

3748610

DECLARATION
of
DEED RESTRICTIONS AND COVENANTS

This Declaration and Agreement, made and entered into this day by and between DAVID W. DAVIDSON and ALMA FLEER DAVIDSON, First Parties, and FRANK S. BUHLER and BETTE JO BUHLER, Second Parties, all being residents of King County, State of Washington, for and in consideration of the benefits and obligations to be derived by and imposed upon each of the parties to this agreement and the covenants herein made by each of said parties to all other parties herein named, and the benefits to accrue to the real property herein described, WITNESSETH:

Whereas, the above named contracting parties are owners of the following described real property situate in King County, State of Washington, to wit:

DAVID W. DAVIDSON and ALMA FLEER DAVIDSON, his wife, owning that real property which is a portion of the West half of the Southwest Quarter of the Northwest Quarter of Section Five (5), Township Twenty-four (24), North, Range Five (5) East, W. M., and that portion of Government Lot Three (3), Section Six (6), Township Twenty-four (24) North, Range Five (5) East, W. M., lying East of the Easterly line of A. S. Burrows Road, described as follows: Beginning at an iron pipe set as the 1/16th corner at the Northwest corner of said Southwest Quarter of the Northwest Quarter of Section Five (5); thence South $88^{\circ}41'36''$ East along the Northerly line of said subdivision to the true point of beginning; thence South $9^{\circ}42'56''$ East 185.02 feet; thence South $68^{\circ}27'24''$ West 121.08 feet; thence North $78^{\circ}32'27''$ West 68.69 feet; thence North $25^{\circ}56'54''$ West 190.19 feet; thence North $79^{\circ}41'46''$ East 235.74 feet to the true point of beginning,

FRANK S. BUHLER and BETTE JO BUHLER, his wife, owning Tracts One (1) to Thirty-one (31), exclusive of Tract Twenty-seven (27), as shown in the plat of Sibley Wood, an addition to King County, filed in the office of the County Auditor of King County, Washington, at Volume 44 of Plats, pages 41 and 42.

Whereas, the Second Parties have filed for record in the Auditor's office of King County a plat which is known as "SIBLEY WOOD", and

Whereas, the Second Parties intend to sell said real property described in said plat in various parcels and to various grantees in mutual consideration of and subject to certain mutual protective restrictions as hereinafter set forth, which mutual protective restrictions are intended to and do create mutual restrictions in SIBLEY WOOD, and

Whereas, said mutual protective restrictions form and embody a general and uniform plan for the development, improvement and maintenance of said property in SIBLEY WOOD, which general plan inure to the benefit of and shall uniformly bind each tract, parcel or part of SIBLEY WOOD (except Tract 27), and which general plan or scheme shall inure to the mutual benefit of all future owners of said property, and

Whereas, for the purpose of convenience in reference in all future conveyances by anyone of any property in SIBLEY WOOD RESIDENTIAL DISTRICT, said mutual protective restrictions are completely set forth in this Declaration under the caption "Mutual Protective Restrictions of Sibley Wood", and

Whereas, the property owned by the First Parties herein is adjacent to the property described in the plat of SIBLEY WOOD, and it is mutually desired by all the parties herein named that said property owned by the First Parties shall be subject and bound by said Mutual Protective Restrictions of Sibley Wood

NOW, THEREFORE, DAVID W. DAVIDSON and ALMA FLEER DAVIDSON, his wife, First Parties, for and in consideration of said general plan as embodied in said Mutual Protective Restrictions of Sibley Wood, and in consideration of the agreement between the parties hereto that these restrictions hereinafter contained shall be incorporated in all deeds of transfer of the above described real property (except Tract 27), and for and in consideration of the issuance to said DAVID W. DAVIDSON of one share of capital stock in the Sibley Wood Corporation, do hereby covenant and agree on behalf of themselves, their heirs, representatives and assigns, that they shall hereafter hold the above described parcel of real property owned by them (which shall hereafter be deemed a residence tract), subject to the conditions, covenants, agreements, limitations and restrictions contained in the Mutual Protective Restrictions of Sibley Wood, just as though said real property had been originally included in the plat of Sibley Wood, and said First Parties by the execution of this instrument do assume and agree to be bound by said Mutual Protective Restrictions of Sibley Wood and accept the benefits of said plan as a part of the consideration for the mutual agreements herein contained. Said Mutual Protective Restrictions of Sibley Wood are as follows: SIBLEY WOOD DEED, attached.

