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DECLARATION OF PROTECTIVE RESTRICTIONS FOR SUNSET VILLAGE

DUNCAN MCGREGOR hereby declares as follows: 1. GENERAL PROVISIONS. It is hereby agreed, certified and declared that there is established a general uniform plan or scheme for the development, improvement and maintenance of all of the real property which was owned by Duncan McGregor, a widower as of December 1, 1944, and situated in Sun Set Village, an addition to the City of Seattle, as shown by Plat thereof recorded in Volume 41 of Plats, on page 5 records of the County Auditor of King County, Washington, which general plan or scheme—and the Mutual Easement of Sunset Village set forth hereinbelow which are hereby declared to enbody said plan or scheme—shall inure to the benefit of and shall bind any and all of said property and every part and parcel thereof, and shall bind all the owners thereof and their successors in interest thereto. The term "grantor" wherever used in said Mutual Easement of Sunset Village, shall refer to Duncan McGregor or any person or persons or corporation to whom or to which the rights of the "grantor" as set forth in these Mutual Easements shall be specifically transferred. Prior to such transfer such term shall refer to Duncan McGregor, his attorney in fact or in the event of death to said Duncan McGregor to his personal representative or representatives of upon the termination of the probate of the estate of the said Duncan McGregor to the trustee or trustees of the estate of Duncan McGregor or upon the termination of such trust, to the person, if any, receiving the greater number of lots of in said Sunset Village by inheritance from said Duncan McGregor.

2. BUILDING RESTRICTIONS. All lots in Sunset Village shall be designated "residence lots". A building site shall consist of at least one such residence lots, or more, as shown on said plat. No building or structure shall be erected, constructed, maintained or permitted upon such residence lot property except upon a build-ing site as hereinabove defined. No building or structure shall be erected, constructed, maintained or permitted on a building site except a single detached dwelling house with garage attached to be occupied by no more than one family and containing exterior dimensions of not less than 1050 sq. ft. of one story first floor area or 800 sq. ft. of first floor area if dwelling is two stories high, exclusive of garage, open entries, porches and patios. As Ap-purtenant to any dwelling house a garden house, pergola, conservatory or similar structure, architecturally in harmony therewith and of permanent construction may be erected within the building limits hereinafter set forth.

3. BUILDING LIMITS. No dwelling or garage or any part thereof, or any other structure exclusive of fences and similar structures shall be placed nearer to the front or street line of the building site on which it is located than the "building line" which shall be a 25 foot set back from the front lot line of any said site as shown or said plat measured from the closest point of said structure to the said front or street line, or nearer to the side line of said site than 10 foot measured to the closest point of such structure to said sideline or nearer to the rear line of said site than 25 feet measured at the closest point of such structure to the rear line. Except lots 4, 8, and 9 in which the side yard may be 6 feet.

4. APPROVAL OF PLANS BY GRANTOR. All buildings to be erected in Sunset Village shall be executed from complete plans & Specifications prepared by a licensed Architect Registered in the State of Washington. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with de-tailed plans showing proposed location of the same on the particular building site shall be submitted to the grantor before construction or alteration is started and such construction or alteration shall not be started until approval thereof is given by the Grantor. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the Grantor. As to all improvements, construction and alterations in Sunset Village the Grantor shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable, in Grantor's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design Grantor shall have the right to take into consideration the suitability of the proposed building or other structure, and of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and any and all other factors which in Grantor's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

5. MOVING OF BUILDINGS: CONSTRUCTION OF OUTBUILDINGS. No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon.

6. PROSECUTION OF CONSTRUCTION WORK. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are fully completed and painted.

7. EXCAVATION, DIGGING OF WELLS. All surplus earth removed from any lot shall, at the option of the Grantor, become Grantor's property, and when removed shall be dumped by the property owner at the owner's expense at such place or places as the Grantor shall designate but not more than 1,000 feet from the point of excavation. No well for the production of, or from which there is produced, oil, gas or water, shall be dug or operated on said premises, nor shall any machinery appliance or structure be placed, operated or maintained thereon except as may be usual and customary in connection with the maintenance of a private residence, nor shall any excavation for stone, sand, gravel or earth me made on said premises unless such excavation is necessary in con-nection with the erection of an approved structure thereon.

imence construction and they within the property line of the parcel of land upon which structures are to be erected and shall in the streets or between the curb and property line.

ating on said building site have a height greater than four feet above the finished graded surface of the upon which such fence, hedge or wall is situated, unless the written permission of the Grantor is first 10. NOXIOUS USE OF PROPERTY; SPITE FENCES. No noxious or undesirable upon said property or in said Addition, and whether or not a thing, trade, business or use is

ince or tree shall be prohibited on such property, and whether or not a wall, fence, hedge or tree falls within it 11. BILLBOARDS, SIGNS. No signs of any kind or for any use, except public notice signs on fences, billboards and like structures shall not be permitted. It is provided, however, that Duncan Me-Gregor may erect and display signs during the period he is selling property in said Addition.

DATED THIS

STATE OF WASHINGTON) J. SS.

County of King

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and

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 Seattle.

personally appeared before me DUNCAN McGREGOR, as his separate estate

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this <u>9th</u> day of <u>January</u>

13, ANIMALS. No fowl or animal other than song birds, dogs or cats as household pets, shall at any time be kept upon land embraced in this Addition. DAY OF

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12. RACIAL RESTRICTIONS. No property in said Addition shall at any time be sold, conveyed, refited one of the White or Caucasian race shall be permitted to occupy any property in said Addition or portion thereof or building thereon except a domestic servant actually employed by a person of the White or Caucasian race where

3532619

REAL ESTATE CONTRACT THIS CONTRACT, made this 17th day of September, 1945 between OSERILL, CHURCHILL, and MARJORIE L. CHURCHILL, his wife hereinafter called the "seller" and hereinafter called the "purchaser," WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the KING County,

MALL MARKS seller the following described real estate with the appurtenances, situate in

Lot two (2), block fourteen (14), Law's Addition to Seattle according to pait thereof recorded inaVolume 1 of Plate, page 51, records of said county.

Free of incumbrances, except:

On the following terms and conditions: The purchase price is THREE THOUSAND EIGHT HUNDRED (\$ 1000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The sum of thirty-five (\$35.00) or more, on the 17th day of November, 1945 which includes interest on deferred payments at the rate of five percent (5%) per annum, payable monthly with each installment, and thereafte to pay on or before the 17th day of each and every succeeding month the further sum of thirty-five (\$35,00) dollars, or more which includes interest on deferred payments at the rate of five percent (5%) per annum, payable monthly with each installment as aforesaid until sellers have received the full amount of their equity.

SUBJECT to covenants running with the land for a period of 21 years from December 3th, 1928 as recorded December 14th, 1928 in Volume 1394 of Beeds page 577, under auditor's file No. 2506494, records of said county.

Ade upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises"; and Il taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation anceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the insurance, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee ; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

he event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payed to be made on account of the mortgage, or to insure the premises as above provided, the seller ch taxes and assessments, make such payments, and effect such insurance, and the amounts paid im shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.



MINNIE E SMIIH DEPUTY GLERK, BOARD OF KING GUNTY COMMISSIONERS J. HAROLD SPARKMAN CHAIRTMAN, BOARD OF KING COUNTY COMMISSIONERS

Summer.

