

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action; or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

P. W. Coombe (SEAL)

Mary R. Coombe (SEAL)
By Her attorney in fact

STATE OF WASHINGTON,
County of _____ ss.

On this day personally appeared before me _____

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____

STATE OF Washington
County of King ss.

On this 25th day of February, A. D. 1944 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared P. W. COOMBE

to me known to be the individual described in and who executed the foregoing instrument for him self and as attorney in fact of MARY R. COOMBE

also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said MARY R. COOMBE

for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said MARY R. COOMBE is now living.

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

Alvin L. Medvedoff

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

Filed for Record Jan. 11 1944
Request of Lawyers and Real Estate Title Insurance
ROBERT A. MORRIS, County Auditor

in Title Insurance Company. Form L 31)

3440125

KNOWN ALL MEN BY THESE PRESENTS; That, WHEREAS, SUNRISE HOMES, INC., SUNRISE HOMES, INC. NO. 1, SUNRISE HOMES INC. NO. 2, and SUNRISE HOMES INC. NO. 3, Each a Washington corporation of Seattle, Washington, is the owner in fee of the following described real estate situated in King County, Washington, to-wit:

Lots 16 thru 30, block 5 and lots 4 thru 15, block 6, West Hill Addition to the city of Seattle.

Lots 11 thru 20, block 9; lots 11 thru 20, block 10; lots 1 thru 10, block 12, Sunrise Heights Addition to the City of Seattle.

Lots 1 thru 15, block 11; lots 1 thru 12, block 13; and lots 1 thru 12, block 14, Replat of block 11 and part of blocks 12, 13, and 14, Sunrise Heights Addition to the City of Seattle, filed September 15, 1944.

and

WHEREAS, there are now mortgages on all of said premises in favor of FIDELITY SAVINGS and LOAN ASSOCIATION, dated August 22, 1944, recorded in volume 1961 of Mortgages, pages 174, 176, 178, and 180; and

WHEREAS, the said Sunrise Homes, Inc., Sunrise Homes, Inc. No. 1, Sunrise Homes, Inc. No. 2, and Sunrise Homes, Inc. No. 3 desire to provide protective and restrictive covenants pertaining to said lots in the form and on the conditions hereinafter set forth, and the said Fidelity Savings and Loan Association is agreeable to the creation of such covenants;

NOW, THEREFORE, IT IS HEREBY EXPRESSLY COVENANTED AND AGREED AS FOLLOWS:

1. The following covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1970, at which time said covenants shall be automatically 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.

2. If the parties hereto or any of them, or their heirs, successors 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 tracts hereinabove described 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.

3. Invalidity of any 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.

4. All of the lots aforesaid shall be known and described as residential lots for single family occupancy only. No structures shall be erected, altered, placed or permitted to remain on any of the said residential building lots aforesaid other than one detached single-family dwelling or one dwelling not to exceed two stories in height and a private garage for not more than two cars and other buildings incidental to residential use of said lots.

5. No building shall be erected, placed or altered on any of the building lots aforesaid which do not comply to the requirements in paragraph four (4) and in any event until a permit has been issued therefor by the City of Seattle Planning Commission or other department authorized to approve plans.

6. 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 10 feet to any side street line, except that buildings on lots 1 thru 12, block 13 and lots 1 thru 12, block 14, Replat of blocks 11, 12, 13, and 14, Sunrise Heights Addition may be located up to within 13 feet of the front lot line. No building, except a detached,

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.

7. No residential structure shall be erected or placed on any building plot which plot has an area of less than 6,000 square feet.

8. 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.

9. 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. No trailer, tent, shack, barn, chicken-coop, rabbit hutch will be allowed to be built or maintained on this tract.

10. No dwelling costing less than \$3,500.00 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 700 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 or two-story structure.

11. 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.

12. No fence, wall, hedge, or mass planting other than foundation planting, which exceeds three feet in height, shall be permitted between the street line and the main building setback lines.

13. All residences shall be completed as to exterior finish including painting not more than nine months after commencement of construction.

14. All garages shall be finished as to exterior design and finish in keeping with the residences they serve.

IN WITNESS WHEREOF, the said SUNRISE HOMES, INC., SUNRISE HOMES, INC. NO. 1, SUNRISE HOMES INC. NO. 2, AND SUNRISE HOMES INC. NO. 3 and FIDELITY SAVINGS and LOAN ASSOCIATION have caused this agreement to be executed by their officers thereunto duly authorized and their corporate seals affixed here-

into this 2nd day of January, 1945.