MUTUAL PROTECTIVE RESTRICTIONS OF SIBLEY WOOD

Sibley Wood Deed

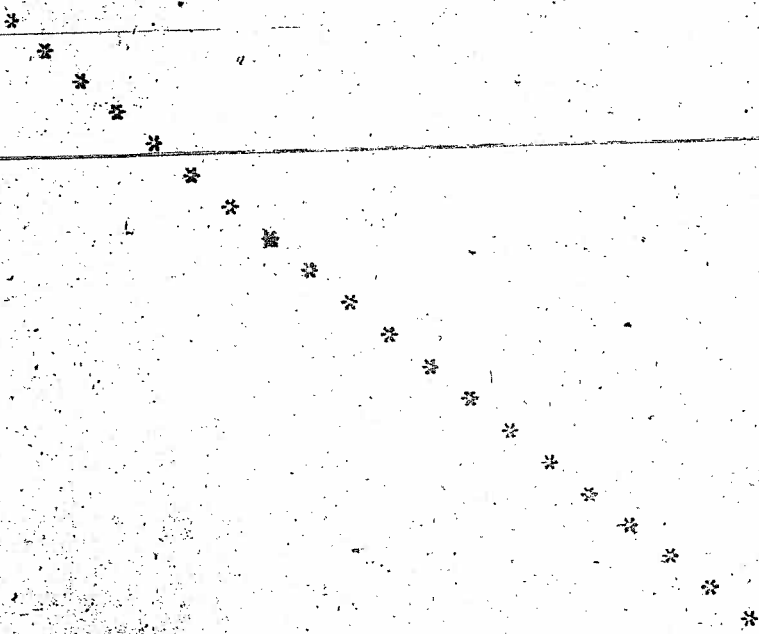
THE UNDERSIGNED, FRANK S. BULLER and BETTE O. BULLER, his wife, hereinafter called the Grantors...

WITNESSETH that the said Grantors, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration...

Handwritten initials and numbers: 'JTB' and '546'.

as shown in a plat of SIBLEY WOOD, an addition to King County, Washington...

525533-13



It is further agreed that the above stated restrictions upon the granting of the above described property shall apply to all persons...

GENERAL PROVISIONS. The Grantors hereby certify and declare that they have established and do hereby establish a general, uniform plan for the development, improvement, maintenance, and protection of the real property embraced in Sibley Wood...

All tracts now shown in the plat of Sibley Wood, except Tract No. 27, shall be designated "residence tracts".

BUILDING RESTRICTIONS. No building or structure shall be erected, constructed, maintained or permitted on a residence tract as herein defined, except a single detached dwelling house...

No building may be erected on any of the said residence tracts costing less than Six Thousand Dollars (\$6,000.00) or containing less than twelve hundred (1200) square feet of floor area...

DEFINITION OF TERMS. The term "Grantors", whenever used in these mutual protective restrictions, shall refer to Frank S. Buller and Bette O. Buller, and their heirs, devisees or personal representatives...

Only one story buildings and tri-level buildings shall be permitted on tracts No. 1, 11, 12, 13, 14, 15, 18, 20, 21 and 31; and in no case shall any ridge or peak of a building erected on one of

plans shall be prepared by an architect or engineer. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the Board of Trustees. As to all improvements, construction and alterations in Sibley Wood, the Board of Trustees of Sibley Wood Corporation shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which is not suitable or desirable in their opinion, for any reason aesthetic or otherwise, and in so passing upon such design, the Board of Trustees shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the tract upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure or alteration therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view of surrounding residence tracts, and any and all other factors which, in the opinion of the Board of Trustees, shall affect the desirability or suitability of such proposed structure, improvements or alterations.

