

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 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.

Hugh P. Paris (SEAL)

Mrs. Agnes C. Paris (SEAL)

Eleanor B. Portridge

Robert M. Portridge (SEAL)

STATE OF WASHINGTON,

County of King } ss.

On this day personally appeared before me Hugh P. Paris and Agnes C. Paris

to me known to be the individual 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 10th

day of November, 1949

E. H. Edmonds

Notary Public in and for the State of Washington,

residing at Edmonds

3973866

Real Estate Contract

FROM

TO

RECORDED
VOL
PAGE

REQUEST OF

1950 JAN 6 PM 3 03

ROBERT A. MORRIS AUDITOR
KING COUNTY, WASH.
DEPUTY

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
803 SECOND AVE.
SEATTLE 4, WASHINGTON

WASHINGTON TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

LAKE CITY REALTY
12737 BOTHELL WAY
SEATTLE, 55

3973869

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Budget Homes, Inc. does hereby declare the following protective restrictions as established pertaining to all of the property located in King County, Washington, described as follows:

Lots 1 through 24, inclusive, Westwood Village Addition, according to plat thereof recorded in Volume 47 of Plats, Page 4, records of said County.

1. All lots in the said tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed one story in height and one private garage for not more than one car in architecture harmonious with dwelling.
2. Residential structures shall be used for residential purposes only.
3. No persons of any race other than the White or Caucasian Race shall use or occupy any building or any lot.
4. 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.
5. No trailer, basement, tent, shack, garage, barn or other out-building erected on a residential lot 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.
6. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within eight months from the date of commencement of construction and shall be connected to septic tanks or public sewer. Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health and local governmental authorities.

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7. All residential lots shall be kept clear of growth that may be or might become objectionable to owners of other residential lots.

8. Owners or occupants of residential lots shall not allow the accumulation of rubbish or garbage upon their lot. Owners shall provide for the removal of garbage at least once each week.

9. No fence, wall, hedge or mass planting, except foundation planting, shall be permitted to extend nearer to any street than the line of the side of the house as extended to the lot line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall.

10. No live poultry or animals shall be permitted on said property other than song birds, dogs or cats as household pets.

11. No owner or occupant shall change or alter the flow of drainage waters as now established along the streets unless a drain pipe at least eight inches in diameter is installed in an adequate and workmanlike manner under any obstruction, sidewalk or driveway leading from the street to the residence.

These covenants are to run with the land and shall be binding on the undersigned corporation and all persons claiming under it until January 1st, 1965, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the 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 residential lot or lots to prosecute any proceeding 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. The undersigned shall not be obligated to enforce any of the terms of this agreement, and all instruments of conveyance executed

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by the undersigned with respect to any residential lot shall be deemed subject to the covenants as herein set forth, and the undersigned shall not become or be liable for breach of said covenants by any other than itself.

Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made and accepted such deed, contract or lease, subject to all restrictions, conditions, covenants, and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors, and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee, purchaser or lessee.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its officers duly authorized on this 4 day of January 1950.

BUDGET HOMES, INC.

By: Warner C. Hardesty
Vice President

By: William A. Branigin
Treasurer

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 4 day of January 1950, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Clarence A. Hardesty and William A. Branigin to me known to be the Vice President and Treasurer, respectively, of BUDGET HOMES, 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.



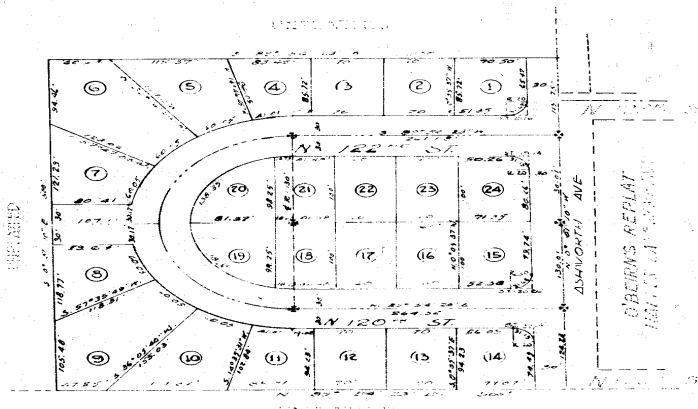
J. L. Smith
Notary Public in and for the State
of Washington, residing at Seattle.

