

1381-388

Witness my hand and official seal hereto affixed the day and year in this certificate above written.
(H.J.P. Notarial Seal)

H.J.P. My commission is on file with the American
Consul General at Vancouver, B.C. and
terminates at the pleasure of the Government.

Herbert John Parry
Notary Public in and for the Province of
British Columbia, residing at Powell River.

Filed for record at request of Continental Mutual Sav. Bank, Mar 6, 1928 at 08 min past 2 P.M.
George A. Grant, County Auditor

MJ

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2446648 Claud L. Cragin, et ux
To

Warranty Deed

L. Frank Becker

The Grantors, Claud L. Cragin, and Katherine Cragin, his wife, for and in consideration of Ten and 00/100 (\$10.00) Dollars in hand paid, conveys and warrants to L. Frank Becker, the grantee, the following described real estate:

Lots Seven and Eight (7 & 8) in Block Four (4), of Carleton Park, an addition to the City of Seattle.

situated in the County of King, State of Washington.

Dated February 15th, A.D. 1928.

Signed in presence of

Claud L. Cragin
Katherine Cragin

State of Washington)SS
County of King

This is to certify that on this 15th day of February A.D. 1928, before me, V. L. Saxe, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Claud L. Cragin and Katherine Cragin, his wife, to me known to be the individuals described in and who executed the within instrument, 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 mentioned.

Witness my hand and official seal the day and year in this certificate first above written.
(V.L.S. Notarial Seal)

V. L. Saxe
Notary Public in and for the State of
Washington, residing at Seattle.

(Com. Ex. May 11, 1928)

Filed for record at request of L. F. Becker, Mar 6, 1928 at 09 min past 2 P.M.

MJ

George A. Grant, County Auditor

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2446764 The Uplands, Inc., et al

Declaration of Restrictions

Declaration of Protective Restrictions

Whereas, The Uplands, Inc., and Seattle Title Trust Company, both Washington corporations, (hereinafter called the "Owners") are the owners of a certain subdivision of the City of Seattle, King County, Washington, entitled and designated as "Supplemental Plat of The Uplands," which was filed for record in the office of the Auditor of said County on the 29th day of February, 1928, and recorded in Volume numbered 31 of Plats, on Page 34 thereof; and

Whereas, the Owners are about to sell, convey and dispose of the real property embraced in said plat, which it desires to subject to certain basic protective restrictions, conditions, covenants and charges, as herein set forth, to the end that harmonious and attractive development of the property may be accomplished, that all buildings constructed thereon shall be desirable and attractive and that the health, comfort, safety, convenience and general welfare of the owners and occupants may be promoted and safeguarded;

Now, Therefore, Know All Men By These Presents: That the Owners hereby do establish the protective restrictions, conditions and covenants hereinafter set forth, upon and subject to which all lots, tracts and parcels of land in said plat shall hereafter be held or sold and/or conveyed by them as such owners, each and all of which is and are for the benefit of said property and each and all of the present and/or future owners of land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of each and all of the present and future owners of land in said plat, and are hereby imposed upon said land as a servitude in favor of said property and each and every lot, tract and parcel of land therein, as a dominant tenement or tenements as follows, to-wit:

1. The property aforesaid shall be used only for private residence purposes.

No building shall ever be moved onto any land embraced in said plat from any land outside of said plat.

No building shall be erected, maintained or permitted upon any homesite in said plat, except one single, detached, private dwelling house for the sole use of the owner or occupant thereof, and

except the other structures herein expressly permitted.

There shall be permitted to be erected and maintained on any homesite a private garage, servants' quarters, garden house, pergola and conservatory appurtenant to the dwelling house thereon and for the sole use of the owner or occupant of such dwelling house.

2. Upon the land embraced in the plat aforesaid, no dwelling house, nor any part thereof, other than an open, uncovered porch, or an uncovered veranda, or an open terrace, or steps, or a bay window, or the usual cornices and architectural details, shall be nearer to any street margin than the lines designated upon the said plat as "building limits".

3. No dwelling house shall be constructed or maintained upon any homesite in Blocks Two (2) and Three (3) and in Lots Nine (9) to Fifteen (15), inclusive, Block Twelve (12), in said plat, which, including a reasonable fee of architect, shall cost or be of the value of less than the sum of Ten Thousand (\$10,000) Dollars, or such larger sum as may be specified in the contract and conveyance covering any such homesite.

