

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

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.

L.E. Van Valkenburgh (SEAL)

Jean Mackay (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF WASHINGTON,)
County of King) ss.

On this day personally appeared before me *L.E. Van Valkenburgh, a widow*

Jean Mackay, a widow acknowledged that *they* signed the same as *their* free and voluntary act and deed, for the uses and purposes therein mentioned.



Witnessed under my hand and official seal this *2nd* day of *December*, 1940.

D.M. Lancaster
Notary Public in and for the State of Washington,
residing at *Seattle*.

3135609

Real Estate Contract

TO

RECORDED

VOL

PAGE

1940 DEC 9 PM 1 49

EARL MILLIKIN AUDITOR
KING COUNTY WASH.
DEPUTY

FILED for Record at Request of

*Jean Mackay**of S. Washington St.*WASHINGTON TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

175-713

3135610

RESTRICTIVE COVENANTS AND RESERVATIONS

RECORDED WITH PLAT OF BONNIE BRAE 2nd ADDITION

WHEREAS David Harvey and Annie Margaret, his wife, hereinafter called "The Owner", is the Owner of the following described land:

West half of northwest quarter of northeast quarter of southeast quarter of Section 24, Township 26 North, Range 3 East, W.M.; LESS south 30 feet condemned in King County Superior Court Cause No. 106020 and LESS the west 30 feet thereof conveyed to King County for road purposes by deed recorded under Auditor's File No. 1452229, records of King County.

And Whereas the said Owner does hereby impose the following reservations and protective and restrictive covenants, the purpose of which are to insure the use of the property for attractive residential purposes to prevent nuisances, to maintain the desired tone of the community, and thereby to secure to each property owner the full 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 advantage to other owners:

(1) 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 not to exceed two stories in height and a private garage for not more than two cars.

(2) No building shall be erected on any residential building lot nearer than ~~12~~ 10 feet to, nor farther than 30 feet from the front lot line; nor nearer than 5 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 10 feet to the side street line.

(3) No residential structure 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.

(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 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.

(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 out-buildings 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 shall conform to and be in harmony with existing structures in the tract.

(9) No dwelling costing less than \$3000.00 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 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two-story structure.

(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 them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, 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 or prevent him or them from so doing 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, 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 said covenants in whole or in part.

(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: David Harvey

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EARL MILLIKIN AUDITOR
KING COUNTY WASH.
DEPUTY

Page Two

Filed for Record
Request of David Harvey
Dec. 9, 1940, 2:04 P.M.
EARL MILLIKIN, County Auditor

FILED FOR RECORD AT REQUEST OF
David Harvey
Dec. 9, 1940, 2:04 P.M.
EARL MILLIKIN

WARRANTY DEED

STATUTORY FORM
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantor S. James M. Chenoweth and Mary A. Chenoweth, his wife

of the city of Seattle, county of King

state of Washington, for and in consideration of

Ten - - - - - (\$ 10.00) dollars,

in hand paid, convey and warrant to R. O. Mylroie

the following described real estate, situate in the county of King

state of Washington:

Lot thirty-four (34) Block seventy-four (74),
Gilman Park Addition to the City of Seattle.



subject to Balance due on existing mortgage in favor of
White & Bollard Inc.

Dated this 3rd day of December 1940.

James M. Chenoweth (Seal)

Mary A. Chenoweth (Seal)

(Seal)

(Seal)

BONNIE BRAE

SECOND ADDITION

SCALE 1" = 100'

WALTER W. WEEDIN
PROFESSIONAL ENGINEER

DESCRIPTION

THIS PLAT OF BONNIE BRAE, SECOND ADDITION, COMPRISES THE FOLLOWING DESCRIBED PROPERTY: THE WEST HALF (W/2), OF THE NORTHWEST QUARTER (N.W. 1/4), OF THE NORTHEAST QUARTER (N.E. 1/4), OF THE SOUTHEAST QUARTER (S.E. 1/4), OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY SIX (26), NORTH OF RANGE THREE (3) EAST, W.M.

ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF BONNIE BRAE, SECOND ADDITION, IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY SIX (26), NORTH OF RANGE THREE (3) EAST, W.M., THAT THE DISTANCES AND COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THESE REGULATIONS.

WALTER W. WEEDIN
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE No. 169
RENEWAL No. E. 425, JAN. 1-1940



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, THE CONTINENTAL INC., BY WALTER WILLIAMS, PRESIDENT, AND W. ERNEST LAWRENCE, SECRETARY, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF WASHINGTON, MORTGAGEE, AND DAVID HARVEY AND ANNIE MARGARET HARVEY, HIS WIFE, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, AVENUES AND ALLEYS SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR ALL PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS OR PARCELS OF LAND SHOWN ON THIS PLAT IN THE ORIGINAL GRADING OF ALL THE STREETS, AVENUES AND ALLEYS SHOWN THEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 15TH DAY OF FEBRUARY, A.D. 1940.

CONTINENTAL INC.
BY WALTER WILLIAMS, PRES.
ATTEST W. ERNEST LAWRENCE, SECY
DAVID HARVEY
ANNIE MARGARET HARVEY

EXAMINED AND APPROVED THIS 9TH DAY OF MAR. A.D. 1940.

H. H. STISLER
COUNTY ROAD ENGINEER

BY DEPUTY COUNTY ROAD ENGINEER



ACKNOWLEDGMENT

STATE OF WASHINGTON } ss
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 15TH DAY OF FEBRUARY, A.D. 1940, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED WALTER WILLIAMS AND W. ERNEST LAWRENCE, PRESIDENT AND SECRETARY RESPECTIVELY OF CONTINENTAL INC., AND DAVID HARVEY AND ANNIE MARGARET HARVEY, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION, AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

J. L. OSTERHOUT
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT SEATTLE.

3091719



FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 20TH DAY OF MAR. A.D. 1940, AT 10.4 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 36 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

EARL MILLIKIN
COUNTY AUDITOR

BY J. C. MILLER
DEPUTY COUNTY AUDITOR

EXAMINED AND APPROVED THIS 11TH DAY OF MARCH, A.D. 1940.

JACK TAYLOR
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST EARL MILLIKIN
CLERK, BOARD OF COUNTY COMMISSIONERS

BY MARION KELEZ, DEPUTY



I HEREBY CERTIFY THAT THE WITHIN PLAT OF BONNIE BRAE, SECOND ADDITION IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS 18TH DAY OF MARCH, A.D. 1940.

R. G. TYLER
CHAIRMAN
OTWAY PARDEE
SECRETARY

JOSHUA H. VOGEL
PLANNING ENGINEER & EXECUTIVE OFFICER