

WASHINGTON
TITLE INSURANCE
COMPANY

3147102

Statutory Warranty Deed

THE GRANTOR, Anna Fuchs, a widow,

for and in consideration of Ten _____ Dollars
(\$10.00), in hand paid, conveys and warrants to James H. Dennihan and Agnes
M. Dennihan, his wife,the following described real estate, situate in the County of King and _____ State of
Washington: The South half of Lot Four and all of Lot Five in Block
Twenty-four of the Second Supplemental Plat to Crown Addition to
the City of Seattle, according to plat thereof recorded in Volume
4 of Plats, page 58, records of said County.

Dated this 18th day of February, A. D. 1941.

Anna Fuchs (Seal)

(Seal)

STATE OF WASHINGTON,

County of King,

On this day personally appeared before me Anna Fuchs, a widow,

to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that she signed the same as her free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of February, 1941.

Clifton Olson
Notary Public in and for the State of Washington,
residing at Seattle.Filed for Record Feb. 19, 1941, 3:34 P.M.
Request of Seattle Title Company
EARL MILLIKIN, County Auditor

Form L 3

3147104

RESTRICTIVE COVENANTS AND RESERVATIONS

RECORDED WITH PLAT OF CARLETON PARK TERRACE

Division No. 2

Whereas it is understood by the parties hereto that the following restric-
tive covenants and reservations are to supersede those recorded March 11, 1940 in
Volume of Deeds 1888, Page 71, under Auditor's number 3090138.Whereas Mr. C. F. Bishop, Jr., hereinafter called The Owner, is the Owner
of the following described land: The Southwest quarter of the Northeast quarter
of the Northeast quarter of Section 22, Township 25, North Range 3 East W.M.
EXCEPT the east 178 feet thereof and EXCEPT the west 30 feet and the north 30
feet thereof conveyed to the City of Seattle by deed recorded under Auditor's
File No. 3057996, records of said county for street purposes.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 Carleton Park Terrace, Division No. 2. 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, im-
provement, maintenance, and protection of the real property embraced in said
plat and has established and does establish the protective restrictions and re-
servations 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 Carleton Park Terrace, Division No. 2 are designated residence
lots and no structure shall be erected on any residential lot other than one detach-
ed 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
25 feet to the front lot line, nor nearer than 10 feet to any side street line,
except that on all building plots in Block 1, no building shall be located on any
residential lot nearer than 15 feet to the front lot 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.
- No residence or attached appurtenance shall be erected on any lot farther
than 40 feet from the front lot line, except in Block 1 which shall not be farther
than 30 feet from front lot line.
- (3) No residential structure shall be placed on any substantial building plot
which has an area of less than 6000 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.

(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) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(11) If the parties hereto, or any of the, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1966, 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.

(12) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said covenants and restrictions shall terminate.

(13) Invalidity 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.

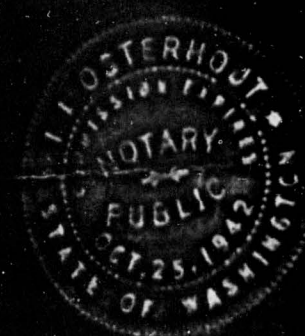
Signed

*C. F. Bishop, Jr.*STATE OF WASHINGTON, ss.
County of King

This is to Certify that on this 19th day of Feb., 1941, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came C. F. Bishop, Jr.

to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



C. F. Bishop, Jr.
Notary Public in and for the State of Washington,
residing at Seattle

3147104

RECORDED
VOL. 1948
PAGE 190
OF REQUEST OF

1941 FEB 19 PM 3 54

EARL MILLIKIN AUDITOR
KING COUNTY WASH.
DEPUTYB59
B3-59
225

in reference to operating
of any building thereon
or otherwise using same
as a place of assembly
or for any other purpose
which may be prohibited
by any ordinance or
resolution of the city
of Seattle.

FILED TWO

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
803 SECOND AVENUE
SEATTLE, WASH.

