

3200868

AGREEMENT RESPECTING RESTRICTIVE COVENANTS

WEDGWOOD ADDITION

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual advantages to be derived therefrom and flowing from one to the other and to their respective heirs, successors and assigns, IT IS HEREBY AGREED by and between SEATTLE COLLEGE, INCORPORATED, A corporation, its successors and assigns, owner of the legal title to, and ALBERT S. BALCH AND EDITH A. BALCH, his wife, and MAURY SETZER and ELEANOR SETZER, his wife, their heirs, successors, and assigns, owners in fee, and or purchasers under contract of the following described real property in King County, Washington, to-wit:

The northeast quarter (N.E. $\frac{1}{4}$) of the northeast quarter (N.E. $\frac{1}{4}$) of Section Four (4), Township 25 North, R. 4E. of W. M. also known as Wedgwood Addition.

That the following Covenants shall run with the foregoing described real property, and each and every part thereof, and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 10 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.

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 Wedgwood 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.

Invalidation of any of these Covenants by judgment or court shall in no wise effect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots, except that Lot 29, Block 2, may be used for retail business, providing however that no tavern may be built or operated on Lot 29, Block 2. No structures 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 2 cars.

B. 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 as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Albert BALCH, MAURY SETZER, EDITH A. BALCH, ELEANOR SETZER, DR. FRANCIS E. CORKERY and FRANCIS J. KANE, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, 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 and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1945. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. 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 25 feet to the front lot line, nor nearer than two (10) feet to any side street line. No building, except a detached garage or other outbuilding located 75 feet or more from the

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front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line. Front elevations of houses on corner Lots namely lots 1 and 15 in Block 2, 1 and 14 in Block 3, lots 1 and 14 in Block 5 are to face toward the west.

D. No residential structures shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line.

E. That as to Lots 16 and 32, Block 6, and 1 to 10, inclusive, Block 7, no building, or any other structure, shall be placed or maintained between the westerly boundary of 35th Avenue Northeast, and a line running parallel thereto, and a distance of ten feet westerly therefrom and the southerly boundary of E. 84th Street, between 34th Avenue Northeast and 35th Avenue Northeast, and a line running parallel thereto, and a distance of ten feet southerly therefrom, and the westerly boundary of Lot 29, Block 2, and a line running parallel thereto, and a distance of ten feet easterly therefrom, and the northerly boundary of East 84th Street, and a line running parallel thereto, and a distance of ten feet northerly therefrom from 35th Avenue Northeast to the west boundary of Lot 29, Block 2. Said ten foot strip of ground running parallel to said street and lot boundary line shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said ten foot strip of ground is prohibited except for the purpose of installation and maintenance of plant material, with exception that lot 29, Block 2, which is reserved for business may permit vehicular traffic over the easterly 50 foot of the South 10 feet of Lot 29, Block 2, for ingress and egress to the business area.

F. That no fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than 2 feet above the finished grade at the back of said retaining wall.

G. 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.

H. An easement is reserved over the rear 5 feet of each lot in Blocks 1, 2, 3, 4, 5 and 6 for utility installation and maintenance. Also the southerly 5 feet of Lot 35 and northerly 5 feet of Lot 36, Block 1. Also the southerly 5 feet of 31 and northerly 5 feet of Lot 32, Block 1. Also the southeasterly 5 feet of Lot 1 and the northwesterly 5 feet of Lot 14, Block 4. Also the easterly 5 feet of Lot 14, Block 2, and the westerly 5 feet of the north 100.48 feet of Lot 29, Block 2.

I. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in Wedgwood Addition 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.

J. No dwelling costing less than \$3000 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 750 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, two, or two and one-half story structure.

AB ~~H. An easement is reserved over the rear 5 feet of each lot in Blocks 1, 2, 3, 4, 5 and 6 for utility installation and maintenance.~~

K. 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 race domiciled with an owner or tenant.

L. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 6 months from date of commencement of construction and shall be connected to septic tank or public sewer.

(Aud. Note: Corporate seal not affixed.)

SEATTLE COLLEGE, INCORPORATED,
a corporation,

By

Francis E. Cockney
President

Francis J. Kane
Secretary

Eleanor B. Seeger

Albert S. Balch

W. Alvin Seeger

Edith A. Balch

WEDGWOOD

ADDITION

INDEX SHEET

IN THE NE 1/4 OF THE NE 1/4 OF SEC. 4, TWP. 25N. R. 4E. W.M.



