

3089694

RESTRICTIONS CONCERNING THE USE AND
OCCUPANCY OF SOUTHWOOD BY THE SOUND
AN ADDITION TO KING COUNTY, WASHINGTON.

We, the undersigned, being all of the owners and parties interested in Southwood by the Sound an Addition to King County, Washington, the plat of which said Addition will be filed for record with the Auditor of King County, Washington hereby agree to and place upon Lots One (1), Two (2) and Three (3), and the South 156 feet of Lots Four to Eighteen (4 to 18), inclusive, in said Addition the following restrictions for the use and occupancy of said property, which said restrictions are as follows, to-wit:

1. All lots in the tract shall be known and described as residential lots. No structure 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 and appurtenant building.

2. No building shall be located on any plot nearer than forty (40) feet to the front lot line nor farther than sixty (60) feet. No building shall be located nearer than ten (10) feet to any side street line. No building excepting a garage or other outbuilding, located seventy (70) feet, or more, from the front lot line, shall be located nearer than five (5) feet to any side lot line.

3. No residential structure shall be erected or placed on any building plot which plot has an area of less than ten thousand five hundred (10,500) square feet or a width of less than seventy-five (75) feet at the front building setback line.

4. 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.

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

6. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

7. No building costing less than Four Thousand Dollars (\$4,000.00) shall be permitted on any lot in the Addition. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than nine hundred (900) square feet in the case of a one-story structure, and not less than seven hundred fifty (750) square feet in the case of a one and one-half, two, or two and one-half story structure.

No building shall be erected, placed, or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots

which are subject to the covenants herein set forth: Provided, however, that if such committee fails to approve or disapprove such design and location within thirty (30) days after such 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.

(NOTE: The manner of appointment or election of said committee, its duties and authority, its continuation, and the names of its members shall be placed of record in a separate instrument. Each owner shall have votes equal to the number of lots owned).

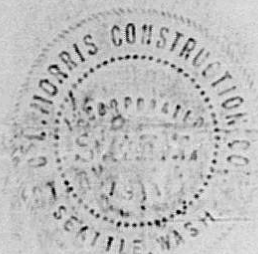
8. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

9. 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 develop-

ment or subdivision to prosecute 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 dues for such violation.

10. 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 force and effect.

DATED at Seattle, Washington this 29 day of January, 1940.



C. L. MORRIS CONSTRUCTION CO.,
a corporation.

By Ellis C. Phumey
President

By William A. Greene
Secretary

William A. Greene
WILLIAM A. GREENE

Delzell Muller

Walter A. Sutherland

Mari B. Sutherland

STATE OF WASHINGTON,)
 County of KING.)
 ss

On this 29th day of January, A. D. 1940, before me personally appeared Willis C. Plummer and Clydene L. Morris to me known to be the President and Secretary of the C. L. MORRIS CONSTRUCTION CO., 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 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.



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

STATE OF WASHINGTON, ()
 County of KING.)
 ss

I, the undersigned, a Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on this 29th day of January, 1940, personally appeared before me WILLIAM A. GREENE, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of

January, 1940.



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

STATE OF WASHINGTON,)
 County of KING.) ss

I, the undersigned, a Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on this 26 day of February 1940, personally appeared before me W. A. SUTHERLAND and MAI B. SUTHERLAND, his wife, and JOHN MULLER and Helzelle Muller, his wife, 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 herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of February 1940.

x3. Delgne
 Notary Public in and for the State
 of Washington, residing at Seattle.

Filed for Record
 Request of W.

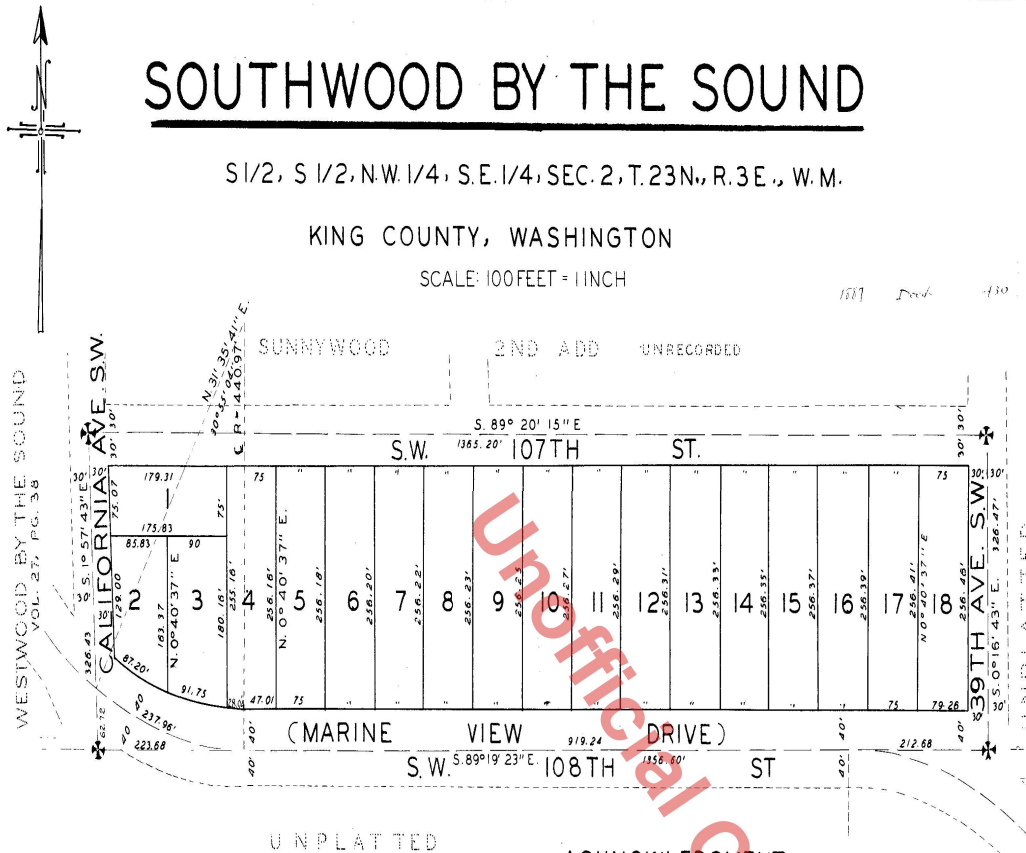
Mar. 9, 1940, 1218 P.M.
a. Sutherland
 EARL MILLIKIN, County Auditor

