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AMENDMENT OF MUTUAL EASEMENTS OF BLUE RIDGE
AN ADDITION TO KING COUNTY, STATE OF WASHINGTON

WHEREAS, on the 24th day of February, 1930, there was filed for record in the office of the Auditor of King County, Washington, a plat, dated February 14, 1930, of certain land in King County, known as "Blue Ridge, an Addition to King County", said plat being recorded in the records of said County Auditor in Volume 33 of Plats, pages 29, et seq.; and

WHEREAS the land in said Addition is subject to and bound by certain restrictive mutual easements, hereafter referred to as "Mutual Easements of Blue Ridge Addition", which are set forth in that certain deed from W. E. Boeing and Bertha Boeing, his wife, Grantors, first parties, to D. R. Drew and Demerice E. Drew, his wife, Grantees, second parties, which deed is dated April 22, 1935 and is recorded in the records of the Auditor of King County, Washington, in Volume 1631 of Deeds, pages 239, et seq.; and

WHEREAS paragraph numbered 18 of said Mutual Easements of Blue Ridge Addition provides that the owners of the legal title to not less than three hundred lots in said Addition may at any time, by an instrument in writing duly signed and acknowledged by them, amend the Mutual Easements of Blue Ridge Addition upon the filing for record of such instrument in the office of the Auditor of King County, Washington; and

WHEREAS W. E. BOEING and BERTHA BOEING, his wife, are presently the owners of the legal title to more than three hundred lots in said Addition and desire to amend said Mutual Easements of Blue Ridge;

NOW, THEREFORE, the said Mutual Easements of Blue Ridge Addition be and they are hereby amended to read in their entirety as follows:

MUTUAL EASEMENTS

of

BLUE RIDGE ADDITION

1. GENERAL PROVISIONS. It is hereby agreed, certified and declared that there is established a general uniform plan or scheme for the development, improvement and maintenance of all of the real property which was owned by W. E. Boeing and Bertha Boeing, his wife, as of April 22, 1935, and situated in Blue Ridge Addition, an addition to King County, in the State of Washington, as shown by Plat thereof recorded in Volume 33 of Plats, at pages 29, 30, 31 and 32 of the records of the County Auditor of King County, Washington, which general plan or scheme--and the Mutual Easements of Blue Ridge Addition set forth hereinbelow which are hereby declared to embody said plan or scheme--shall inure to the benefit of and shall bind any and all of said property and every part and parcel thereof, and shall bind all of the owners thereof and their successors in interest thereto.

The term "grantor", wherever used in these Mutual Easements of Blue Ridge Addition, shall refer to W. E. Boeing or any person or persons or corporation to whom or to which the rights of the "grantor" as set forth in these Mutual Easements shall be specifically transferred. Prior, to such transfer such term shall refer to W. E. Boeing, or his attorney in fact, or, in the event of the death of the said W. E. Boeing, to his personal representative or representatives, or, upon the termination of the probate of the estate of the said W. E. Boeing, to the trustee or trustees of the estate of the said W. E. Boeing, or, upon the termination of such trust, to the person, if any, receiving the greater number of

lots in the said Blue Ridge Addition by inheritance from the said W. E. Boeing.

2. BUILDING RESTRICTIONS. Except as to those lots designated by the grantor as "business lots" in accordance with paragraph numbered 14 hereof, all lots in Blue Ridge Addition shall be designated "residence lots".

A building site shall consist of at least (a) one such residence lot, or more, as shown on said plat, or (b) a parcel composed of such residence lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of full lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon such residence lot property except upon a building site as hereinabove defined.

No building or structure shall be erected, constructed, maintained or permitted on a building site in blocks other than 1, 2, 3, 4 and 5, except a single detached dwelling house to be occupied by no more than one family and costing not less than Five Thousand Dollars (\$5,000) and containing not less than 800 square feet of first floor area and 20,000 cubic feet of contents, exclusive of garage, open entries, porches and patio.

