WASHINGTON TITLE INSURANCE COMPANY

3551017

FORM L1

Quit Claim Deed

THE GRANTOR S, Leo B. Veeder and Lenora Veeder, husband and wife,

for and in consideration of Fifty (50) Dollars- - - - - - - - - - - - - - - -

convey and quit claim to A. D. Brumbaugh and F. R. Hockert

the following described real estate, situated in the County of King- - - - - - - - - - - - -

State of Washington:

Lot Five (5) of Block Seventeen (17) of the Tolt Townsite Company's Plat of Tolt, Washington, according to the official Plat thereof now on file in the office of the County Auditor of said King County###- -

Dated this 16th- - - - - - - - - day of March- - - - - - - - -, 1946.

Leo B Veeder (SEAL)

Lenora Veeder (SEAL)

STATE OF WASHINGTON, } ss.
County of King

On this day personally appeared before me Leo B. Veeder and Lenora Veeder, his wife, to me known to be the individuals 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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of March, 1946.

JESSE SIMMONS
NOTARY PUBLIC
STATE OF
WASHINGTON
COMMISSION EXPIRES
JULY 15, 1949

Jesse Simmons
Notary Public in and for the State of Washington, residing at Carnation.

Filed for Record Mar. 20, 1946 3:50 P.M.
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

3551019

RESTRICTIVE COVENANTS AND RESERVATIONS

VIEWMONT PARK

Whereas MODERN HOMES INVESTMENT, INC., a Washington corporation, hereinafter called the Owner, is the owner of the following described land: Bluff Park Addition to the City of Seattle, according to plat records in Volume 4 of Plats, Page 79, records of King County, Washington, Lots 6, 7 and 8 of Block 1; the West one-half of Blocks 2, 3 and 4; ALL of Blocks 13, 14, 15, 18, 19 and 20; Lots 3, 4, 5, 6, 7 and 8 of Block 16; Lots 4, 5, 6, and 7 of Block 17, TOGETHER with the vacated portions of 37th Avenue West and 38th Avenue West, abutting upon any of the aforesaid lots or blocks.

And Whereas the said Owner is about to file for record in the office of the Auditor of King County, Washington a plat of said land, which plat will be known as Viewmont Park. And Whereas following the filing of said plat the said Owner will make sales of the real property embraced in said plat, and said Owner desires that all sales of such real property shall be made subject to certain reservations and protective and restrictive covenants, the purpose of which are to insure the use of the property for attractive residential purposes to prevent nuisance, to maintain the desired benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

Now therefore Know All Men By These Presents:

That the said Owner hereby certifies and declares that the Owner has established and hereby does establish a general plan for the development, improvement, maintenance, and protection of the real property embraced in said plat and has established and does establish the protective restrictions and reservations hereinafter set forth upon, and subject to which, all lots, tracts, and parcels of land shall be held and/or sold by such Owner, and each of which is, and all of which are, for the benefit of the real property embraced in said plat, and all persons who may become the owners of lots, tracts, or parcels of land in said plat, and each and all of which shall inure to and pass with each and every lot, tract or parcel of land in said plat, and shall apply to and bind the respective successors in interest of every owner in said plat; and which restrictions are and each thereof is imposed upon the real property embraced in said plat as a servitude in favor of the real property embraced in said plat and each and every lot, tract or parcel of land in said plat as the dominant tenement or tenements as follows, to-wit:

(1) All lots in Viewmont Park are designated residence lots and no structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

(2) No buildings shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a 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.

(3) No residential structure shall be placed on any substantial building plot which has an area of less than 5500 square feet nor a width of less than 50 feet at the front building setback line.

(4) No noxious or offensive trade 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 residence property shall at any time, directly or indirectly be rented or leased in whole or in part to any person or persons not of the White or Caucasian race. No person or persons other than one of the White or Caucasian race shall be permitted to occupy any portion of any residence lot or of any building thereon except a domestic servant actually employed by a White occupant of such lot and/or building.

(5a) No dwelling costing less than $4000.00 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 800 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, or two story structure.

(6) 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. Trees or shrubs grown on any lot shall not be allowed to exceed 15 feet in height if obstructing the view of surrounding property.

(7) 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 residence of a temporary character be permitted.

(8) No structure shall be moved onto any lot unless it meets with the approval of the Committee hereinafter referred to, or if there is no Committee, it shall conform to and be in harmony with existing structures in the tract.

