

1320-95

2174616

Daniel Powell et ux

To

Horace L. Rodgers et ux

Warranty Deed

STATUTORY WARRANTY DEED

THE GRANTORS, Daniel Powell and Estelle Powell, his wife, for and in consideration of Ten and no/100 Dollars, in hand paid, convey and warrant to Horace L. Rodgers and Mary A. Rodgers, his wife, the following described real estate, situated in the County of King, State of Washington,

Lot three (3) block ten (10) of Union Addition to the City of Seattle, according to plat recorded in Volume 9 of Plats, page 12, records of said county.

Subject to that certain mortgage for \$20,000.00, to the Seattle Savings & Loan Association, as recorded under Aud. File No. 2150152.

Dated this 24th day of April, A.D. 1926.

Daniel Powell (Seal)

Estelle Powell (Seal)

State of Washington )ss  
County of King

On this 24th day of April, A.D. 1926, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Powell and Estelle Powell, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument, as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.  
(R.B.T. Notarial Seal)

R. B. Trelstad

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

Filed for record at request of Washington Title Insurance Company, Apr. 26, 1926, at 19 min past 4 P.M.

ER

SM

D. E. Ferguson, County Auditor

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2174624

A. M. Atwood et ux

To

Louis Nelson et al

Warranty Deed

THE GRANTORS, A. M. Atwood and Charlotte R. Atwood, husband and wife, for and in consideration of Ten (\$10) Dollars, in hand paid, convey and warrant to Louis Nelson and Carl Lineer, both bachelors, the following described real estate:

Lots one (1) two (2) and three (3) in block four (4) of Wallingford's Park Division of Green Lake Addition to the City of Seattle, W.T. according to plat thereof recorded, in Volume 4 of Plats, page 38, records of King County, Washington, except fifteen (15') feet off the rear of said lots for alley purposes. Situated in the County of King, State of Washington.

Dated this 26th day of April, 1926.

Witnesses: \_

A. M. Atwood (Seal)

Charlotte R. Atwood (Seal)

State of Washington )ss  
County of King

THIS IS TO CERTIFY, That on this 26th day of April, A.D. 1926, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came A. M. Atwood and Charlotte R. Atwood, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned.

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

(L.C. Notarial Seal)

(Com. Ex. Apr. 25, 1929)

L. Cristopher

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

Filed for record at request of Louis Nelson, Apr. 26, 1926, at 23 min past 4 P.M.

ER  
The Uplands Inc.

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D. E. Ferguson, County Auditor

To

The Public

Declaration of Restrictions

DECLARATION OF PROTECTIVE RESTRICTIONS

WHEREAS, The Uplands, Inc. and Seattle Title Trust Company, both Washington corporations (hereinafter called the "Owners") are the owners of a certain subdivision of the City of Seattle, King County, Washington, entitled and designated as "The Uplands" plat which was filed for record in the office of the Auditor of said county on the 27th day of February, 1926, and recorded in Volume numbered 28, of Plats, on page 42,

thereof; and

WHEREAS, the owners are about to sell, convey and dispose of the real property embraced in said plat, which it desires to subject to certain basic protective restrictions, conditions, covenants and charges, as herein set forth, to the end that harmonious and attractive development of the property may be accomplished, that all buildings constructed thereon shall be desirable and attractive in location, design, material and color, and that the health, comfort, safety, convenience and general welfare of the owners and occupants may be promoted and safeguarded;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the owners hereby certify and declare that the owners have established, and hereby do establish, a general plan for development, improvement, maintenance and protection of said property, and have established, and hereby do establish the protective restrictions, conditions, covenants and charges hereinafter called "restrictions" upon and subject to which all lots, tracts and parcels of land in said plat shall be held or sold, and/or conveyed by them; such owners, each and all of which is and are for the benefit of said property, and each owner of land therein, and shall inure to and pass with said property and each and every parcel of land therein, shall apply to and bind the respective successors in interest of every owner of land in said plat, and which restrictions are and each thereof is imposed upon said realty as a servitude in favor of said property and each and every lot, tract and parcel of land, therein, as the dominant tenement or tenements as follows, to-wit;

1. The property aforesaid shall be used only for private residence purposes.

No building shall ever be moved onto any land embraced in said plat from any land outside of said plat.

No building shall be erected, maintained or permitted upon any homestead in said plat, except one single, detached, private dwelling house for the sole use of the owner or occupant thereof, and except garages and other structures herein expressly permitted. No such dwelling house shall ever be used except as the private residence of one family. A homestead is defined as at least one whole lot as originally platted, or as a parcel of land in any block having an area not less than the average area of all lots in such block, as originally platted, and a street frontage not less than the average street frontage of all lots in such block, as originally platted.

There shall be permitted to be erected and maintained on any homestead a private garage, servants' quarters, garden house, pergola and conservatory appurtenant to the dwelling house thereon and for the sole and exclusive use of the owner or occupant of such dwelling house.

A boathouse, wharf or dock shall be permitted to be erected and maintained on the shore lands in front of lots 1 to 3, and 7 to 13, in block 1, for the sole and exclusive use of the owner or occupant, of a dwelling house located on a homestead on said lots.

2. Upon the land embraced in the plat aforesaid, no dwelling house, nor any part thereof, other than an open, uncovered porch, or an uncovered veranda, or an open terrace, or steps, or a bay window, or the usual cornices and architectural details, shall be nearer to any street margin than the lines designated upon the said plat as "building limits".

The location of any garage (when such garage is not a part of the dwelling house) shall be approved by the "Uplands Association", a corporation hereinafter mentioned. Any garage built in a terrace shall not be nearer than five feet from the street margin, and shall have a flat roof, covered with soil, which shall be planted and maintained with grass and shrubs and ornamented in accordance with plans approved by the "Association". All garage doors must be kept closed at all times, except when an auto is entering or leaving the garage.

