

AGREEMENT RESPECTING RESTRICTIVE COVENANTS

SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual advantages to be derived therefrom and flowing from one to the other and to their respective heirs, successors and assigns, IT IS HEREBY AGREED BY and between SEATTLE COLLEGE, INCORPORATED, A corporation, its successors and assigns, owner of the legal title to, and ALBERT S. BALCH AND EDITH A. BALCH, his wife and MAURY SETZER and ELIZABETH SETZER, his wife, their heirs, successors, and assigns, owners in fee, and or purchasers under contract of the following described real property in King County, Washington, to-wit:

The northeast quarter (N.E. 1/4) of the northeast quarter (N.E. 1/4) of Section Four (4), Township 25 North, R. 4E. of W. M. also known as Wedgwood Addition.

That the following Covenants shall run with the foregoing described real property, and each and every part thereof, and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change 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 real property situated in Wedgwood to prosecute any proceedings 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.

Invalidation of any of these Covenants by judgment or court shall in no wise effect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots, except that Lot 29, Block 2, may be used for retail business, providing however that no tavern may be built or operated on Lot 29, Block 2. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family

be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$3000 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 750 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, two, or two and one-half story structure.

AB
~~An easement is reserved over the rear 5 feet of each lot in Blocks 1, 2, 3, 4, 5 and 6 for utility installation and maintenance.~~

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.

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 6 months from date of commencement of construction and shall be connected to septic tank or public sewer.

(And. Note: Corporate seal not affixed.)

SEATTLE COLLEGE, INCORPORATED,
a corporation,

By Francis E. Cooley
President

Francis J. Kane
Secretary

E. Ivan B. Sebe

Albert H. Balch

Walter E. Ste...

Edith A. Balch

WEDGWOOD ROCK ADDITION

TO SEATTLE
GARDNER GARDNER & HITCHINGS ENGINEERS

MANOR'S UNIVERSITY
A.D. VOL. 15-58

UNPLATTED

DESCRIPTION

THIS PLAT OF WEDGWOOD ROCK ADD. EMBRACES THE EAST 1/2 OF THE N.W. 1/4 OF S.E. 1/4 OF SEC. 4, T. 25N., R. 4 E., W.H.M., ALSO THE E. 133.00 FEET OF THE SAID N.W. 1/4, LESS PREVIOUSLY DEDICATED ROADS.

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, AVENUES AND ALLEY 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, AND TRACTS SHOWN UPON THIS PLAT IN THE ORIGINAL, REASONABLE GRADING OF ALL STREETS, AVENUES OR ALLEY SHOWN HEREON.

ALBERT S. BALCH
EDITH A. BALCH
MAURY SETZER

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } 55

THIS IS TO CERTIFY THAT ON THIS 3RD DAY OF OCTOBER A. D. 1945, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED ALBERT BALCH AND EDITH A. BALCH, HIS WIFE AND MAURY SETZER HUSBAND OF ELEANOR B. SETZER AS HIS SEPARATE ESTATE, TO ME KNOWN TO BE PERSONS 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.

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

EXAMINED AND APPROVED BY ME THIS 22ND DAY OF OCTOBER, A. D. 1945

C. L. WARTELLE
CITY ENGINEER

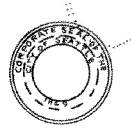
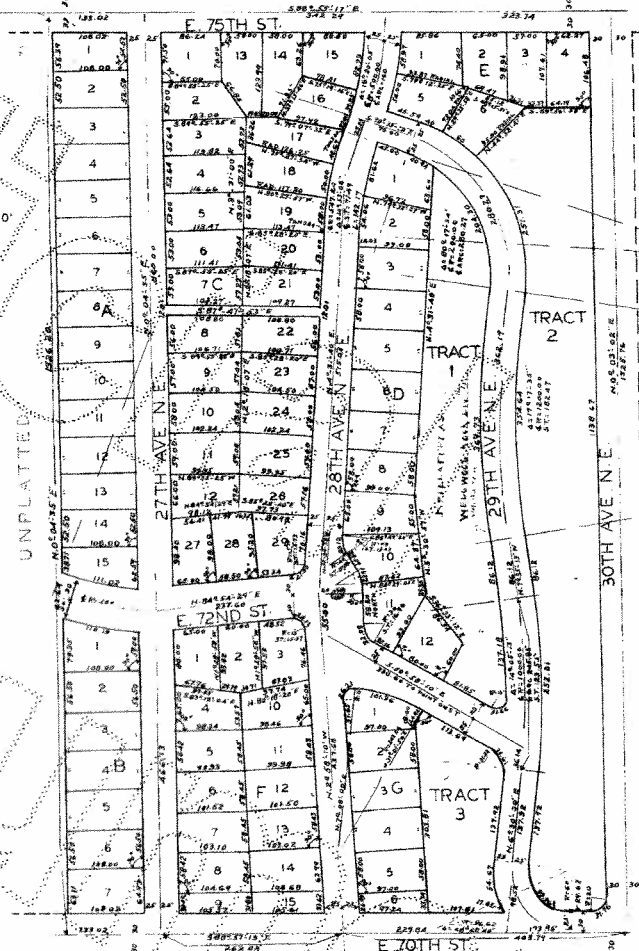
I HEREBY CERTIFY THAT THE WITHIN PLAT OF WEDGWOOD ROCK ADDITION WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE No. 74338, APPROVED THIS 31ST DAY OF OCTOBER A. D. 1945

W. C. THOMAS
CITY COMPTROLLER & EX OFFICIO CITY CLERK

3519413

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS 23 DAY OF NOV. A. D. 1945 AT 25 MINUTES PAST 3 P. M. AND RECORDED IN VOL. 41 OF PLATS, PAGE 9, RECORDS OF KING COUNTY, WASHINGTON

ROBERT A. MORRIS
COUNTY AUDITOR



UNPLATTED