ENGINEERS CERTIFICATE

WE HEREBY CERTIFY THAT THIS PLAT OF WEDGWOOD IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF THE ABOVE NOTED SECTION; THAT THE COURSES AND DISTANCES ARE CORRECTLY SHOWN; THAT MONUMENTS AND LOT CORNERS ARE CORRECTLY SET AND THAT ALL LAWS AND REGULATIONS GOVERNING PLATTING HAVE BEEN MET TO THE BEST OF OUR KNOWLEDGE AND ABILITY. BEARINGS AND CO-ORDINATES ARE REFERRED TO THE LAMBERT PROJECTION PLANE CO-ORDINATE GRID FOR THE STATE OF WASHINGTON.

GARDNER, GARDNER & HITCHINGS

By ALLEN HITCHINGS

LICENSE CERTIFICATE No. 199
RENEWAL " E 1210

EXAMINED AND APPROVED THIS 26 DAY OF JULY, A.D. 1941.

H. H. SISLER
KING COUNTY ROAD ENGINEERBY _____
DEPUTY COUNTY ROAD ENGR.

EXAMINED AND APPROVED THIS 31ST DAY OF JULY, A.D. 1941 BY KING COUNTY PLANNING COMMISSION.

CLAY ALLEN
CHAIRMANOTWAY PARDEE
SECRETARYDON S. JOHNSON
EXECUTIVE OFFICER

EXAMINED AND APPROVED THIS 28TH DAY OF JULY, A.D. 1941

TOM SMITH

CHAIRMAN OF BOARD OF KING COUNTY COMMISSIONERS

ATTEST ELMER H. KENNEDY
CLERK OF BOARD OF KING COUNTY COMMISSIONERS

RESTRICTIONS

ALL LOTS OR PARCELS THEREOF IN THIS PLAT, EXCEPT LOT 29 BLOCK 2 ARE RESTRICTED HEREBY TO (R1) RESIDENCE USE, AS DEFINED BY KING COUNTY PLANNING COMMISSION, VOL. 1738 OF DEEDS PAGE 2.

NO COVERED STRUCTURE SHALL BE BUILT IN WHOLE OR IN PART NEARER THE STREET THAN THE SETBACK SHOWN BY THE DOTTED LINES.

PLANTING STRIP SHALL BE USED FOR THAT PURPOSE ONLY. NO DWELLING SHALL FACE A PLANTING STRIP NOR SHALL ANY DRIVEWAYS TO DWELLING BE CONSTRUCTED THRU IT.

EASEMENTS ARE FOR UTILITIES ONLY AND ARE LOCATED AS SHOWN ON PLAT. 4 FT. TOTAL WIDTH BEING 2' ON EACH LOT SHOWN.

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 15TH DAY OF JULY A.D. 1941, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED ALBERT BALCH AS PRES. AND MAURY SETZER AS SEC. TREAS. OF BALCH AND SETZER INC., AND FRANCIS E. CORKERY AS PRESIDENT AND FRANCIS J. KANE AS ASST. SECT. OF SEATTLE COLLEGE A CORPORATION; AND BEN J. SMITH AS VICE PRESIDENT AND HAROLD W. ANDERSON AS SECRETARY OF WHITE AND BOLLARD INC., WHO EXECUTED THE FOREGOING DEDICATIONS AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACTS AND DEEDS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEALS AFFIXED ARE THE CORPORATE SEALS OF SAID CORPORATIONS.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE MENTIONED.

MYRTLE HOYE

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN SEATTLE



3181501

DESCRIPTION

THIS PLAT OF "WEDGWOOD" COVERS AND INCLUDES ALL OF THE NE 1/4 OF THE NE 1/4 OF SEC. 4, TWP. 25N. R. 4E. W.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE AND MORTGAGEES OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, ALLEYS & PARKS SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTANT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS AND PARCELS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL STREETS AND AVENUES SHOWN HEREON; ALSO ALL EASEMENTS OR WHATEVER PUBLIC PROPERTY ARE SHOWN ON THE PLAT FOR THE PURPOSE THEREON INDICATED.