If the Board of Trustees fail to approve or disapprove said plans and specifications within thirty (30) days after the same have been submitted to them, or in any event, 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 and the provisions of this paragraph will be deemed to have been fully complied with.

CLEARING OF LAND. In order that the natural beauty and view of the residence district shall inure to the benefit of all owners or purchasers of property in said district, the plan of clearing of the natural growth and trees on any residence tract shall be subject to the approval and direction of the Board of Trustees of the Sibley Wood Corporation. Each owner or contract purchaser shall obtain the approval of the Board of Trustees to said plan before starting the clearing of any residence tract. Said person shall within six (6) months after notification in writing by the Board of Trustees, clear his residence tract at his own expense, in conformity with any plan agreed upon between said person and the Board of Trustees, or if there is no such agreement, then subject to the plan or direction of the Board of Trustees.

PROSECUTION OF CONSTRUCTION WORK. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are completed and painted. All structures shall be completed as to external appearance, including finished painting, within eight (8) months from the date of commencement of construction, unless prevented by cause beyond the owner's control.

BATHROOM, SINK AND TOILET CONVENIENCES. All bathroom, sink and toilet conveniences shall be inside of the house or building, and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by King County and State of Washington Health Authorities. The drains from said septic tank shall be kept within the residence tract as hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authorities.

The right to prune, clear or cut, at the expense of the owner, maintaining same, any hedge, planting, or natural growth that in the Corporation's opinion, is unreasonably detrimental to the adjoining property, or is unreasonably detrimental to the view of the adjoining property, or is unattractive in appearance.

OCCUPANCY RESTRICTIONS. No property in Sibley Wood Addition shall at any time be used or occupied by any person or persons not of the white and Gentile and Caucasian race. No person other than one of the white and Gentile and Caucasian race shall be permitted to occupy any property in said addition or portion of a building thereon, except a domestic servant actually employed by a person of the white and Gentile and Caucasian race, where the latter is an occupant of such property.

CONSENT TO OCCUPANCY BY OTHER OWNERS. No person other than an original purchaser from the Grantors herein, his immediate family, casual guests or servants, shall ever begin to use or occupy any tract in said Sibley Wood residential district without first having obtained the written consent to such use and occupancy, of a majority of the owners of other tracts in said residential district, provided however, that if a majority of the said owners of other tracts in the residential district fail to give their written consent and fail to give written notice of their refusal to consent within ten (10) days after a request for such consent has been mailed to said owners at their registered addresses, then such consent will not be required to said use and occupancy.

For the purpose of securing such consent, as provided in the foregoing paragraph, a contract purchaser, not in default, shall be deemed an owner, and in determining what constitutes a majority of owners, a person, regardless of the number of tracts he may own, shall be deemed a single owner. Where property is held as community property the husband shall be deemed the sole owner of said property for the purposes of this provision.

A mortgagee in possession after foreclosure shall hold title subject to all the restrictions contained in this instrument and in the by-laws of the Sibley Wood Corporation from which such mortgagee is not otherwise expressly exempted, except the foregoing provision requiring the consent of a majority of the owners in said residential district to the use and occupancy of a tract.