3. No lot, as established by the plat of "The Uplands," shall itself or in conjunction with any other lot or tract therein or outside thereof be replatted.

4. No dwelling house shall be constructed or maintained upon any homestead in said plat, which, including a reasonable fee of architect, shall cost or be of the value of less than the sum of Ten Thousand (\$10,000) Dollars, or such larger sum as may be specified in the contract and conveyance covering any such homestead.

5. No temporary structure of any kind shall ever be constructed or maintained on any lot in said plat; Provided, however, that when actual construction of a dwelling house has commenced, the builder may erect a temporary office and tool house to be used by him as such only during the period of such construction; and provided, further, that the owners may construct and maintain a sales office and such other temporary structures as they find necessary in the development of the property.

6. There shall be a side yard of a width of not less than seven feet on each side of a dwelling house and the total width of the two side yards shall be not less than fifteen feet.

No building or structure shall be constructed altered, or maintained on the said property with a height in excess of two stories and a finished attic, nor be more than forty feet in height above the average elevation of the ground at the front of the building, and no building, including the appurtenant buildings, shall occupy more than thirty five per cent of the area of an inside lot, nor more than forty five per cent of the area of a corner or triangular lot.

7. Exterior construction of any building which may be commenced on said property shall not be abandoned.

1320-97

done nor discontinued for a period of more than four successive months.

8. No building, fence, gate, wall, hedge, pole, exterior radio equipment, boathouse, wharf, dock, garden house, pergola, conservatory, or other structure shall be erected, constructed, moved onto, or maintained on the land embraced in said plat, nor shall any change or alteration be made in the exterior of any building or other structure located on the land embraced in said plat, unless and until the exterior plans and specifications therefor, disclosing the nature, kind, shape, height, material and exterior color, scheme thereof, and a plan showing the location, or proposed location of such building, fence, gate, wall, hedge, pole, boathouse, wharf, dock, garden house, pergola, conservatory, or other structure upon the lot, and when specifically requested, the grading plan of the site to be built upon, shall have been submitted to and approved by the "Association." Architects' sketches or drawings may be submitted for tentative approval shall not be given until complete exterior working drawings and specifications have been submitted.

9. No live poultry nor animals, other than dogs or cats kept as household pets, ever shall at any time be kept or allowed on any land embraced in said plat.

10. No bill boards, placards or advertising signs of any kind or character shall be erected, displayed, exposed, or maintained upon any land embraced in the said plat or any building thereon without the written permission of the "Association," which shall have the right, in its discretion, to prohibit or to restrict and control the size, construction, material and location thereof, and may summarily remove and destroy all unauthorized signs; Provided, however, that the owners may erect and display the owners' signs, during the period the owners are selling the property.

11. Each lot (vacant or occupied) in the said plat shall by the owner thereof be kept and maintained free of weeds, long grass and other rank or obnoxious growths, and other objectionable and unsightly objects and things, to the end that all such lots shall at all times be maintained in a neat and attractive condition.

In the event of a violation of this restriction, the "Association" may as a cumulative, but not exclusive remedy, place any such lot in a neat and orderly condition and charge the reasonable cost thereof against the owner or purchaser thereof. Any such charges shall become due and payable upon demand.

12. No business or industry shall ever be carried on or conducted on any property located in said plat.

13. No property in said plat shall at any time, directly or indirectly, be sold, conveyed, rented, or leased, in whole or in part, to any person or persons not of the White Race.

14. No person other than one of the White Race shall be permitted to occupy any portion of any lot in said plat or of any building at any time thereon, except a domestic servant actually employed by a White occupant of such building.

15. A corporation has been organized under the laws of the State of Washington named "The Uplands Association" (herein called the "Association") which corporation shall have <sup>full</sup> power and authority to enforce and perpetuate these restrictions, and to improve, maintain and preserve in a high state of beauty and cultivation the public places in said plat, and the trees, shrubs and plants thereon, and to maintain the architectural entrances thereto, and for such purposes each lot in said plat shall be subject to an annual charge or assessment to be levied by the "Association" beginning in 1927. The "Association" shall have sole authority to fix and establish such annual charges or assessments in accordance with some fair equitable plan to be prescribed by the "Association". Provided, however, that the amount of any annual charge or assessment so levied against any single lot in said plat shall not exceed five mills per square foot of the area thereof, unless a levy in excess of such limit first shall have been approved by resolution adopted by two thirds vote of all of the stockholders of said "Association".

The right to levy, collect and enforce the collection of such annual charges or assessments is hereby reserved with respect to each and every lot in said plat and is hereby assigned and conveyed to said "Association." Each charge or assessment so levied against any lot in said plat shall constitute a debt owing by the owner thereof to the "Association", which debt shall be due and payable at such time and in such manner as may be prescribed by the By-Laws of the "Association".

The capital stock of said "Association" consists of four hundred shares, and one share, or fractional share, of such stock, shall be issued to the purchaser of each lot, or fractional lot, in said plat, subject to the provisions of the By-Laws of the "Association".

16. Title to the private park, lanes and paths in block 20, of said plat shall remain in the owners until the owners have sold at least ten of the lots in said block, whereupon the owners, for a consideration of One Dollar, will convey title to said park, lanes, and paths to such trustee upon such terms and conditions of trust as the owners, and the then owners of a majority in number of such lots so sold, may in writing determine and agree. The same provisions shall apply to the private park and path in block 21.