No building or structure shall be erected, constructed, maintained or permitted on a building site in blocks 1, 2, 3, 4 or 5 except a single detached dwelling house to be occupied by no more than one family and costing not less than Three Thousand Dollars (\$3,000) and containing not less than 800 square feet of first floor area including garage.

As appurtenant to any dwelling house both with respect to blocks 1, 2, 3, 4 and 5, and otherwise, a private garage, garden house, pergola, conservatory, or similar structure, archi-

tecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

3. BUILDING LIMITS. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front or street line of the building site on which it is located than the "building line" of said site as shown on said plat measured at the closest point of such structure to the said front or street line, or nearer to the side line of said site than six feet measured at the closest point of such structure to said side line, or nearer to the rear line of said site than ten feet measured at the closest point of such structure to said rear line; provided, that this restriction shall not apply to any garage that must be built in a terrace fronting on a street, but such garage must be more than two feet back of the line of such site margining the street.

All garages built in a terrace shall not be over ten feet in height and shall have a flat roof and not over one-half of the area of the side walls thereof shall extend above the finished grade of ground.

Chimneys, steps, eaves, gutters, bay, bow or oriel windows, uncovered porches or paved terraces, or other slight or minor projections, may be constructed or placed on a dwelling house beyond the building limit as hereinabove set forth, providing such projections are not detrimental to other lots or buildings and are first approved in writing by the Grantor.

Any garden house, pergola, conservatory or similar structure or structures need not be within said building limit providing such structures are located entirely to the rear of

the rear extremity of the dwelling house to which they are appurtenant and providing their location is first approved in writing by the Grantor.

4. APPROVAL OF PLANS BY GRANTOR. All buildings to be erected in Blue Ridge Addition shall be designed by a registered architect. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing proposed location of the same on the particular building site shall be submitted to the Grantor before construction or alteration is started and such construction or alteration shall not be started until approval thereof is given by the Grantor. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the Grantor. As to all improvements, construction and alterations in Blue Ridge Addition the Grantor 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 Grantor's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design Grantor shall have the right to take into consideration the suitability of the proposed building or other structure, and of the material of which it is to be built, to the site 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 alterations therein as planned on the outlook of the adjacent or neighboring property, and any and all other factors which in Grantor's opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

5. MOVING OF BUILDINGS, CONSTRUCTION OF OUTBUILDINGS.
No building or structure shall be moved onto any land

embraced in said plat from any land outside of said plat. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon.

6. 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 fully completed and painted.

7. EXCAVATION, DIGGING OF WELLS. All surplus earth removed from any lot shall, at the option of the Grantor, become Grantor's property, and when removed shall be dumped by the property owner at the owner's expense at such place or places as the Grantor shall designate but not more than 1,000 feet from the point of excavation. No well for the production of, or from which there is produced, oil, gas or water, shall be dug or operated on said premises, nor shall any machinery appliance or structure be placed, operated or maintained thereon except as may be usual and customary in connection with the maintenance of a private residence, nor shall any excavation for stone, sand, gravel or earth be made on said premises unless such excavation is necessary in connection with the erection of an approved structure thereon.

8. SEWER SYSTEM. Until such time as the sewer system installed in Blue Ridge Addition and the maintenance thereof is conveyed to and assumed by an incorporated city or other public body, all costs incurred by the Grantor in the repair, replacement or maintenance of said sewer system shall be borne by the owners of property in said addition in the same proportion as the area owned by each owner bears to the total area of privately

owned property, and each lot shall be subject to a lien in favor of the Grantor for the proportion of such costs determined as aforesaid. No privy, cesspool, septic tank or disposal plant shall be erected or maintained in any part of said Addition unless written permission be first obtained from the Grantor.

9. REFUSE DISPOSAL, STORAGE OF MATERIAL. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in said Addition. No building material of any kind shall be placed or stored upon any property in said Addition until the owner is ready to commence construction and then such material shall be placed within the property line of the parcel of land upon which structures are to be erected and shall not be placed in the streets or between the curb and property line.