CONVEYANCE SUBJECT TO THE BY-LAWS OF SIBLEY WOOD CORPORATION. The residential tracts in Sibley Wood are sold or conveyed subject to the provisions of the by-laws of the Sibley Wood Corporation, a Washington corporation, organized for the purpose, among others, of taking title to and maintaining certain properties constituting park areas in said residential district. One share of stock in said corporation shall be issued or transferred to an owner or purchaser of a residential tract in Sibley Wood, which share shall be inseparably appurtenant to the tract thereby sold or conveyed, and said tract and each portion thereof, shall be subject to the lien of such assessment, and the owner or contract purchaser thereof liable therefor, as shall be levied from time to time by said corporation under and in accordance with by-laws and any amendments thereof, which assessments shall be superior to any and all other liens created or perfected by the purchaser, his heirs, representatives or assigns (except a bona fide first mortgage executed and recorded as in the by-laws provided); and the purchaser by the acceptance of said deed or

Sibley Wood

GRANTORS BOUND BY RESTRICTIONS. The Grantors covenant and agree not to sell, convey, hold or improve any of the residence tracts hereinafter shown on the plat of Sibley Wood, otherwise than subject to the restrictions and provisions herein set forth, excepting, however, the operation hereof, Tract No. 27, which the Grantors hereby covenant and agree to convey in trust to the Sibley Wood Corporation, for community purposes, in the activities of which corporation the owners of residential tracts in Sibley Wood, as shareholders in said corporation, shall have the right to participate, subject to reasonable restrictions and requirements imposed by such corporation, and it is likewise a part of the consideration of this deed that such restrictive provisions shall be contained, by reference or otherwise, in any and all contracts of sale or conveyance executed and delivered by the grantors herein, in respect to all of the said tracts (excepting Tract No. 27), as covenants running with the land.

ENFORCEMENT OF RESTRICTIONS. If the parties hereto, or any of them, or their heirs, representatives or assigns, shall violate or attempt to violate any of the provisions of these Mutual Protective Restrictions of Sibley Wood, it shall be lawful for any other person or persons owning any real property situated in Sibley Wood residential district to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

The right is expressly reserved to the Sibley Wood Corporation to interpret and enforce any and all conditions, limitations and restrictions contained in these mutual protective restrictions, as referred to in this deed, as in the by-laws of said corporation, and any amendments thereof, but such right shall be without prejudice to the right of the Grantors or any owner of property in said residential district to enforce the same.

Violation of any restriction or condition or the breach of any covenant herein contained shall give the Sibley Wood Corporation, or its agents, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner or contractor purchaser thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the corporation or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Forbearance by any of the parties entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such or any subsequent breach or default.

COVENANTS RUNNING WITH THE LAND. All the foregoing restrictions, conditions, covenants, reservations, limitations and agreements shall be deemed covenants running with the land, and binding upon the grantee, his heirs, representatives and assigns, and in case of the breach of any of the said conditions or the violation of any of the foregoing restrictions, covenants, reservations, agreements and limitations, to be kept and performed by the grantee, his heirs, representatives and assigns, then in addition to the remedies heretofore in this instrument provided, this deed shall become, at the option of the Grantors, absolutely null and void and the Grantors shall have the right to re-enter for such breach of condition and be seized of their former estate as fully and completely as though this deed had never been executed, subject however, to the lien of any mortgage or deed of trust, made in good faith and for value, as to the said premises, or any part thereof, but the said restrictions, conditions, covenants, reservations, limitations and agreements (except as otherwise expressly provided) shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure,

tax sale, or otherwise, as to any breach or violation occurring after such acquisition of title, and shall be deemed as restrictions, conditions, covenants, reservations, limitations and curesments hereinbefore set forth or referred to.

SEPARABILITY OF RESTRICTIONS. Invalidation of any provision, sentence or paragraph contained in these Mutual Protective Restrictions of Sibley Wood by judgment or court order shall in no wise affect or invalidate any of the other provisions, sentences or paragraphs of said Mutual Protective Restrictions, but the same shall be and remain in full force and effect.

TERM OF RESTRICTION. These Mutual Protective Restrictions of Sibley Wood shall run with the land and shall be binding upon all parties hereto, and all persons claiming under them, until January 1, 1938, and thereafter may be extended for successive periods of not to exceed ten (10) years each, upon the written agreement of not less than seventy-five per cent (75%) of the owners of property in said Sibley Wood residential district. Said agreement shall be evidenced by an instrument or instruments in writing, duly signed and acknowledged by the requisite number of property owners hereinabove defined, and shall become effective upon the filing of such instrument or instruments for record in the office of the Auditor of King County, Washington.