IN WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 15TH DAY OF JULY, A.D. 1941

BALCH AND SETZER INC. { ALBERT BALCH
PRESIDENT
MAURY SETZER
SEC. - TREAS.

SEATTLE COLLEGE A CORPORATION { FRANCIS E. CORKERY
PRESIDENT
FRANCIS J. KANE
ASST. SECT.

WHITE AND BOLLARD INC. { BEN J. SMITH
VICE PRES.
HAROLD W. ANDERSON
SECT. Y



FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 31ST DAY OF JULY A.D. 1941 AT 47 MINUTES PAST 3 AND RECORDED IN VOLUME 37 OF PLATS, PAGE 27 TO 31 INCLUSIVE RECORDS OF KING COUNTY WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITORBy M. J. R. WILLIAMS
DEPUTY KING COUNTY AUDITOR

WEDGWOOD

ADDITION

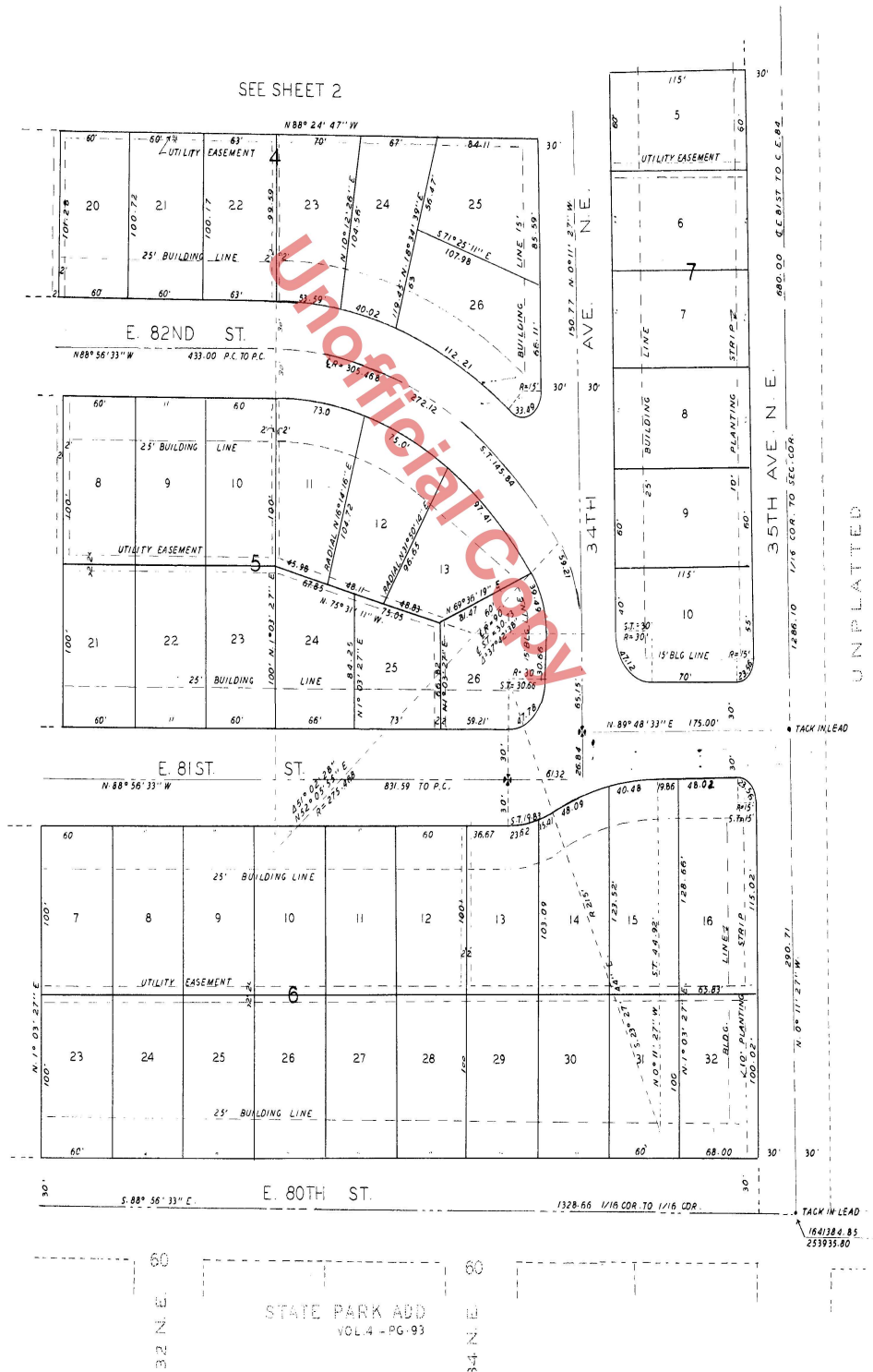
IN THE NE 1/4 OF THE NE 1/4 OF SEC. 4, TWP. 25N. R. 4E. W.M

