

3737929

Purchaser's Assignment of Real Estate Contract and Deed

For value received, the assignors, Vernon Testerman and Lorraine Testerman, his wife, holder of that certain real estate contract entered into on the 5th day of October, 1943, between George B. Fennings and Mary Fennings, his wife, Vernon Testerman and Lorraine Testerman, his wife, as sellers, and as purchaser, for the sale and purchase of the following real estate situated in King County, Washington, to-wit:

Portion of the NE quarter of the NE quarter of Section 21, Township 23 N., Range 4 East, W. M., described as follows:
Beginning at the northeast corner of said section 21 and running thence south along the east line thereof to the northeast corner of the southeast quarter of said northeast quarter of the northeast quarter; thence west 598.47 feet to the true point of beginning; thence continuing west 160 feet; thence south 374 feet; thence east to a fence line which runs north 4°13'40" east through the true point of beginning thence north 4°13'40" east along said fence line 374 feet, more or less, to the true point of beginning, EXCEPT the north 30 feet thereof for road.

do hereby assign, transfer and set over to Robert L. Edwards and Jane I. Edwards, his wife, the assignee of the said real estate contract, and said assignors do bargain, sell and convey said described premises to said assignee, who hereby assume and agree to fulfill the conditions of said real estate contract.
Dated this 22nd day of October, 1947

Vernon Testerman
Vernon Testerman
Lorraine Testerman
Lorraine Testerman

STATE OF WASHINGTON, } ss.
County of King

On this day personally appeared before me Vernon Testerman and Lorraine Testerman

to me known to be the individual described in and who executed the within and foregoing instrument, and that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.
My hand and official seal this 22nd day of October, 1947



W. A. Milligan
Notary Public in and for the State of Washington,
residing at Benton, Seattle

WASHINGTON, } ss.
County of _____

On this _____ day of _____, 19____, personally appeared _____, _____ and _____, President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged 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 said corporation authorized to execute the 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.

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

Filed for Record Oct 25 1947
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

3737933

PROTECTIVE COVENANTS
Covering
Blocks A, B, C, D, E, F, & G, WEDGWOOD ROCK ADDITION
Also
Tracts 1 and 3, Wedgwood Rock Division #2
Seattle, Washington

- A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling or one for single family occupancy only dwelling not to exceed two and one half stories in height and a private garage for not more than two 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 and Maury Setzer, 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 1, 1950. 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 20 feet to the front lot line, nor nearer than 15 feet to any side street line.

PROTECTIVE COVENANTS

covering
All of Blocks A; B; C; D; E; Lots 2 to 10 inclusive, Lot 11 except the South 4.34 feet thereof, the south 5.57 feet of lot 12, and all of lots 13 to 15 inclusive, Block F; together with the vacated North 20 feet of East 70th Street adjoining Lots 9 and 15, Block F; Lot 1, and Lot 2 except the South 12 feet thereof, the South 10 feet of Lot 3, and all of Lots 4 to 6 inclusive, Block G; together with the vacated North 20 feet of East 70th Street adjoining Lot 6, Block G; all in WEDGWOOD ROCK ADDITION, Also Tracts 1 and 3, WEDGWOOD ROCK DIVISION #2, Seattle, Washington,

No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than $4\frac{1}{2}$ feet to any side lot line.

No residence or attached appurtenance shall be erected on any lot farther than 45 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

E. 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.

F. 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 structure of a temporary character be used as a residence.

G. No dwelling costing less than \$5000 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 800 square feet in the case of a one and one-half, two, or two and one-half story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. No fence, wall, hedge or mass planting shall be permitted to extend nearer to the 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 finish grade at the back of said retaining wall.

J. No person of any race other than 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 tenants.

K. The garages shall conform in design and appearance with the main buildings they serve.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall automatically be extended for successive periods of ten 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.

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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 development or subdivision 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 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



Dated at Seattle, Washington, this 25th day of October, 1946

OWNERS In FEE

BALCH & SETZER, INC.

By Albert S. Balch
President
By Maury Setzer
Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 25th day of October, 1946, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALBERT S. BALCH and MAURY SETZER, to me known to be the President and Secretary, respectively, of BALCH & SETZER, 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 are 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

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

Filed for Record Oct. 25 1946 10:11am
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

WEDGWOOD ROCK DIV. NO. 2

GARDNER - GARDNER & HITCHINGS
ENGINEERS

DESCRIPTION

THIS PLAT WEDGWOOD ROCK DIV. NO. 2 IS A SUBDIVISION OF TRACTS 1, 2 & 3 OF THE PLAT OF WEDGWOOD ROCK AS RECORDED IN VOL. 41 OF PLATS, PAGE 9 RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH A PORTION OF VACATED E. 70TH ST.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BALCH & SETZER INC. A WASHINGTON CORPORATION OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED HEREBY DECLARES THIS PLAT AND DEDICATES TO THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN HEREON AND THE USE THEREOF AND THE USE THEREOF FOR ANY AND ALL PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL SUCH STREETS AND AVENUES SHOWN HEREON

IN WITNESS WHEREOF THE SAID CORPORATION HAS CAUSED ITS CORPORATE NAME TO BE SUBSCRIBED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 10 DAY OF JUNE A.D. 1946

BALCH & SETZER INC.

BY ALBERT S. BALCH PRES.

BY MAURY SETZER SEC.



ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KING }

THIS IS TO CERTIFY THAT ON THIS 10TH DAY OF JUNE A.D. 1946 BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC PERSONALLY APPEARED ALBERT BALCH AND MAURY SETZER KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF BALCH & SETZER INC. WHICH CORPORATION HAS EXECUTED THE FOREGOING INSTRUMENT AND EACH OF THE SAID NAMED OFFICERS ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE CORPORATION OF WHICH HE IS AN OFFICER FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION

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

LUCILE MERRIOTT
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON RESIDING AT SEATTLE



EXAMINED AND APPROVED BY ME THIS 9 DAY OF OCTOBER A.D. 1946

C. L. WARTLE
CITY ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT WEDGWOOD ROCK - DIV. NO. 2 WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE NO. 75457 APPROVED THE 23RD DAY OF OCTOBER A.D. 1946

W. C. THOMAS
CITY COMPTROLLER AND EX OFFICIO CITY CLERK



3629977

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 19 DAY OF NOV. A.D. 1946 AT 16 MINUTES PAST 3 P.M. AND RECORDED IN VOL. 43 OF PLATS, PAGE 4 RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
COUNTY AUDITOR