10. FENCES: HEDGES. No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six feet above the finished graded surface of the ground upon which such fence or wall is situated, nor shall any fence, hedge or wall situated on any building site between said "building line" and the line of the street fronting on said building site have a height greater than four feet above the finished graded surface of the ground upon which such fence, hedge or wall is situated, unless the written permission of the Grantor is first obtained.

11. NOXIOUS USE OF PROPERTY; SPITE FENCES. No noxious or undesirable thing, trade or business or noxious or undesirable use of the property in said Addition whatsoever shall be permitted or maintained upon said property or in said Addition, and whether or not a thing, trade, business or use is undesirable or noxious is within the determination of the Grantor. The construction or maintenance of a spite or nuisance wall, hedge, fence or tree shall be prohibited on such property, and whether or not a wall,

fence, hedge or tree falls within the latter category shall be within the determination of the Grantor.

12. BILLBOARDS, SIGNS. No signs of any kind or for any use, except public notices erected by a political subdivision of the state or as required by law, shall be erected, posted, painted or displayed upon "residence lots" or "reserves". A "reserve" is property reserved by the Grantor as in the next succeeding paragraph provided. No signs shall be permitted on "business lots" except such as are related to the business conducted thereon and which are painted on or attached to the buildings in which such business is conducted. Signs on fences, billboards and like structures shall not be permitted. It is provided, however, that W. E. Boeing may erect and display signs during the period he is selling property in said Addition.

13. PROPERTY FOR RECREATIONAL USE. Tracts A, B, C and D are not dedicated to the public but at the option of the Grantor may be used for parks, playgrounds, clubhouse, gardens or other uses designated by the Grantor, except business purposes, and may hereafter be sold or subdivided into residence lots and streets, in which case such tracts, or any subdivision thereof, shall be subject to the same restrictive covenants and reservations as are applicable to other residence lots embraced within said plat.

14. DESIGNATION OF "BUSINESS LOTS". Tract E, Lots 8, 9, 10, 11 and 12 in Block 3, Lots 11, 12, 13, 14 and 15 in Block 4, Lots 12, 13 and 14 in Block 5, Lots 11 and 12 in Block 11, Lots 1, 2, 15, 16, 17, 18 and 19 in Block 12, and Lots 19 and 20 in Block 21, may be designated "business lots" at the option of the Grantor.

15. USE OF BUSINESS LOTS. Upon the designation of any of said lots as "business lots" as aforesaid, the lots so designated shall be restricted in use to the following types of business establishments only, to-wit:

- (a) Stores - wholesale or retail
- (b) Offices - business or professional
- (c) Banks
- (d) Restaurants
- (e) Clubhouses
- (f) Theatres
- (g) Police and fire station
- (h) Printing establishment
- (i) Telephone exchange and telegraphic office
- (j) Shops for custom work or the making of articles to be sold at retail on the premises.
- (k) Gasoline, filling or service station
- (l) Garage and automobile repair shop
- (m) Clothes cleaning and pressing shop
- (n) Kindergarten and studio
- (o) Residences, subject to restrictions applicable to residence lots.

16. RACIAL RESTRICTIONS. No property in said Addition shall at any time be sold, conveyed, rented or leased in whole or in part to any person or persons not of the White or Caucasian race. No person other than one of the White or Caucasian race shall be permitted to occupy any property in said Addition or portion thereof or building thereon except a domestic servant actually employed by a person of the White or Caucasian race where the latter is an occupant of such property.