(9) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of C. F. BISHOP, JR., and R. W. BISHOP, SR., and R.W.BISHOP,JR., or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after 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. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until (5 to 7 years) at which time the then owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

(10) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1970, it shall be lawful for any other person or persons owning any other lots in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing so to recover damages or other dues for such violation.

(11) These covenants 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, 1970, at which time said covenants and restrictions shall terminate.

(12) 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.

Dated at Seattle, Washington this 1st day of March, 1945.

MODERN HOMES INVESTMENT, INC.

By C. F. Bishop Jr.
President

By R. W. Bishop Jr.
Secretary

STATE OF WASHINGTON)
; ss.
COUNTY OF KING)

On this 1st day of March, 1945, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared C. F. BISHOP, JR., and R. W. BISHOP, JR., to me known to be the President and Secretary, respectively, of MODERN HOMES INVESTMENT, INC., the corporation that executed the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

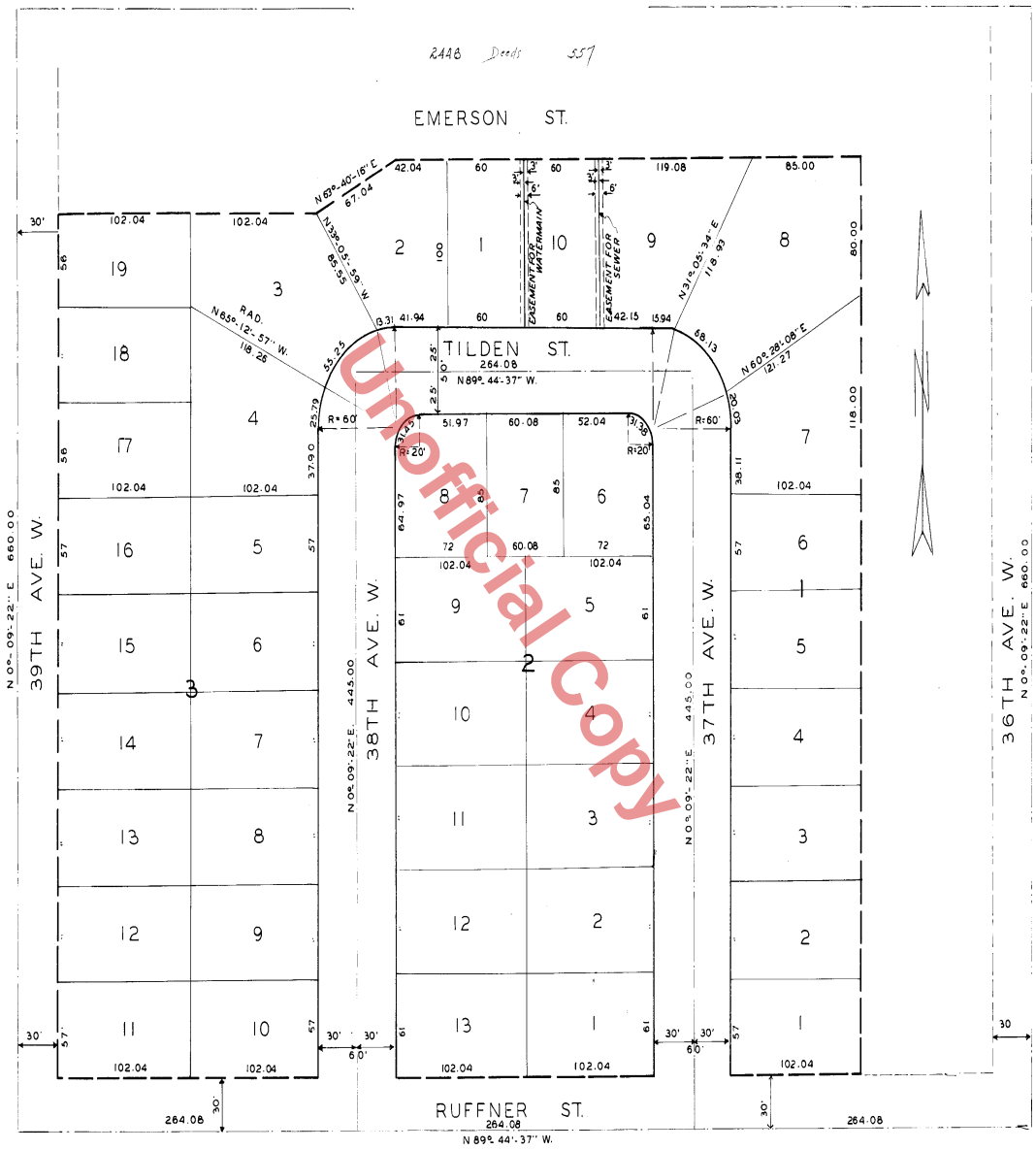
Notary Public in and for the
State of Washington
Residing at Seattle

Filed for Record Mar. 20 1946 3:50 P.M.
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

VIEWMONT PARK

MORFORD & MOWRY
CIVIL ENGINEERS.