17. The "Association" is hereby empowered to interpret, pass upon and enforce compliance and/or noncompliance, with the restrictions herein established and to issue Certificates of Compliance as in its Articles of Incorporation and/or By-Laws may be provided.

18. Each, every and all of the restrictions of this Declaration shall continue and remain in full force and effect for a term of fifty years from the date hereof against each and every lot, tract and parcel of land in said plat, and the respective owners thereof: Provided, however, that changes in, modifications of and additions to these restrictions, may from time to time be made by supplemental declarations,

authorized and approved by vote of two-thirds of the stock of the "Association". Any such supplemental declaration shall be executed by the President and Secretary of the "Association" and shall not be operative and effective unless and until the same is filed for record in the office of the Auditor of King County, Washington. There shall be attached to each supplemental declaration so filed the affidavit of the President and Secretary of the "Association" that the same was authorized and approved as herein provided, and such affidavit shall be conclusive proof of the facts therein contained.

At any time prior to the expiration of said fifty years term the "Association" may by supplemental declaration authorized and approved by two-thirds vote of its stock, and executed and filed, as aforesaid, extend this declaration for an additional term of years.

19. Every person, who by deed becomes grantee of any lot, tract or parcel of land in said plat, will be deemed to have accepted such deed, and title to the lands therein described, subject to all of the restrictions and conditions herein contained, and subject to the jurisdiction, rights, powers and authority of the "Association".

Every person, who by written contract, agrees to purchase any lot, tract or parcel of land in said plat, will be deemed to have made and accepted such contract and agreed to purchase the lands therein described, subject to all of the restrictions and conditions herein contained, and subject to the jurisdiction, rights, powers and authority of the "Association".

The heirs, executors, administrators, representatives, successors and assigns, of every person who shall accept a deed and/or contract, as in this Section provided, shall be bound by all the provisions of this instrument to the full and same extent as the original grantee and/or purchaser is bound.

20. As to the owner or purchaser of each and every lot, tract or parcel of land, in said plat, the restrictions herein contained and the provisions of this instrument, shall constitute and be covenants running with the land, and the breach of any thereof, or the threatened breach of any thereof, or the continuance of the breach of any thereof, may be enjoined, abated or remedied by appropriate proceedings instituted by the "Association" as plaintiff, in the Superior Court of the State of Washington, for King County, Washington. Not judgment which may be rendered pursuant to any such proceedings shall thereafter be construed as a bar to any subsequent proceeding instituted by the "Association" to enjoin, abate or remedy any subsequent breach, or threatened breach or continued breach of any restriction or provision in this instrument contained.

21. All of the provisions in this instrument contained shall be construed together, but if it shall at any time be held that any such provision, or part thereof, is invalid, or if for any reason any such provision, or part thereof, becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

IN WITNESS WHEREOF, said The Uplands, Inc. a corporation, and said Seattle Title Trust Company, a corporation, have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and sealed with their respective corporate seals, at Seattle, Washington, this 26 day of April, 1926.

(The U. Inc. Corp. Seal)

(S.T.T.Co.Corp.Seal)

The Uplands, Inc.

By A. C. Frost, Its President

Attest: Bruce C. Shorts, Its Secretary

Seattle Title Trust Company

By Worrall Wilson, Its President.

Attest: Charlton L. Hall, Its Secretary

State of Washington )ss  
County of King

On this 26th day of April, A.D. 1926, before me, personally appeared A. C. Frost and Bruce C. Shorts, to me known to be the President and Secretary, respectively of The Uplands, Inc. one of the corporations 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 official seal the day and year first above written.

(R.G.D. Notarial Seal)

(Com. Ex. June 19, 1926)

State of Washington )ss  
County of King

R. G. Denney

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

On this 26th day of April, A.D. 1926, before me, personally appeared Worrall Wilson and Charlton L. Hall, to me known to be the President and Secretary, respectively of Seattle Title Trust Company, one of the corporations 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

O.K.  
H.H.J.



# THE UPLANDS

## AN ADDITION TO THE CITY OF SEATTLE

OLMSTED BROTHER LANDSCAPE ARCHITECTS BROOKLINE MASSACHUSETTS.

JESSE A. JACKSON, ENGINEER.

JANUARY 1926.

### DESCRIPTION

This addition comprises the following described tracts of land situate in King County, State of Washington, to wit:-

The Southwest quarter of the Southwest quarter, except the south 330.31 feet of the west 680.00 feet; the Southeast quarter of the Southwest quarter and that part of Government Lot Five (5), lying west of Lakeside Avenue as condemned by the City of Seattle under Ordinance 26273, together with the shore lands of the second class fronting thereon, except those parts taken for Wilson Avenue and Seward Park Avenue, all in Section Twenty-three (23), Township Twenty-four (24) North of Range Four (4) East of Willamette Meridian.

Also that part of Government Lot One (1), Section Twenty-six (26), Township Twenty-four (24) North of Range Four (4) East of Willamette Meridian, described as follows: Beginning at a point 1970.00 feet east of the northwest corner of said section; thence south 405.00 feet; thence east to the shore line of Lake Washington; thence northerly along said shore line to the north line of said section; thence west to beginning, together with the shorelands of the second class fronting thereon, except the south 2000 feet thereof deeded to the City of Seattle for street purposes, and except the west 60.00 feet thereof taken for Meadows Avenue, now 57th Avenue South;

Also Lots One (1), Two (2), Three (3) and Four (4) Block Fifteen (15) Map of Brighton Beach, according to the plat thereof recorded in Volume 6 of Plats Page 98, records of said county, except that portion of said Lots One (1) and Two (2) heretofore condemned in King County Superior Court in Cause No 105686 for Seward Park Avenue.