17. ANIMALS. 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.

18. AMENITIES. The owner or owners of the legal title to not less than 300 residence lots in said Addition may at any time by an instrument in writing duly signed and acknowledged by said owner or owners, terminate or amend said Mutual Easements of Blue Ridge Addition, and such termination or

amendment as to all or any of the property in said Addition shall become effective upon the filing for record of such instrument or instruments in the office of the Auditor of King County, State of Washington. Such instrument or instruments shall recite proper references to the records of said office by volume and page of the recording of the plat of Blue Ridge Addition, the recording of that certain deed from W. E. Boeing and Bertha Boeing, his wife, to D. R. Drew and Demerice E. Drew, his wife, (in which deed the Mutual Easements of Blue Ridge Addition in original form are set forth) and the recording of all subsequent instruments amending said Mutual Easements of Blue Ridge Addition.

DATED this 30th day of August, 1938.

W. E. Boeing
W. E. Boeing

Bertha Boeing
Bertha Boeing

STATE OF Washington }
COUNTY OF King } ss.

On this day, personally appeared before me
W. E. BOEING, to me known to be the individual described in
and who executed the within and foregoing instrument and ack-
nowledged that he signed the same as his free and voluntary
act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th

August, 1938.



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

STATE OF Washington }
COUNTY OF King } ss.

On this day, personally appeared before me BERTHA
BOEING, to me known to be the individual described in and
who executed the within and foregoing instrument and ack-
nowledged 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 30th

day of August, 1938.



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

Filed for Record Aug. 30, 1938 1:40 P.M.
Request of W. E. Boeing
EARL MILLIKIN, County Auditor

BLUE RIDGE

AN ADDITION TO KING COUNTY WASHINGTON

Scale: 1"=100'

Reitze-Storey & Duffy Inc.
Engineers.

DESCRIPTION

This plat of Blue Ridge embraces the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 25, and that portion of Government Lot 3 of Section 26, lying East of the Right of Way of the Great Northern Railway; the Northeast Quarter (N.E. 1/4) of the Northeast Quarter (N.E. 1/4) of Section 35, except the East 30 feet thereof, granted for County Road; also that portion of Government Lots 1 and 2 of Section 35 lying East of said railway Right of Way, all in Township 26 North, Range 3 East, W.M., King County, Washington.

We hereby certify that the plat of Blue Ridge is based upon an actual survey, that the distances, courses and angles are shown thereon correctly, that the monuments have been set and lot and block corners staked on the ground.

Reitze, Storey and Duffy Inc. Engineers.
By: E.A. Duffy

DEDICATION

Know all men by these presents, that the Blue Ridge Land Co., a Washington corporation, owner in fee simple of the land hereby platted, hereby declares this Plat and dedicates to the use of the public forever all streets, avenues, places, courts, parks, utility ways and sewer easements shown on the plat, 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, tracts, etc., shown on this plat in the reasonable original grading of all the streets, avenues, courts etc., shown hereon.

In witness whereof we have hereunto set our hands and seals this 14th day of February A.D. 1930.

Blue Ridge Land Company
By: A.N. Graves, Vice President
By: D.R. Drew, Secretary



RESTRICTIONS AND RESERVATIONS

are filed for this addition in Vol. 1463 of Deeds, Page 20.

Examined and approved this 21st day of February, A.D. 1930.

Thomas D. Hunt, County Engineer.

Examined and approved this 24th day of February, A.D. 1930.

Don. H. Evans, Chairman, Board of County Commissioners.
Attest: C.F. Gage, Deputy Clerk of Board of County Commissioners.



Thomas H. Corder, Del.

ACKNOWLEDGMENT

State of Washington }
County of King } s.s.

This is to certify that on this 14th day of February, A.D. 1930, before me, the undersigned, a Notary Public, personally appeared AN Graves, to me known to be the vice president and D.R. Drew, to me known to be the Secretary of the Blue Ridge Land Company, the corporation that executed the 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.