SCALE 1" = 50'



DESCRIPTION

THIS PLAT OF VIEWMONT PARK COVERS AND INCLUDES THE FOLLOWING PARCELS OF LAND IN BLUFF PARK ADDITION TO THE CITY OF SEATTLE ACCORDING TO PLAT RECORDS IN VOLUME 4 OF PLATS, PAGE 79, RECORDS OF KING CO., WASH., LOTS 6, 7 & 8 OF BLOCK 1, THE WEST ONE-HALF OF BLOCKS 2, 3, & 4, ALL OF BLOCKS 13, 14, 15, 18, 19 & 20, LOTS 3, 4, 5, 6, 7 & 8 OF BLOCK 16, LOTS 4, 5, 6 & 7 OF BLOCK 17, TOGETHER WITH THE VACATED PORTIONS OF 37TH AVE. W. & 38TH AVE. W. ABUTTING UPON ANY OF THE AFORESAID LOTS OR BLOCKS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MODERN HOMES INVESTMENT INC. AND CONTINENTAL INC., CORPORATIONS ORGANIZED UNDER THE LAWS OF THE STATE OF WASHINGTON, OWNERS IN FEE SIMPLE, AND MORTGAGEES, RESPECTIVELY, OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES AND EASEMENTS SHOWN HEREON, AND THE USE THEREOF FOR ANY AND PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES.

IN WITNESS WHEREOF THE SAID CORPORATIONS, BY THEIR RESPECTIVE PRESIDENTS AND SECRETARIES HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED, AND THEIR SEALS TO BE AFFIXED THIS 23RD DAY OF FEBRUARY, A.D. 1945

MODERN HOMES INVESTMENT INC.
OWNERS.

BY C. F. BISHOP, PRESIDENT — R. W. BISHOP, JR., SECRETARY

CONTINENTAL INC. – MORTGAGEES

BY W. WALTER WILLIAMS, PRESIDENT — D. D. MINNOCK, SECRETARY

MODERN HOMES INVESTMENT INC. CORPORATE 1942 WASHINGTON

CONTINENTAL INC. CORPORATE 1941 WASHINGTON

ACKNOWLEDGEMENT

STATE OF WASH. } S.S.
COUNTY OF KING }

THIS IS CERTIFY THAT ON THIS 23RD DAY OF FEB. A.D. 1945 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED C.F. BISHOP JR., R.W. BISHOP JR., W. WALTER WILLIAMS, AND D.D. MINNOCK, KNOWN TO ME TO BE THE PRESIDENTS, AND SECRETARIES OF THE SEVERAL CORPORATIONS THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY SEALED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID CORPORATIONS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEALS AFFIXED ARE THE CORPORATE SEALS OF THE SAID CORPORATIONS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

I. L. OSTERHOUT
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN SEATTLE.

I. L. OSTERHOUT COMMISSION EXPIRES OCT. 8 1946 NOTARY PUBLIC STATE OF WASHINGTON

EXAMINED AND APPROVED BY ME THIS 16TH DAY OF MARCH A.D. 1945.

C. L. WARTELLE
CITY ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT OF VIEWMONT PARK, AN ADDITION TO THE CITY OF SEATTLE WAS DULY APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE NO 73848 APPROVED THIS 27TH DAY OF MARCH A.D. 1945

GEORGE GRANT
DEPT CITY COMPTROLLER AND EX-OFFICIO CITY CLERK

3459045

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 29 DAY OF MARCH A.D. 1945 AT 18 MINUTES PAST 2 P.M. AND RECORDED IN VOL. 40 OF PLATS, PAGE 33 RECORDS OF KING COUNTY, WASHINGTON.

M. J. R. WILLIAMS
DEPUTY COUNTY AUDITOR

ROBERT A. MORRIS
KING COUNTY AUDITOR

CORPORATE SEAL OF THE CITY OF SEATTLE 1869