SOUTHWOOD BY THE SOUND

S 1/2, S 1/2, N.W. 1/4, S.E. 1/4, SEC. 2, T. 23N., R. 3E., W.M.

KING COUNTY, WASHINGTON

SCALE: 100 FEET = 1 INCH



DESCRIPTION

THIS PLAT OF "SOUTHWOOD BY THE SOUND" COVERS AND INCLUDES ALL OF THE SOUTH HALF (S 1/2) OF OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) WITHIN SEC. 2, T. 23N., R. 3E., W.M.

ALL COURSES AND DIMENSIONS ARE AS SHOWN ON THE FACE OF THIS PLAT. ALL MONUMENTS ARE OF CONCRETE, EXCEPT AS OTHERWISE DESIGNATED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, WILLIAM A. GREENE AND C.L. MORRIS CONSTRUCTION CO. — OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, AVENUES AND ALLEYS SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO ALL PARKS, EASEMENTS OR WHATEVER PUBLIC PROPERTY OR PLACES THERE ARE SHOWN ON THE PLAT FOR THE PURPOSES THEREON INDICATED; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS, OR PARCELS OF LAND SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF ALL STREETS, AVENUES, ALLEYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 28TH DAY OF JANUARY A.D., 1940.

WILLIAM A. GREENE
C.L. MORRIS CONSTRUCTION CO.

BY WILLIS A. PLUMMER
PRES.

BY CLYDENE L. MORRIS
SEC.

EXAMINED AND APPROVED THIS 27TH DAY OF MARCH A.D., 1940.

JACK TAYLOR
CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS

ATTEST: EARL MILLIKIN
CLERK, BOARD OF KING COUNTY COMMISSIONERS

BY MARION KELEZ
DEPUTY

3089267

FILED FOR RECORD AT THE KING COUNTY PLANNING COMMISSION THIS 6 DAY OF MARCH A.D., 1940, AT 21 MINUTES PAST 10 A.M., AND RECORDED IN VOLUME 38 OF PLATS, PAGE 7, RECORDS OF KING COUNTY, WASHINGTON.

EARL MILLIKIN
KING COUNTY AUDITOR

BY A. C. MILLER
DEPUTY COUNTY AUDITOR

RESTRICTIONS

NO LOT OR PORTION OF A LOT OF THIS PLAT, EXCEPTING THOSE LOTS WHICH ARE HEREIN AFTER RESTRICTED TO BUSINESS USE, 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. ALL LOTS IN THIS PLAT ARE HEREBY RESTRICTED TO R.1 - RESIDENCE DISTRICT USE ACCORDING TO KING CO. RESOLUTION No. 6494 OR AS SAME IS HEREAFTER AMENDED BY OFFICIAL RESOLUTION.

I HEREBY CERTIFY THAT THE PLAT OF "SOUTHWOOD BY THE SOUND" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 2, TWP. 23N., R. 3E., W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND REGULATIONS GOVERNING PLATTING.

W. LEE ABBOTT
CERTIFICATE No. 812
RENEWAL No. 641091
DATE: _____

EXAMINED AND APPROVED THIS 27 DAY OF FEB. A.D., 1940.

H. H. SISLER
KING COUNTY ROAD ENGINEER

BY: _____
DEPUTY COUNTY ROAD ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT OF "SOUTHWOOD BY THE SOUND" IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS ____ DAY OF ____ A.D., 1940.

R. G. TYLER
CHAIRMAN

OTWAY PARDEE
SECRETARY

JOSHUA H. VOGEL
PLANNING ENGINEER AND EXECUTIVE OFFICER

ACKNOWLEDGMENT

STATE OF WASHINGTON } SS
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 28TH DAY OF JANUARY A.D., 1940 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM A. GREENE, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION, AND WHO ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

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

JO. FARNUM
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT SEATTLE

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KING

ON THIS 28TH DAY OF JANUARY, 1940 BEFORE ME PERSONALLY APPEARED WILLIS A. PLUMMER TO ME KNOWN TO BE THE PRESIDENT AND CLYDENE L. MORRIS TO ME KNOWN TO BE THE SECRETARY OF THE C.L. MORRIS CONSTRUCTION CO. A WASHINGTON CORPORATION, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND SEVERALLY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED AND EACH ON OATH SEVERALLY STATED THAT THEY WERE AUTHORIZED TO EXECUTE 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.

EDMUND STAFFORD
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT SEATTLE