CARLETON PARK TERRACE SECOND DIVISION

20

AN ADDITION TO THE CITY OF SEATTLE

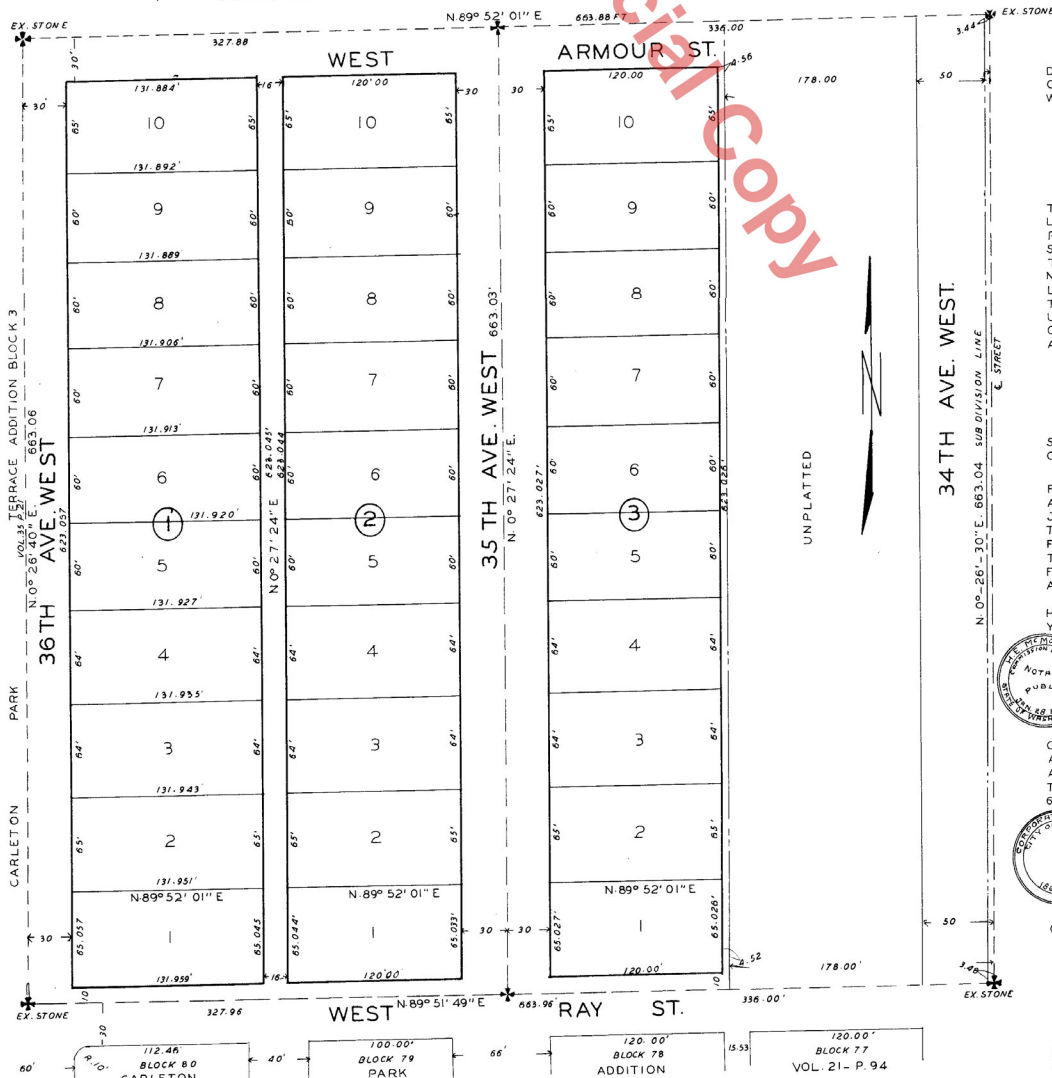
SAMUEL J. HUMES
REGISTERED CIVIL ENGINEER

SCALE 1 IN. = 50 FT.

FEBRUARY 1940

UNPLATTED

UNPLATTED



DESCRIPTION

THIS PLAT OF CARLETON PARK TERRACE-SECOND DIVISION EMBRACES THE FOLLOWING: THE S.W. 1/4 OF N.E. 1/4 OF N.E. 1/4 OF SECT. 22, TWP. 25, N.R. 3 E. W.M., EXCEPT THE EAST 178 FT. THEREOF.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER, ALL STREETS, AVENUES AND ALLEYS SHOWN THEREON, AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL, REASONABLE GRADING OF THE STREETS, AVENUES OR ALLEYS SHOWN HEREON.

C. F. BISHOP, JR.
ELIZABETH E. BISHOP

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF KING

THIS IS TO CERTIFY, THAT ON THIS 29TH DAY OF FEBRUARY A.D. 1940, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED, C. F. BISHOP, JR. AND ELIZABETH E. BISHOP, HIS WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE WITHIN AND FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN STATED.

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

H. E. Mc MORRIS

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

I HEREBY CERTIFY THAT THE WITHIN PLAT OF CARLETON PARK TERRACE-SECOND DIVISION, AN ADDITION TO THE CITY OF SEATTLE, WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE, BY ORDINANCE NUMBER 69926 APPROVED THE 19 DAY OF APRIL A.D. 1940.

W. C. THOMAS

CITY COMPTROLLER AND EX-OFFICIO
CITY CLERK.

EXAMINED AND APPROVED BY ME THIS 1ST DAY OF APRIL A.D. 1940

C. L. WARTELL

CITY ENGINEER

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 19 DAY OF APRIL A.D. 1940 AT 57 MINUTES PAST 11 A.M. AND RECORDED IN VOL. 36 OF PLATS, PAGE 20 RECORDS OF KING COUNTY, WASHINGTON.

EARL MILLIKIN
COUNTY AUDITOR

3097053