SUNRISE HOMES, INC.

By J. E. Rogers

President

SUNRISE HOMES, INC. NO. 1

By J. E. Rogers

President

SUNRISE HOMES, INC. NO. 2

By J. E. Rogers

President

SUNRISE HOMES, INC. NO. 3

By J. E. Rogers

President

FIDELITY SAVINGS and LOAN ASSOCIATION

By W. E. Rogers

By W. E. Rogers

STATE OF WASHINGTON)

SS

COUNTY OF KING)

On this 2nd day of January, 1945, personally appeared before me R. E. ROGERS, to me known to be the president of SUNRISE HOMES, INC., SUNRISE HOMES, INC. NO. 1, SUNRISE HOMES INC. NO. 2 and SUNRISE HOMES, INC. NO. 3, the corporations that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of each of said corporations 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 each of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

STATE OF WASHINGTON)

SS

COUNTY OF SPOKANE

On this 5th day of Jan., 1945, personally appeared before me A. C. FRANKLIN and C. R. JOHNSON to me known to be the Vice Pres. and Secretary of FIDELITY SAVINGS and LOAN ASSOCIATION, 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 they were 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.

W. E. Rogers
Notary Public in and for the State
of Washington, residing at Spokane

Filed for Record Jan 11 - 1945 - 2:05 PM
Request of Lawyers and Realtors Title Insurance
ROBERT A. MORRIS, County Auditor

WEST HILL ADDITION. TO THE CITY OF SEATTLE

Scale:
1 inch = 100 feet.
Reitze, Storey & Duffy
Engineers.

DESCRIPTION

This plat embraces all of Lots 11-12-13-14 and 15 of Block 3 and Lots 11-12-13-14-15-16-17-18-19 and 20 of Block 4 of the Steel Plant Addition to the City of Seattle, as recorded on Page 90 Vol. 11 of Plats, Records of King County, State of Washington.
All distances are as shown on the plat in feet and decimals.

Examined and approved this 28th day of February A.D. 1911.

R.H. Thomson City Engineer
by A.H. Dimock Prin. Asst. City Eng.

Approved by the Mayor and the City Council of the City of Seattle by ordinance number 21300 this 28th day of June A.D. 1909.

Signed Geo. W. Dilling Mayor
Attest Wm. J. Bothwell by F.B. Chandler Deputy.
City Clerk

DEDICATION

Know all men by these presents that the Puget Sound Art Glass Company of Seattle, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, and Charles E. Adams, sole owners in fee simple of the foregoing described land, in accordance with a resolution passed in regular meeting of its Board of Trustees 2nd day of May A.D. 1909, has caused this survey and plat of same to be made, does hereby declare this plat of West Hill Addition, and donate to the Public forever as highways, all streets, avenues, and alleys shown hereon.

In witness whereof, the Puget Sound Art Glass Company has caused these presents to be executed and signed by its President and Secretary, hereto duly authorized, and its name and corporate seal hereto affixed. Dated this 27th day of May A.D. 1909.

Puget Sound Art Glass Co.
by J.R. Seaborn President
Charles E. Adams Mortgagee
by Paul Barnes Secretary

Subscribed and sworn before me this 5th day of June A.D. 1909.

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



ACKNOWLEDGMENT

State of Washington } s.s.
County of King

This is to certify that on this 28th day of May A.D. 1909 before me, the undersigned, a Notary Public in and for the State of Washington, duly qualified, commissioned and sworn personally appeared J.R. Seaborn and Paul Barnes to me known to be the President and Secretary, respectively, of the Puget Sound Art Glass Company, the corporation that executed the foregoing dedication and acknowledged the same to be the free and voluntary act and deed of the said corporation for the uses and purposes therein expressed and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of the said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal this 28th day of May A.D. 1909.



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

733961

Filed for record at the request of City Engineer this 1st day of March A.D. 1911 at 24 minutes past 3 P.M. and recorded in Volume 19 of Plats, Page 90 Records of King County.

by Otto A. Case County Auditor

A.G. Simmer
Draftsman