Also Lots One (1), Two (2), Three (3), and Four (4) Block Sixteen (16) of said Map of Brighton Beach, except that portion of said Lots One (1) Two (2), Three (3) and Four (4) heretofore condemned in Superior Court in Cause No 105686 for Seward Park Avenue.

Also that portion of Tracts Five (5) and Six (6) Block Five (5), Brighton Beach, east of the following described line: Beginning at a point on the south line of said Tract Five (5) which is 27.45 feet west from the southeast corner thereof; thence northeasterly along a line parallel to the west line of Wilson Avenue a distance of 310.84 feet to a point on the north line of said Tract Six (6) which is 20.10 feet east from the northwest corner thereof;

Also that portion of Tract Five (5) of B. W. John's and C. H. Hanford's Five Acre Lots as recorded at Page 76 Vol. 2 of Plats Records of King Co. Wash. described as follows: Beginning at the southwest corner of said tract; thence easterly along the south line thereof a distance of 441.22 feet to the west margin of the old County Road; thence northwesterly along the margin of said old County Road a distance of 14.00 feet; thence westerly along a line parallel to the south line of said tract a distance of 116.89 feet; thence north 2000 feet; thence westerly along a line parallel to the south line of said tract a distance of 314.67 feet; thence southerly along the west margin of said tract a distance of 30.00 feet to the point of beginning.

### DEDICATION

Know all men by these presents that the Seattle Title Trust Company a Washington Corporation, and The Uplands Incorporated, a Washington Corporation, holders in fee simple of all the lands platted in THE UPLANDS an addition to the City of Seattle, do hereby declare this plat and dedicate to the uses of the public forever all the streets, avenues, ways, roads, easement and alleys shown hereon and the use thereof for any and all public purposes, also the right to make all slopes for cuts or fills upon the lots shown on this plat in the reasonable grading of all streets, avenues, ways, roads, and alleys.

In witness hereof we have hereunto set our hands and seal this 23rd February, A.D. 1926.

SEATTLE TITLE TRUST COMPANY

By Worrall Wilson  
Its PresidentBy Charlton L. Hall  
Its Secretary

THE UPLAND, INC.

By A. C. Frost  
Its President

### ACKNOWLEDGMENT

State of Washington ss.  
County of King

This is to certify that on this 23rd day of February A.D. 1926, before the undersigned a notary public, personally appeared Worrall Wilson, president and Charlton L. Hall, Secretary, of the Seattle Title Trust Company; and A.C. Frost, president of The Uplands, Incorporated, the corporations that executed the foregoing dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said dedication, and that the seals affixed hereunto are the corporate seals of the said corporations.

Witness my hand and seal the day and year first above written.

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

Notarial  
Seal

Examined and approved by me this 25th day of January A.D. 1926.

J. D. Blackwell  
City Engineer.

Approved by the Mayor and the City Council of the City of Seattle  
by Ordinance No. 30490 this 25th day of Feb. A.D. 1926.

H. W. Carroll  
City Clerk.

Edwin J. Brown  
Mayor.

By E. M. Street  
Deputy Clerk.



2145967

Filed for record at the request of the City Engineer, this 27th day of February, A.D. 1926 at 34 minutes past 11 o'clock A.M., and recorded in Volume 28 of Plats Pages 42-3-4 records of King County, Washington.