4. No dwelling house shall be constructed or maintained upon any homesite in Lots One (1) to Eight (8), inclusive and in Lots Seventeen (17) to Twenty-four (24), inclusive, Block Twelve (12) and in Block Twenty-three (23), in said plat, which, including a reasonable fee of architect, shall cost or be of the value of less than the sum of Seven Thousand Five Hundred (\$7500) Dollars, or such larger sum as may be specified in the contract and conveyance covering any such homesite.

5. Any garage built in a terrace shall not be nearer than five feet from the street margin, and shall have a flat roof, covered with soil, which shall be planted and maintained with grass and shrubs. All garage doors must be kept closed at all times, except when an automobile is entering or leaving the garage.

6. There shall be a side yard of a width of not less than seven feet on each side of a dwelling house and the total width of the two side yards shall be not less than fifteen feet.

7. No live poultry nor animals, other than household pets, ever shall at any time be kept on any land embraced in said plat.

8. No bill boards, or advertising signs of any kind or character shall be erected, displayed, exposed or maintained upon any land embraced in the said plat or any building thereon: Provided, however, the said present owners may erect and display their signs during the period they are selling the property.

9. Each lot (vacant or occupied) in the said plat shall by the owner thereof be kept and maintained free of weeds, long grass and other rank or obnoxious growths, and other objectionable and unsightly objects and things, to the end that all such lots shall at all times be maintained in a neat and attractive condition.

10. No business or industry shall ever be carried on or conducted on any property located in said plat.

11. No property in said plat shall at any time, directly or indirectly, be sold, conveyed, rented or leased, in whole or in part, to any person or persons not of the White Race.

12. No person other than one of the White Race shall be permitted to occupy any portion of any lot in said plat, or of any building at any time thereon, except a domestic servant actually employed by a White occupant of such building.

13. Each, every and all of the restrictions of this "Declaration of Protective Restrictions" shall continue and remain in full force and effect for a term of fifty years from the date hereof against each and every lot, tract and parcel of lands in said plat, and the respective owners thereof.

By written consent of the owners of two-thirds of the area of the property included in the above supplemental plat, the terms and conditions of these protective restrictions may be modified, supplemented and/or extended - said agreement to be filed for record in the office of the County Auditor of King County, Washington, or in such other office as instruments effecting real estate are required by law to be recorded.

14. Every person, who by deed becomes grantee of any lot, tract or parcel of land in said plat, will be deemed to have accepted such deed, and title to the lands therein described, subject to all of the restrictions and conditions herein contained.

Every person, who by written contract, agrees to purchase any lot, tract or parcel of land in said plat, will be deemed to have made and accepted such contract and agreed to purchase the lands therein described, subject to all of the restrictions and conditions herein contained.

The heirs, executors, administrators, representatives, successors and assigns of every person who shall accept a deed and/or contract, as herein provided, shall be bound by all the provisions of this instrument to the full and same extent as the original grantee and/or purchaser is bound.

15. As to the owner or purchaser of each and every lot, tract or parcel of land in said plat, the restrictions herein contained and the provisions of this instrument, shall constitute and be covenants running with the land, and the breach of any thereof, or the threatened breach of any thereof, or the

continuance of the breach of any thereof, may be enjoined, abated or remedied by appropriate proceedings instituted by any party aggrieved thereby in the Superior Court of the State of Washington for King County, Washington.

16. All of the provisions in this instrument contained shall be construed together, but if it shall at any time be held that any such provision, or part thereof, is invalid, or if for any reason any such provision, or part thereof, becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

In Witness Whereof, the said present owners of all of the lands in said plat have executed this instrument at Seattle, Washington, this 6th day of March, 1928.

(The U. Inc., Corp. Seal)

THE UPLANDS, INC.

By A. C. Frost, Its President

Attest: E. M. Belknap, Assistant Secretary
SEATTLE TITLE TRUST COMPANY

By E. C. Oggel, Its Vice President

Attest: Charlton L. Hall, Its Secretary

O.K. M (S.T.T. Co., Corp. Seal)

State of Washington)SS
County of King

On this 6th day of March, A.D. 1928, before me, personally appeared A. C. Frost and E. M. Belknap, to me known to be the President and Assistant Secretary, respectively, of The Uplands, Inc., the corporation that executed the within and 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 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.

