INC. have caused this

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VOL 2181 PAGE 542 agreement to be executed by their officers thereunto duly authorized and their corporate seals affixed hereunto this Studay of Tavender, 1943. resident IR AC Becrotary Secretar STATE OF WASHINGTON COUNTY OF KING On this day of <u>Jow</u>, 1943, personally appeared before me JOHN A. BUR HEIMER and D. B. ALLISON, to me known to be the president and secretary of OLYMPIC HILLS HOME BUILDERS, INC., the corporation that executed the foregoing instrument end acknowledged said instrument to be the free and voluntary sop and deed of said corporation for the uses and purposes Atherein mentioned, and on oath stated that they were authorized to secute the said instrument and that the seal affixed is the orate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed wary official seal the day and year first above written. Notary Public in and for the State of Washington, residing at Seattle. STATE OF WASHINGTON SS COUNTY OF KING On this 17 th day of nonember, 1943, personally appeared before me albert L. La Pierre and J.V. In chutoch to me known to be the Vice President and and list Societary of CARROLL, HILLMAN and HEDLUND, INC., 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. N WITNESS WHEREOF, I have hereunto set my hand and affixed fficial seal the day and year first above written. Notary Public in and for the State of Washington, residing at Seattle. Field for Record 900 , 221943 228 P.M. OBERT A. MORRIS, County Audito

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EXECUTORY CONTRACT

THIS AGREEMENT made and entered into on this 15th day of November, 1943, by and between CLAUDE M. ENOS and BARBARA E. ENOS, his wife, hereinafter called the Sellers, and JOHN A. FERREE and THELMA B. FERREE, his wife, hereinafter referred to as the Purchasers, WITNESSETH:

That the sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers the following described real estate, with the appurtenances, situate in the County of King, State of Washington, to wit:

Tract "A", Replat of Tracts 1 and 2, Harrison's Acreage Tracts, according to plat recorded in Book 19, of Plats, page 33, records of King County, Washington, together with second class shore lands fronting thereon.

The terms and conditions of this contract are as follows: The purchase price is Twenty-Five Thousand Dollars (#25,000.00), of which Five Thousand Dollars (\$5,000.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price (the sum of Twenty Thousand Dollars (\$20,000.00) shall or more be paid as follows: One Thousand Dollars (\$1000.00)/on the first day of January, 1944, together with interest at the rate of 6% per annum on the unpaid balance due on said contract; the further sum of One Thousand Dollars (#1000.00)/on the first day of July, 1944, plus interest on the unpaid balance computed at the rate of six per cent per annum, and a like sum of One Thousand Dollars (\$1000.00), or more plus interest on the unpaid balance each and every six months thereafter until the full purchase price, including interest shall have been fully paid.

The purchasers agree to pay before delinquency all taxes and assessments that may as between the sellers and the purchasers hereafter become a lien on said premises. The purchasers assume all hazards of damage to or des-

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DESCRIPTION

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This plat of Olympic Hills embraces all of the following described property : All of the N.E.4 of the N.W.4 of Sec. 21 Twp. 26 N. R. 4. L.M. Const. Addition as recorded in Vol. 26 Pge, 22 Records of Addition as recorded in Vol. 26 Pge, 22 Records of Kino Countil Wash, and all of Maxwell's 1st Add.as King County Wash. and all of Maxwells 1st Add.as . recorded in Vol. 26, Pge 21 Records of King County Wash except Lot 6 Block 2 of said Maxwell's Ist Add. Also the following described tract of land: That portion of Lot 6 Block 2 Maxwells 1st Add described as follows: Beginning at a point on the East line of said lot 6, 30.683 feet North of the Southeast corner of said Lot. 6, which said point of beginning is a point of tangency of a curve of uniform radius of 721.28 feet; Thence Northerly original grading of all streets, avenues places, etc., along said curve to the left through an are distance of 90.55 feet to the North line of said lot 6: Thence East along said North line 5.68 feet to the Northeast corner of said Lot 6: thence South along the East line of said Lot 6, 90.317 feet to point of beginning

> I hereby certify that the above plat is based on an actual survey of the land described. that the courses and distances shown thereon are correct; that monuments have been set and lot and block corners staked on the ground

> > Parker & Hill Engineers By I. Curtiss Parker

County Engineer

Examined and approved this 15 day of May A.D. 1928 Don. H. Evans

BY. Deputy



OLY MPIC HIIS KING COUNTY-WASHINGTON April . 1928

1928 SEATTY ALTYQ Q.Y. RPOR +Ht SEAL E 1912/ 3445

Thomas H. Carder

Draftsmar

SEAL)

DEDICATION

Know all men by these presents that we, the undersigned. The Goodwin Company and The Joseph Leibly Reality and Investment Co. owners in fee simple of the land hereby platted, and William W Munger and Lena B. Munger his wife Mortgagees hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on plat and the use thereof for any and all public purposes not inconsistent with the use thereaf for public highway purposes, also the right to make all necess ary slopes for cuts and fills upon the lois blocks tracts etc. shown on this plat in the reasonable Shown hereon In witness where of we have hereunto set our hands and seals this 10th day of April A.D. 1928

The Goodwin Company E 3 Goodwin President Paul Dean Secretary

Joseph Leibly Realty & Investment Co. Joseph Leibly President Preston H. Carr Secretary

William W. Munger.) Mortagees Lena B. Munger }

Filed for record at the request of the County Engineer this 15th day of May A.D. 1928 at 28 min past 4 p.m. and recorded in Vol. 31 of Plats Pgs 49,50 Records of King County, Wash.

Forgel!

County Auditor.

Deputy.

N 89°-05'-49"W. 1330.25 EAST 145TH 320.21 89.34 97.78 16 131.70 123.74 16. 120.60 13.238 125.28 123.56 104.38 105:16 115.2.4 121.33 102.18 102.02 120.24 118.38 12.90 107.94 124.58 1. A & A & A L _ - ~ ~

Parker& Hill Engineers

ACKNOWLEDGEMENT

State of Wash.} 5.5. County of King } 5.5.

This is to certify that on the 10th day of April 1928 before me, the undersigned, a notary pub lic in and for the State of Wash. duly commissioned and sworn, personally appeared E.S. Goodwin and Paul. Dean president and Secretary of The Goodwin Company, Joseph Leibly president of the Joseph Leibly Realty and Investment Co. and William W. Munger & Lena B. Mungerhis wife Mortgagees a meknown known to be the persons who executed the foregoing dedication and who acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the purposes therein mentioned that they were authorized by said corporations to execute said instrument and the 'seal hereto affixed is the corporate seal of said corporation

In witness thereof I have hereunto set my hand and affixed my official seal the day and year first above written

> W.F.White. Notary Public in and for the State of Wash residing at Seattle



of May A.D. 1928

Atlest CFGage ********* Dep. Clerk