Filed for Record Jan. 6, 1950 3:03 P.M.
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

WESTWOOD VILLAGE ADD.

SEC. 30 TWP. 26 N. R. 4 E.W.M.
SCALE - 1"=100'

4



DESCRIPTION

THIS PLAT OF WESTWOOD VILLAGE ADD. EMBRACES THE EAST 500' OF THE SOUTH 500' OF THE N.W. 1/4 OF THE NE 1/4 OF SEC. 30, T. 26 N. R. 4 E.W.M.

RESTRICTIONS

NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT STATED ON THIS PLAT, NAMELY 6000 SQ. FT. FOR RESIDENCE R-1 USE. ALL LOTS IN THIS PLAT ARE RESTRICTED TO RESIDENCE R-1 USE WITH A MINIMUM WIDTH OF SIXTY (60) FEET GOVERNED BY THE RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION NO. 11373 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY OFFICIAL COUNTY RESOLUTION.

CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF "Westwood Village" IS BASED ON ACTUAL SURVEY AND SUB-DIVISION OF SEC. 30, T. 26 N. R. 4 E.W.M. AND THAT THE DISTANCES AND BEARINGS ARE SHOWN CORRECTLY, THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS HAVE BEEN SIGNED CORRECTLY ON THE GROUND, THAT I HAVE FULLY COMPLIED WITH THE DIVISIONS OF SECTIONS AND OF THE REGULATIONS GOVERNING PLATTING.

Wayne C. Harrison
CERT. NO. 2291, ORIGINAL L-73
DATE - JAN. 1, 1949



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DEDICATE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES, ALSO THE RIGHT TO TAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS ON LOTS SHOWN IN THE ORIGINAL REASONABLE GRADING OF ALL STREETS AND AVENUES SHOWN THEREON.

IN WITNESS WHEREOF WE HAVE HERE-
UNTO SET OUR HANDS AND SEALS THIS
25th DAY OF October A.D. 1949



BUDGET HOMES INC.
BY: JAMES L. CARROLL, PRESIDENT
JOSEPH L. CARROLL, TREASURER

ALBERT L. LAPIERRE, VICE PRES.
ALBERT L. LAPIERRE, THE PRES.

EXAMINED AND APPROVED BY ME THIS 12th DAY OF December, 1949.

KING COUNTY ROAD ENGINEER

EXAMINED AND APPROVED THIS 12th DAY OF December, A.D. 1949.
CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS
CLERK, BOARD OF KING COUNTY COMMISSIONERS



3970220

ACKNOWLEDGMENT

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

THIS IS TO CERTIFY THAT ON THIS 25th DAY OF OCTOBER A.D. 1949 BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH L. CARROLL AND ALBERT L. LAPIERRE TO ME KNOWN TO BE THE PRESIDENT AND VICE PRESIDENT, RESPECTIVELY, OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND EACH ACKNOWLEDGED THE SAID INSTRUMENT TO BE HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND THE SAID OFFICERS OF SAID CORPORATION ON DATE 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 MENTIONED.

Wm. E. F. FUND
Notary Public in the State of Washington
Residing in Seattle



I HEREBY CERTIFY THAT THE WITHIN PLAT OF WESTWOOD VILLAGE ADD. TO THE COUNTY OF KING IS FULLY APPROVED BY THE KING COUNTY PLANNING COMMISSION DEC 22, 1949.

SECRETARY: John L. Nordmark, EXECUTIVE OFFICER

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS DAY 22 DEC 1949 AT 5:30 P.M. AND RECORDED IN VOL. 47 OF MAPS, 1949.

DEPUTY COUNTY AUDITOR: Robert H. Harris, KING COUNTY AUDITOR