By Deputy Auditor

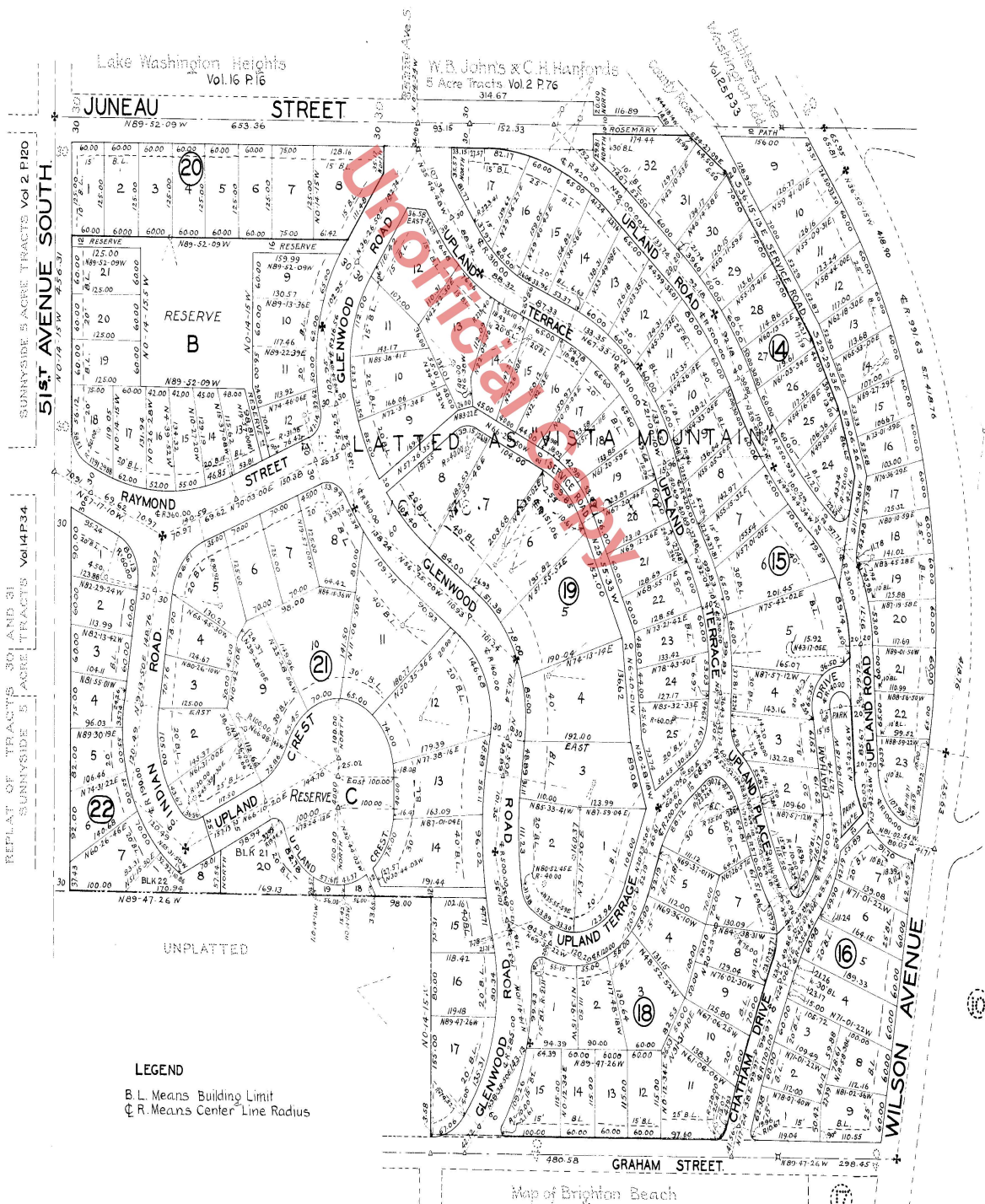
J. B. Jackson  
County Auditor

Thomas K. Gorden  
Notary Public.

# THE UPLANDS

AN ADDITION TO THE CITY OF SEATTLE

SCALE 1"=100'

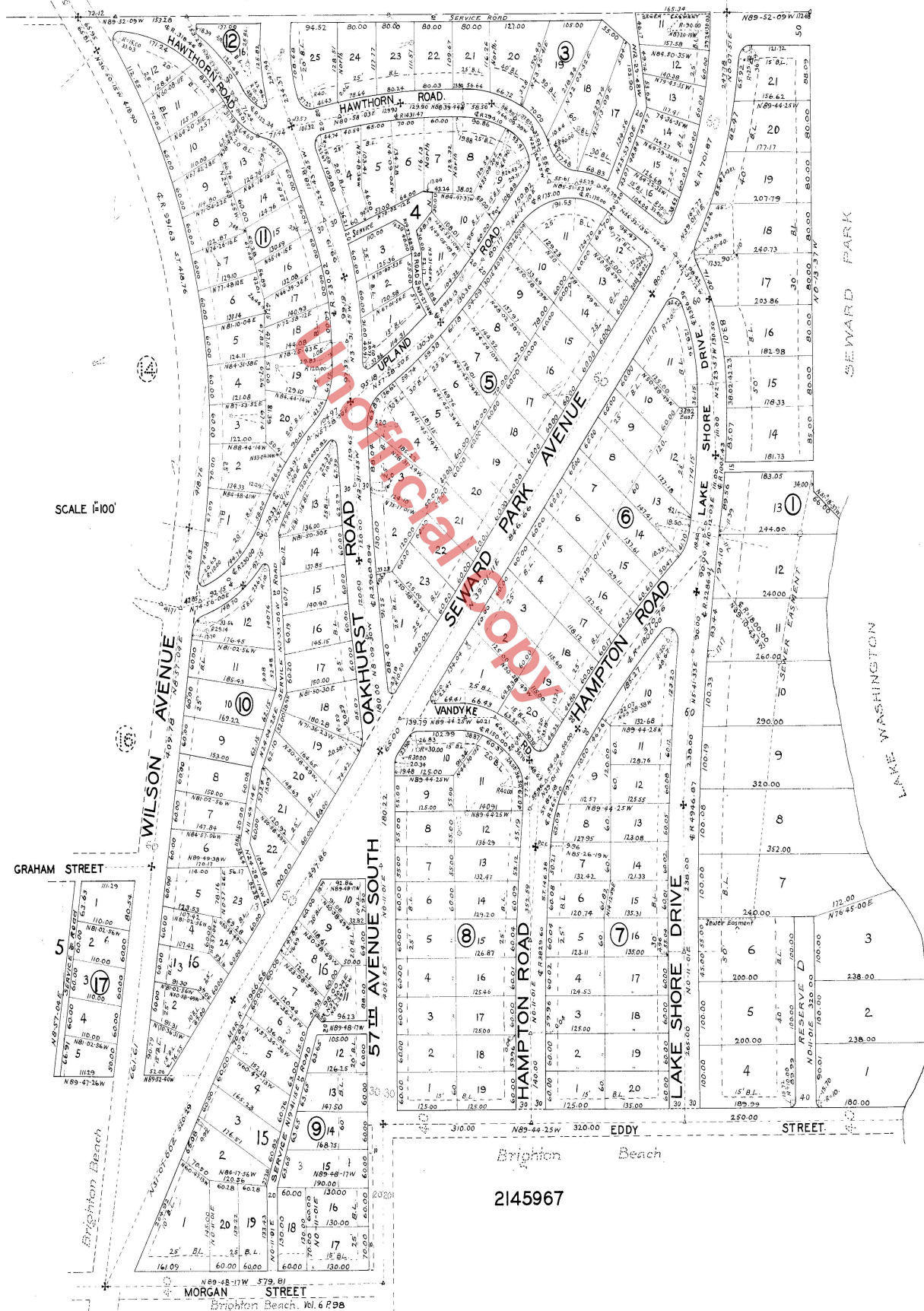


2145967



# THE UPLANDS

AN ADDITION TO THE CITY OF SEATTLE



1381-388

Witness my hand and official seal hereto affixed the day and year in this certificate above written.  
(H.J.P. Notarial Seal)

H.J.P. My commission is on file with the American  
Consul General at Vancouver, B.C. and  
terminates at the pleasure of the Government.