(F.R.M. Notarial Seal)
(Com. Ex. Mar. 18, 1931)

Frank R. Murtha

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

State of Washington)SS
County of King

On this 6th day of March, A.D. 1928, before me, personally appeared E. C. Oggel, to me known to be the Vice-President and Charlton L. Hall, Secretary, respectively, of Seattle Title Trust Company, the corporation that executed the within and 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 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.

(F.R.M. Notarial Seal)
(Com. Ex. Mar. 18, 1931)

Frank R. Murtha

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

Filed for record at request of Seattle Title Trust Co., Mar. 6, 1928 at 16 min past 4 P.M.

George A. Grant, County Auditor

2446851 Chas. W. Coleman, et et

To

John K. Coleman

Quit-Claim Deed

The Grantors, Seth F. Coleman, Myrtle C. Cobb, Charles W. Coleman and Delila Coleman, for the consideration of One (\$1.00) and No/100 Dollars convey and quit-claim to John K. Coleman all interest in the following described Real Estate:

Acre Tract Fifty-six (56) in Alexander Acre Tracts according to the plat thereof on file and of record in the office of the County Auditor of King County, Washington,
Situate in the County of King, State of Washington.

Dated this 5th day of September, 1927.

Witnesses:

Robert A. Wilcox

Chas. W. Coleman Seal

Seth F. Coleman Seal

Delila Coleman Seal

Myrtle C. Cobb Seal

State of Washington)SS
County of Kittitas

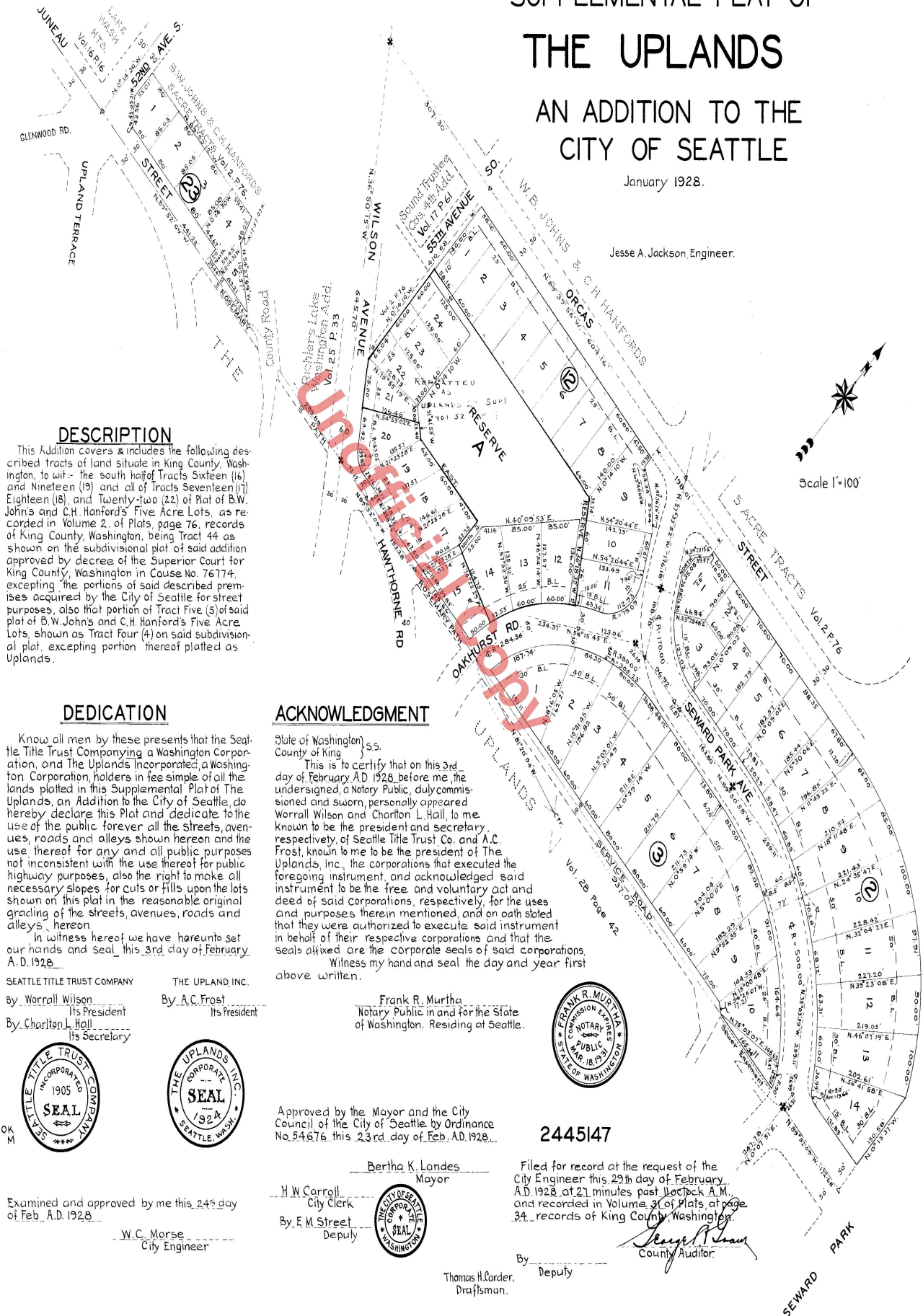
I, Robert A. Wilcox, a Notary Public, do hereby certify that on this 5th day of September, 1927,