AMENDMENT. These Mutual Protective Restrictions of Sibley Wood (except those affecting bona fide mortgagees or an existing building) may be amended or modified with the written consent of the Grantors and the written agreement of not less than seventy-five per cent (75%) of the owners of property in said residential district, and such modification or amendment shall be effective upon the filing for record of such instrument duly signed and acknowledged by the requisite number of owners, in the Auditor's office of King County. A person, regardless of the number of tracts he may own, shall be deemed a single owner for the purposes of this provision.

ADDITIONAL PROPERTY MAY BE SUBJECT TO RESTRICTIONS. Should the Grantors carry out their present intention of inviting adjacent land owners to join in these Mutual Protective Restrictions of Sibley Wood, and if such owners by appropriate instrument or instruments subject their land to all the restrictions herein imposed, then such areas, though not included in the present plat of Sibley Wood, shall become a part of the Sibley Wood Residential District, and the property owned by them shall be regarded as residence tracts and such land and its respective owners shall be subject to all the benefits and burdens imposed by these Mutual Protective Restrictions and the by-laws of Sibley Wood Corporation including, among others, the provisions with regard to uniform assessments, building restrictions, racial restrictions and consent to use and occupancy together with the corresponding rights given to owners under said provisions, and be entitled to be regarded in all respects under these provisions herein contained as if the land so added had been originally included in the plat of Sibley Wood.

ACCEPTANCE OF RESTRICTIONS. Every person who by deed becomes grantee of any of the residential tracts in Sibley Wood, or who by written contract agrees to purchase or lease any of said tracts, shall be deemed to have made and accepted such deed, contract or lease, subject to all of the restrictions, conditions, covenants and reservations herein stated, and their acceptance of such deed, contract or lease shall have the same effect and binding force upon them, their heirs, representatives and assigns, as if the same were signed and sealed by said grantees, purchasers or lessees, and any person acquiring said property or any interest therein, whether by deed, lease, contract, or by process of law, shall be bound thereby.

SIBLEY WOOD

IN SECTIONS 5 & 6 T24N R5E W.M.

GARDNER GARDNER & HITCHINGS
REGISTERED PROFESSIONAL ENGINEERS

DESCRIPTION

This plat, Sibley Wood, embraces and includes those portions of Sections 5 & 6 T24N R5E W.M. described as follows: all of blocks 2 & 3 together with vacated Grant, Carlisle and Alcazar Streets adjoining said blocks all in C.R. Myers First Addition to Moorland as recorded in Vol. 5 Pg. 5; King Co. Plats, except beg. N 5/8 W 5 of the SW cor. lot 13 blk 2; said Add. Th. N 1/8 1/2 E (parallel to vac. Alcazar St) 30, Th. S 88 5/14 E 30.28; Th. S 5 03 55 E 30.18 Th. N 88 5/14 W 33.54 to point of beginning.

Also, lots 6, 7 & 8 and C block 2, lots 1 and 2, block 3, lots 5, 6, and 7 block 4, together with vacated Highland Ave, Randa, Carlisle and Alcazar Streets adjoining said lots and blocks all in Meydenbauer Park as recorded in Vol. 20 of Plats, Page 79 Records of King County, Washington. Except the following described tract: beginning at the 1/2 cor. between the the W 1/2 cor. and the NW cor. of Sec 5 T24N R5E W.M. thence N 52 07 28 W 109.16 ft. to the true point of beginning thence N 68 46 46 E 52.74 ft. thence S 72 41 46 E 121.42 ft. thence S 67 23 45 W 288.82 ft. to the east margin of County Road, th. S 1/2 along said east margin to a point which bears S 69 30 27 W from the true point of beginning; thence N 69 30 27 E 216.33 ft. to the true point of beginning; and, except that portion heretofore conveyed to King County for right of way of the A.A. Cragin and A.S. Burrows Roads.