Herbert John Parry  
Notary Public in and for the Province of  
British Columbia, residing at Powell River.

Filed for record at request of Continental Mutual Sav. Bank, Mar 6, 1928 at 08 min past 2 P.M.  
MJ George A. Grant, County Auditor

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2446648 Claud L. Cragin, et ux  
To

### Warranty Deed

L. Frank Becker

The Grantors, Claud L. Cragin, and Katherine Cragin, his wife, for and in consideration of Ten and 00/100 (\$10.00) Dollars in hand paid, conveys and warrants to L. Frank Becker, the grantee, the following described real estate:

Lots Seven and Eight (7 & 8) in Block Four (4), of Carleton Park, an addition to the City of Seattle.

situated in the County of King, State of Washington.

Dated February 15th, A.D. 1928.

Signed in presence of

Claud L. Cragin  
Katherine Cragin

State of Washington )SS  
County of King

This is to certify that on this 15th day of February A.D. 1928, before me, V. L. Saxe, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Claud L. Cragin and Katherine Cragin, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me 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 the day and year in this certificate first above written.  
(V.L.S. Notarial Seal)

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

(Com. Ex. May 11, 1928)

Filed for record at request of L. F. Becker, Mar 6, 1928 at 09 min past 2 P.M.

MJ

George A. Grant, County Auditor

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2446764 The Uplands, Inc., et al

### Declaration of Restrictions

#### Declaration of Protective Restrictions

Whereas, The Uplands, Inc., and Seattle Title Trust Company, both Washington corporations, (hereinafter called the "Owners") are the owners of a certain subdivision of the City of Seattle, King County, Washington, entitled and designated as "Supplemental Plat of The Uplands," which was filed for record in the office of the Auditor of said County on the 29th day of February, 1928, and recorded in Volume numbered 31 of Plats, on Page 34 thereof; and

Whereas, the Owners are about to sell, convey and dispose of the real property embraced in said plat, which it desires to subject to certain basic protective restrictions, conditions, covenants and charges, as herein set forth, to the end that harmonious and attractive development of the property may be accomplished, that all buildings constructed thereon shall be desirable and attractive and that the health, comfort, safety, convenience and general welfare of the owners and occupants may be promoted and safeguarded;

Now, Therefore, Know All Men By These Presents: That the Owners hereby do establish the protective restrictions, conditions and covenants hereinafter set forth, upon and subject to which all lots, tracts and parcels of land in said plat shall hereafter be held or sold and/or conveyed by them as such owners, each and all of which is and are for the benefit of said property and each and all of the present and/or future owners of land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of each and all of the present and future owners of land in said plat, and are hereby imposed upon said land as a servitude in favor of said property and each and every lot, tract and parcel of land therein, as a dominant tenement or tenements as follows, to-wit:

1. The property aforesaid shall be used only for private residence purposes.

No building shall ever be moved onto any land embraced in said plat from any land outside of said plat.

No building shall be erected, maintained or permitted upon any homesite in said plat, except one single, detached, private dwelling house for the sole use of the owner or occupant thereof, and

except the other structures herein expressly permitted.

There shall be permitted to be erected and maintained on any homesite a private garage, servants' quarters, garden house, pergola and conservatory appurtenant to the dwelling house thereon and for the sole use of the owner or occupant of such dwelling house.

2. Upon the land embraced in the plat aforesaid, no dwelling house, nor any part thereof, other than an open, uncovered porch, or an uncovered veranda, or an open terrace, or steps, or a bay window, or the usual cornices and architectural details, shall be nearer to any street margin than the lines designated upon the said plat as "building limits".

3. No dwelling house shall be constructed or maintained upon any homesite in Blocks Two (2) and Three (3) and in Lots Nine (9) to Fifteen (15), inclusive, Block Twelve (12), in said plat, which, including a reasonable fee of architect, shall cost or be of the value of less than the sum of Ten Thousand (\$10,000) Dollars, or such larger sum as may be specified in the contract and conveyance covering any such homesite.

4. No dwelling house shall be constructed or maintained upon any homesite in Lots One (1) to Eight (8), inclusive and in Lots Seventeen (17) to Twenty-four (24), inclusive, Block Twelve (12) and in Block Twenty-three (23), in said plat, which, including a reasonable fee of architect, shall cost or be of the value of less than the sum of Seven Thousand Five Hundred (\$7500) Dollars, or such larger sum as may be specified in the contract and conveyance covering any such homesite.

5. Any garage built in a terrace shall not be nearer than five feet from the street margin, and shall have a flat roof, covered with soil, which shall be planted and maintained with grass and shrubs. All garage doors must be kept closed at all times, except when an automobile is entering or leaving the garage.

6. There shall be a side yard of a width of not less than seven feet on each side of a dwelling house and the total width of the two side yards shall be not less than fifteen feet.

7. No live poultry nor animals, other than household pets, ever shall at any time be kept on any land embraced in said plat.

8. No bill boards, or advertising signs of any kind or character shall be erected, displayed, exposed or maintained upon any land embraced in the said plat or any building thereon: Provided, however, the said present owners may erect and display their signs during the period they are selling the property.

9. Each lot (vacant or occupied) in the said plat shall by the owner thereof be kept and maintained free of weeds, long grass and other rank or obnoxious growths, and other objectionable and unsightly objects and things, to the end that all such lots shall at all times be maintained in a neat and attractive condition.