SUPPLEMENTAL PLAT OF THE UPLANDS

AN ADDITION TO THE CITY OF SEATTLE

January 1928.

Jesse A. Jackson, Engineer.



DESCRIPTION

This Addition covers & includes the following described tracts of land situate in King County, Washington, to wit: the south half of Tracts Sixteen (16) and Nineteen (19) and all of Tracts Seventeen (17), Eighteen (18), and Twenty-two (22) of Plat of B.W. Johns and C.H. Hanford's Five Acre Lots, as recorded in Volume 2, of Plats, page 76, records of King County, Washington, being Tract 44 as shown on the subdivisional plat of said addition approved by decree of the Superior Court for King County, Washington in Cause No. 76774, excepting the portions of said described premises acquired by the City of Seattle for street purposes, also that portion of Tract Five (5) of said plat of B.W. Johns and C.H. Hanford's Five Acre Lots, shown as Tract Four (4) on said subdivisional plat, excepting portion thereof platted as Uplands.

DEDICATION

Know all men by these presents that the Seattle Title Trust Company, a Washington Corporation, and The Uplands Incorporated, a Washington Corporation, holders in fee simple of all the lands platted in this Supplemental Plat of The Uplands, an Addition to the City of Seattle, do hereby declare this Plat and dedicate to the use of the public forever all the streets, avenues, roads and alleys shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts or fills upon the lots shown on this plat in the reasonable original grading of the streets, avenues, roads and alleys, hereon.

In witness hereof we have hereunto set our hands and seal this 3rd day of February A.D. 1928.

SEATTLE TITLE TRUST COMPANY

By: Worrall Wilson
Its President
By: Charlton L. Hall
Its Secretary



OK M

THE UPLAND, INC.

By: A.C. Frost
Its President



Examined and approved by me this 24th day of Feb. A.D. 1928.

W.C. Morse
City Engineer

ACKNOWLEDGMENT

State of Washington } ss.
County of King }

This is to certify that on this 3rd day of February A.D. 1928 before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared Worrall Wilson and Charlton L. Hall, to me known to be the president and secretary, respectively, of Seattle Title Trust Co. and A.C. Frost, known to me to be the president of The Uplands, Inc., the corporations that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporations, respectively, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument in behalf of their respective corporations and that the seals affixed are the corporate seals of said corporations.

Witness my hand and seal the day and year first above written.

Frank R. Murtha
Notary Public in and for the State
of Washington. Residing at Seattle.



Approved by the Mayor and the City Council of the City of Seattle by Ordinance No. 54676, this 23rd day of Feb. A.D. 1928.

Bertha K. Landes
Mayor

H.W. Carroll
City Clerk
By: E.M. Street
Deputy



2445147

Filed for record at the request of the City Engineer this 23rd day of February, A.D. 1928, at 21 minutes past 12 o'clock A.M., and recorded in Volume 31 of Plats, at page 34, records of King County, Washington.

By: Thomas H. Gardner,
Deputy
Draftsman.

County Auditor