Also the N 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 Sec. 5 T24N R5E W.M. except the east 30 ft. thereof.

Also the W 1/2 of the SW 1/4 of the NW 1/4 Sec. 5 T24N R5E W.M. except the south 330 ft. thereof, and except that portion heretofore conveyed to King County for right of way of the A.S. Burrows Road.

Also that portion of Govt Lot 3 Sec. 6 T24N R5E W.M. lying east of the A.S. Burrows Road, except that portion of said Govt lot 3 and the aforesaid W 1/2 of the SW 1/4 of the NW 1/4 Sec. 5 T24N R5E W.M. described as follows: beginning at the 1/2 cor. between the W 1/2 cor. and the NW cor. of said Sec. 5 thence S 88 41 37 E 104 ft. to the true point of beginning thence S 79 41 46 W 235.74 ft. thence S 25 56 54 E 190.19 ft. thence S 78 32 27 E 68.69 ft. thence N 68 27 24 E 121.08 ft. thence N 9 42 56 W 185.02 ft. to the true point of beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat, and dedicate to the use of the public forever all streets and avenues 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, blocks or tracts shown on this plat in the reasonable original grading of all such streets and avenues.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20 day of May A.D. 1947

Frank S. Buhler
Robert A. Morris

ACKNOWLEDGMENT

COUNTY OF KING
NOTARY PUBLIC

THIS IS TO CERTIFY that on this 20th day of May A.D. 1947 before me, a Notary Public, personally appeared FRANK S. BUHLER and BETTE-JO BUHLER, his wife, to me known to be the persons who executed the foregoing dedication and who acknowledged to me that they signed and sealed the same as their free and voluntary acts and deeds 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.



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

We hereby certify that the plat of Sibley Wood is based upon an actual survey and subdivision of Sec. 5 & 6 T24N R5E W.M. that the distances, courses and angles are shown thereon correctly, that the monuments have been set and lot and block corners taken correctly on the ground and that all Statutes and regulations governing platting have been met to the best of our knowledge.



Gardner Gardner & Hitchings Inc.
By Gardner Gardner
State License 2185
Renewal 4-22

I hereby certify that the within plat of Sibley Wood is duly approved by the King County Planning Commission this 9th day of July A.D. 1947

John W. Johnson
Chairman
W. H. Heasler
Executive Officer

Examined and approved this 10 day of June A.D. 1947

C. Glen Smith
King County Road Engineer

Examined and approved this 7th day of July A.D. 1947

ATTEST *Robert A. Morris*
Clerk Board of County Commissioners



Taylor M. Harscoe
Chairman Board of County Commissioners

3703475
Filed for record at the request of the King County Planning Commission this 10th day of July A.D. 1947 at 42 minutes past 11 A.M. and recorded in Volume 44 of Plats, Pages 41-42 Records of King County, Washington.

By *Robert A. Morris*
Deputy County Auditor

Robert A. Morris
County Auditor

RESTRICTIONS

No lot or portion of a lot of this plat, shall be divided or 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 six thousand (6000) square feet for R-1 Residence Use with a minimum lot or tract width of sixty (60) feet.

All lots in this plat are restricted to R-1 District use, governed by and subject to restrictions, rules and regulations of County Zoning Resolution No. 6494 and subsequent changes thereto by official County resolution.

SIBLEY WOOD

111 SECTIONS 5 & 6 TWP 24 N. RGE. 5 E. WM.

GARDNER GARDNER & HITCHINGS
ENGINEERS

1" = 100'

Landmark Web Official Records Search

https://recordsearch.kingcounty.gov/LandmarkWeb/search/index?theme=blue§ion=searchCriteriaBookPage&quickSearchSelection=#