10. No business or industry shall ever be carried on or conducted on any property located in said plat.

11. No property in said plat shall at any time, directly or indirectly, be sold, conveyed, rented or leased, in whole or in part, to any person or persons not of the White Race.

12. No person other than one of the White Race shall be permitted to occupy any portion of any lot in said plat, or of any building at any time thereon, except a domestic servant actually employed by a White occupant of such building.

13. Each, every and all of the restrictions of this "Declaration of Protective Restrictions" shall continue and remain in full force and effect for a term of fifty years from the date hereof against each and every lot, tract and parcel of lands in said plat, and the respective owners thereof.

By written consent of the owners of two-thirds of the area of the property included in the above supplemental plat, the terms and conditions of these protective restrictions may be modified, supplemented and/or extended - said agreement to be filed for record in the office of the County Auditor of King County, Washington, or in such other office as instruments effecting real estate are required by law to be recorded.

14. Every person, who by deed becomes grantee of any lot, tract or parcel of land in said plat, will be deemed to have accepted such deed, and title to the lands therein described, subject to all of the restrictions and conditions herein contained.

Every person, who by written contract, agrees to purchase any lot, tract or parcel of land in said plat, will be deemed to have made and accepted such contract and agreed to purchase the lands therein described, subject to all of the restrictions and conditions herein contained.

The heirs, executors, administrators, representatives, successors and assigns of every person who shall accept a deed and/or contract, as herein provided, shall be bound by all the provisions of this instrument to the full and same extent as the original grantee and/or purchaser is bound.

15. As to the owner or purchaser of each and every lot, tract or parcel of land in said plat, the restrictions herein contained and the provisions of this instrument, shall constitute and be covenants running with the land, and the breach of any thereof, or the threatened breach of any thereof, or the

continuance of the breach of any thereof, may be enjoined, abated or remedied by appropriate proceedings instituted by any party aggrieved thereby in the Superior Court of the State of Washington for King County, Washington.

16. All of the provisions in this instrument contained shall be construed together, but if it shall at any time be held that any such provision, or part thereof, is invalid, or if for any reason any such provision, or part thereof, becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

In Witness Whereof, the said present owners of all of the lands in said plat have executed this instrument at Seattle, Washington, this 6th day of March, 1928.  
(The U. Inc., Corp. Seal)

O.K. M (S.T.T. Co., Corp. Seal)

State of Washington )SS  
County of King

On this 6th day of March, A.D. 1928, before me, personally appeared A. C. Frost and E. M. Belknap, to me known to be the President and Assistant Secretary, respectively, of The Uplands, Inc., 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.

(F.R.M. Notarial Seal)  
(Com. Ex. Mar. 18, 1931)

THE UPLANDS, INC.

By A. C. Frost, Its President

Attest: E. M. Belknap, Assistant Secretary  
SEATTLE TITLE TRUST COMPANY

By E. C. Oggel, Its Vice President

Attest: Charlton L. Hall, Its Secretary

State of Washington )SS  
County of King

On this 6th day of March, A.D. 1928, before me, personally appeared E. C. Oggel, to me known to be the Vice-President and Charlton L. Hall, Secretary, respectively, of Seattle Title Trust Company, 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.

(F.R.M. Notarial Seal)  
(Com. Ex. Mar. 18, 1931)

Frank R. Murtha

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

Frank R. Murtha

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

Filed for record at request of Seattle Title Trust Co., Mar. 6, 1928 at 16 min past 4 P.M.

George A. Grant, County Auditor

2446851 Chas. W. Coleman, et et

To

John K. Coleman

Quit-Claim Deed

The Grantors, Seth F. Coleman, Myrtle C. Cobb, Charles W. Coleman and Delila Coleman, for the consideration of One (\$1.00) and No/100 Dollars convey and quit-claim to John K. Coleman all interest in the following described Real Estate:

Acre Tract Fifty-six (56) in Alexander Acre Tracts according to the plat thereof on file and of record in the office of the County Auditor of King County, Washington,  
Situate in the County of King, State of Washington.

Dated this 5th day of September, 1927.

Witnesses:

Robert A. Wilcox

Chas. W. Coleman Seal

Seth F. Coleman Seal

Delila Coleman Seal

Myrtle C. Cobb Seal

State of Washington )SS  
County of Kittitas

I, Robert A. Wilcox, a Notary Public, do hereby certify that on this 5th day of September, 1927,