SCALE 1" = 50'

SHEET 1

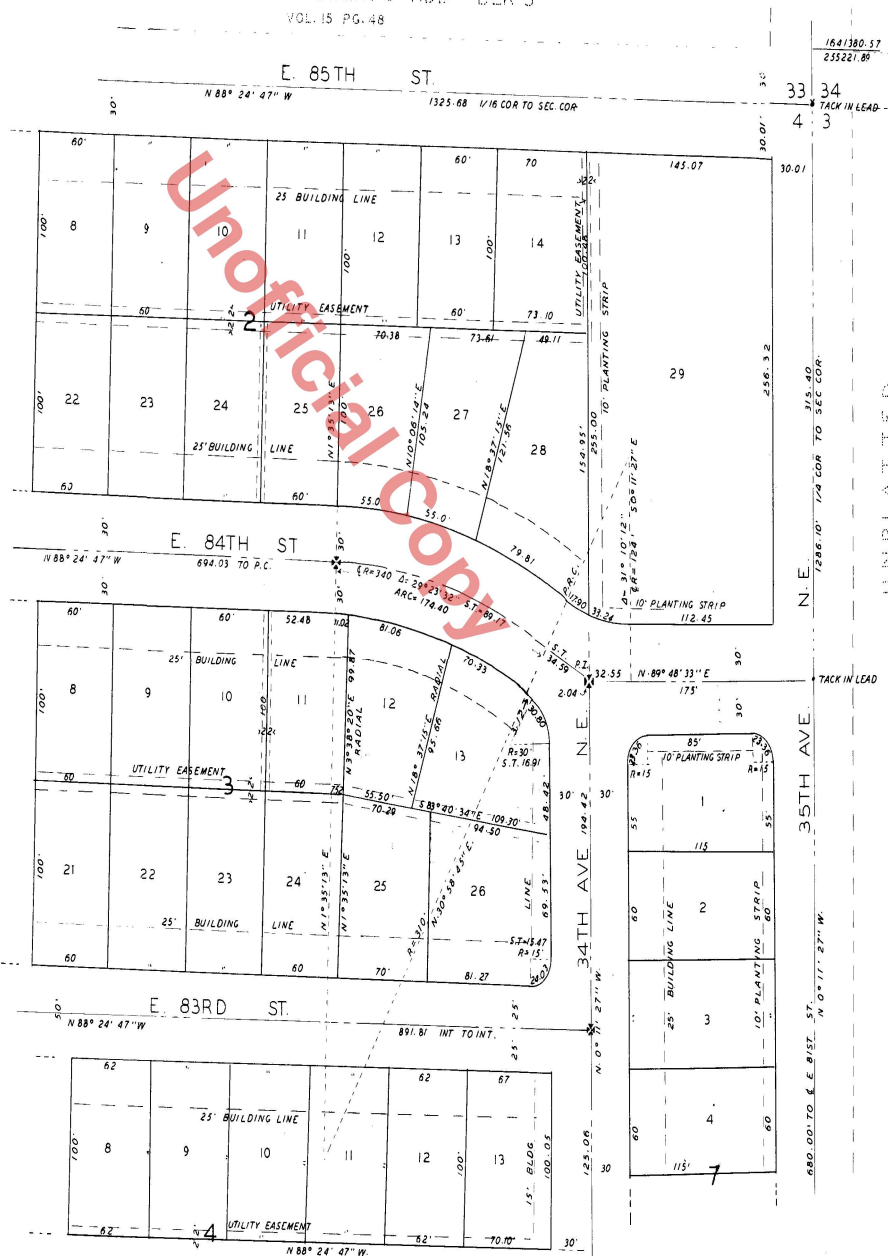
SEE SHEET 4

SEE SHEET 2



UNPLATTED

EARL J McLAUGHLIN'S ADD BLK 5
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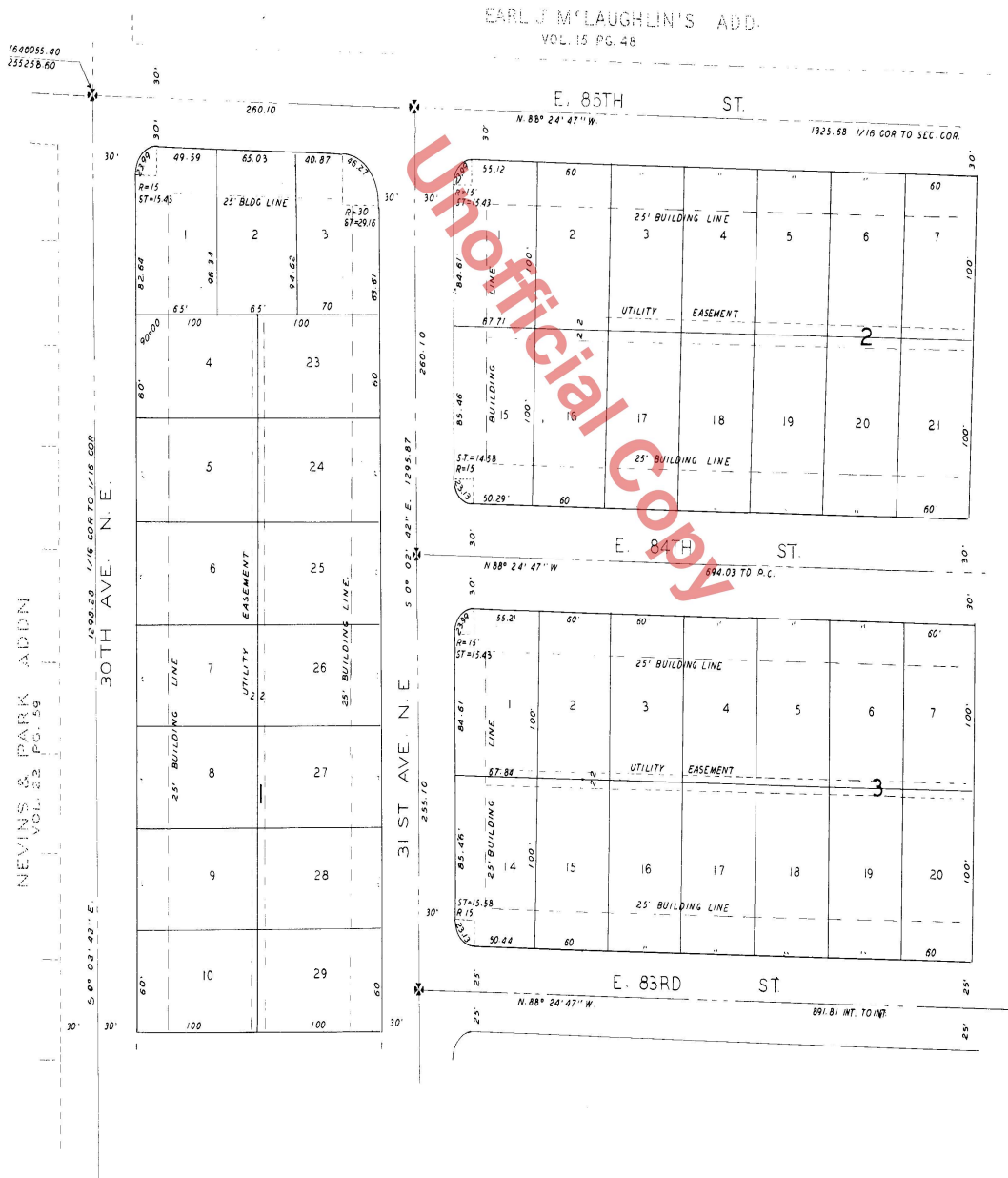


SEE SHEET 1

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WEDGWOOD ADD'N

SHEET 3



WEDGWOOD ADD'N

SHEET 4

SEE SHEET 3



SEE SHEET 1

STATE PARK ADD'N

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