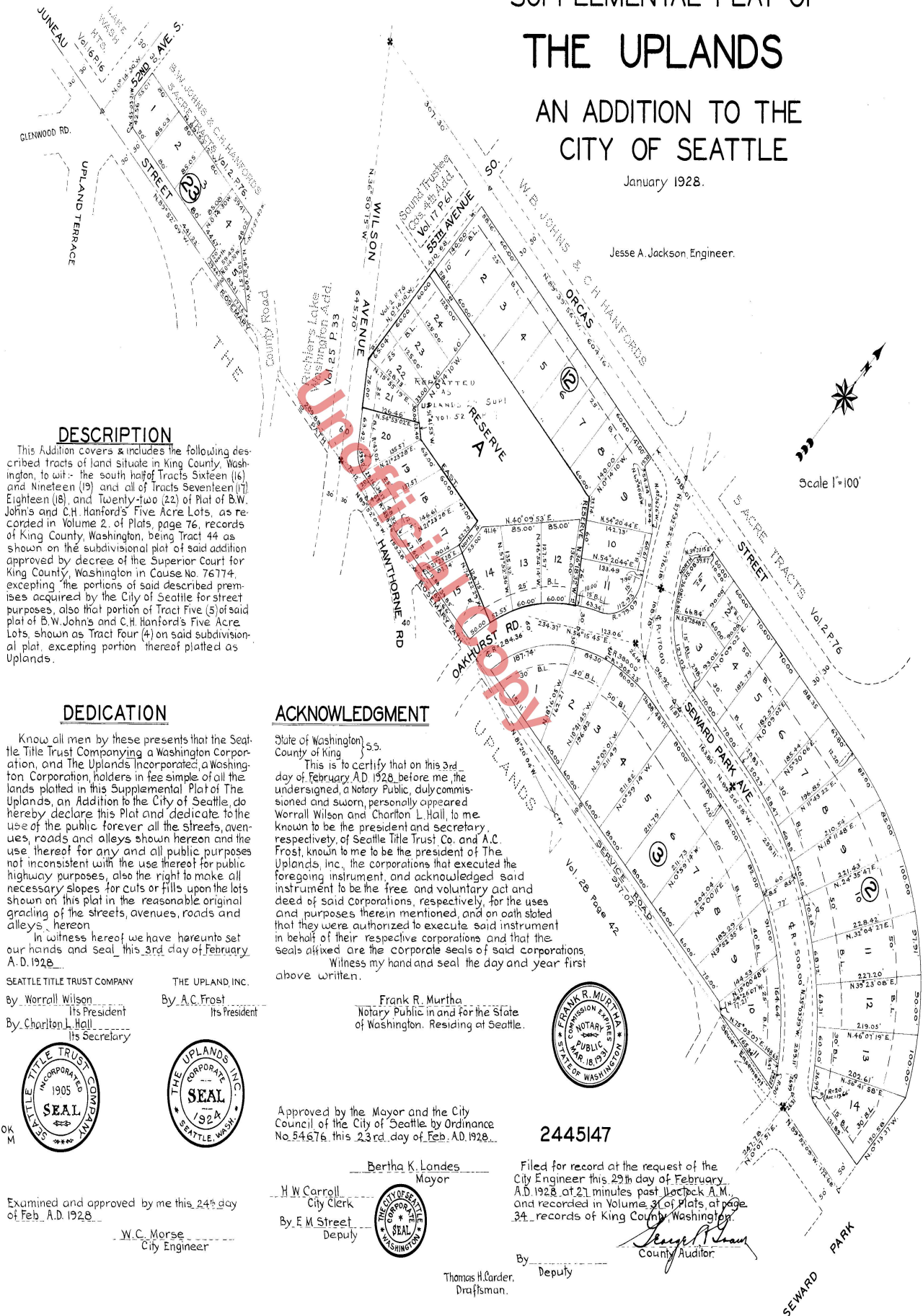


# SUPPLEMENTAL PLAT OF THE UPLANDS

## AN ADDITION TO THE CITY OF SEATTLE

January 1928.

Jesse A. Jackson, Engineer.



### DESCRIPTION

This Addition covers & includes the following described tracts of land situate in King County, Washington, to wit: the south half of Tracts Sixteen (16) and Nineteen (19) and all of Tracts Seventeen (17), Eighteen (18), and Twenty-two (22) of Plat of B.W. Johns and C.H. Hanford's Five Acre Lots, as recorded in Volume 2, of Plats, page 76, records of King County, Washington, being Tract 44 as shown on the subdivisional plat of said addition approved by decree of the Superior Court for King County, Washington in Cause No. 76774, excepting the portions of said described premises acquired by the City of Seattle for street purposes, also that portion of Tract Five (5) of said plat of B.W. Johns and C.H. Hanford's Five Acre Lots, shown as Tract Four (4) on said subdivisional plat, excepting portion thereof platted as Uplands.

### DEDICATION

Know all men by these presents that the Seattle Title Trust Company, a Washington Corporation, and The Uplands Incorporated, a Washington Corporation, holders in fee simple of all the lands platted in this Supplemental Plat of The Uplands, an Addition to the City of Seattle, do hereby declare this Plat and dedicate to the use of the public forever all the streets, avenues, roads and alleys shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts or fills upon the lots shown on this plat in the reasonable original grading of the streets, avenues, roads and alleys hereon.

In witness hereof we have hereunto set our hands and seal this 3rd day of February A.D. 1928.

SEATTLE TITLE TRUST COMPANY

By: Worrall Wilson  
Its President  
By: Charlton L. Hall  
Its Secretary



OK M

THE UPLAND, INC.

By: A.C. Frost  
Its President



Examined and approved by me this 24th day of Feb. A.D. 1928.

W.C. Morse  
City Engineer

### ACKNOWLEDGMENT

State of Washington } ss.  
County of King }

This is to certify that on this 3rd day of February A.D. 1928 before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared Worrall Wilson and Charlton L. Hall, to me known to be the president and secretary, respectively, of Seattle Title Trust Co. and A.C. Frost, known to me to be the president of The Uplands, Inc., the corporations that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporations, respectively, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument in behalf of their respective corporations and that the seals affixed are the corporate seals of said corporations.

Witness my hand and seal the day and year first above written.

Frank R. Murtha  
Notary Public in and for the State  
of Washington. Residing at Seattle.



Approved by the Mayor and the City Council of the City of Seattle by Ordinance No. 54676, this 23rd day of Feb. A.D. 1928.

Bertha K. Landes  
Mayor

H.W. Carroll  
City Clerk

By: E.M. Street  
Deputy



2445147

Filed for record at the request of the City Engineer this 23rd day of February, A.D. 1928, at 21 minutes past 12 o'clock A.M., and recorded in Volume 31 of Plats, at page 34, records of King County, Washington.

By: Thomas H. Gardner,  
Deputy  
Draftsman.

County Auditor