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

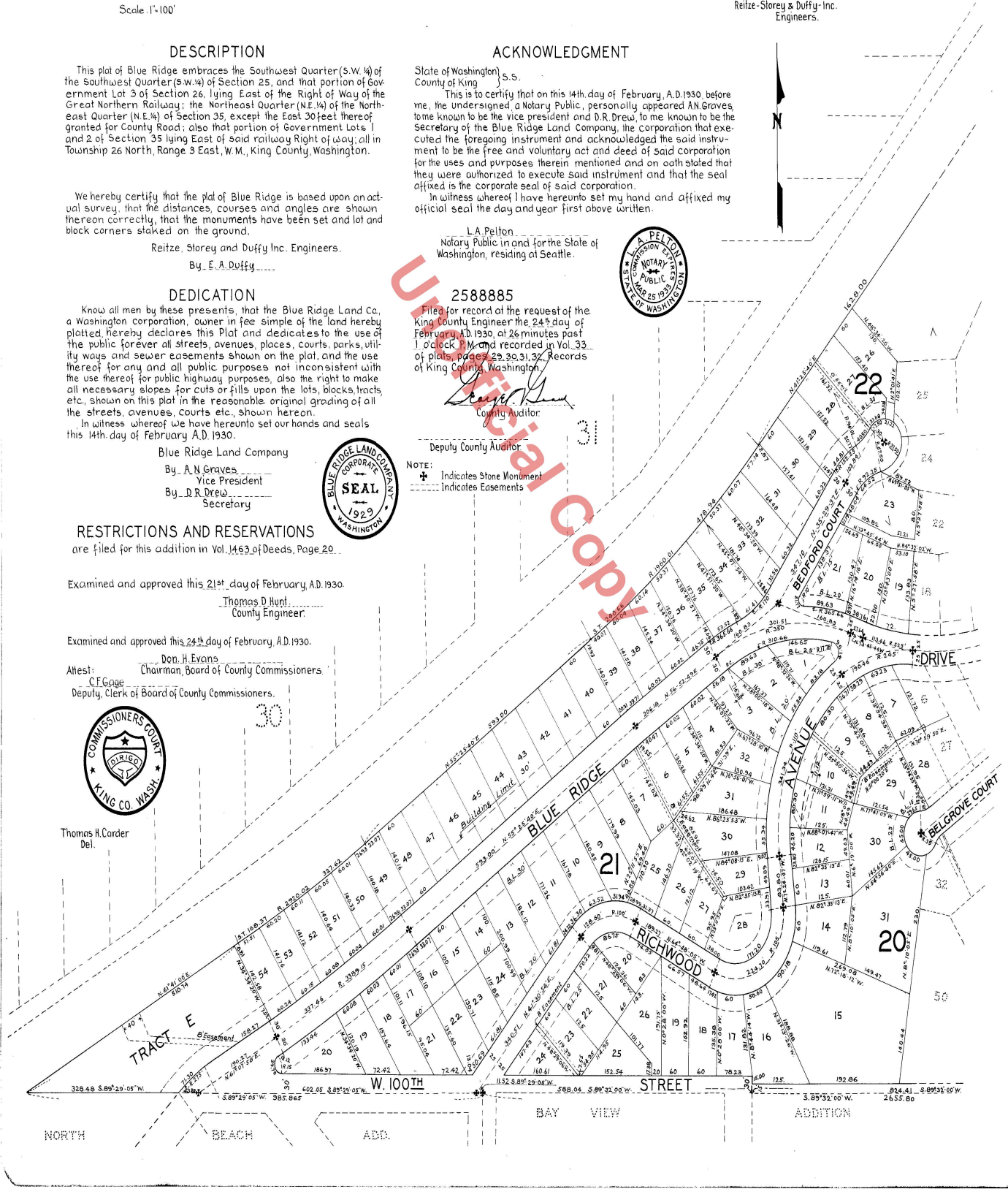


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Filed for record at the request of the King County Engineer the 24th day of February, A.D. 1930, at 26 minutes past 1 o'clock P.M. and recorded in Vol. 33 of plats, pages 29, 30, 31, 32, Records of King County, Washington.

Deputy County Auditor

NOTE:
+ Indicates Stone Monument
- Indicates Easements

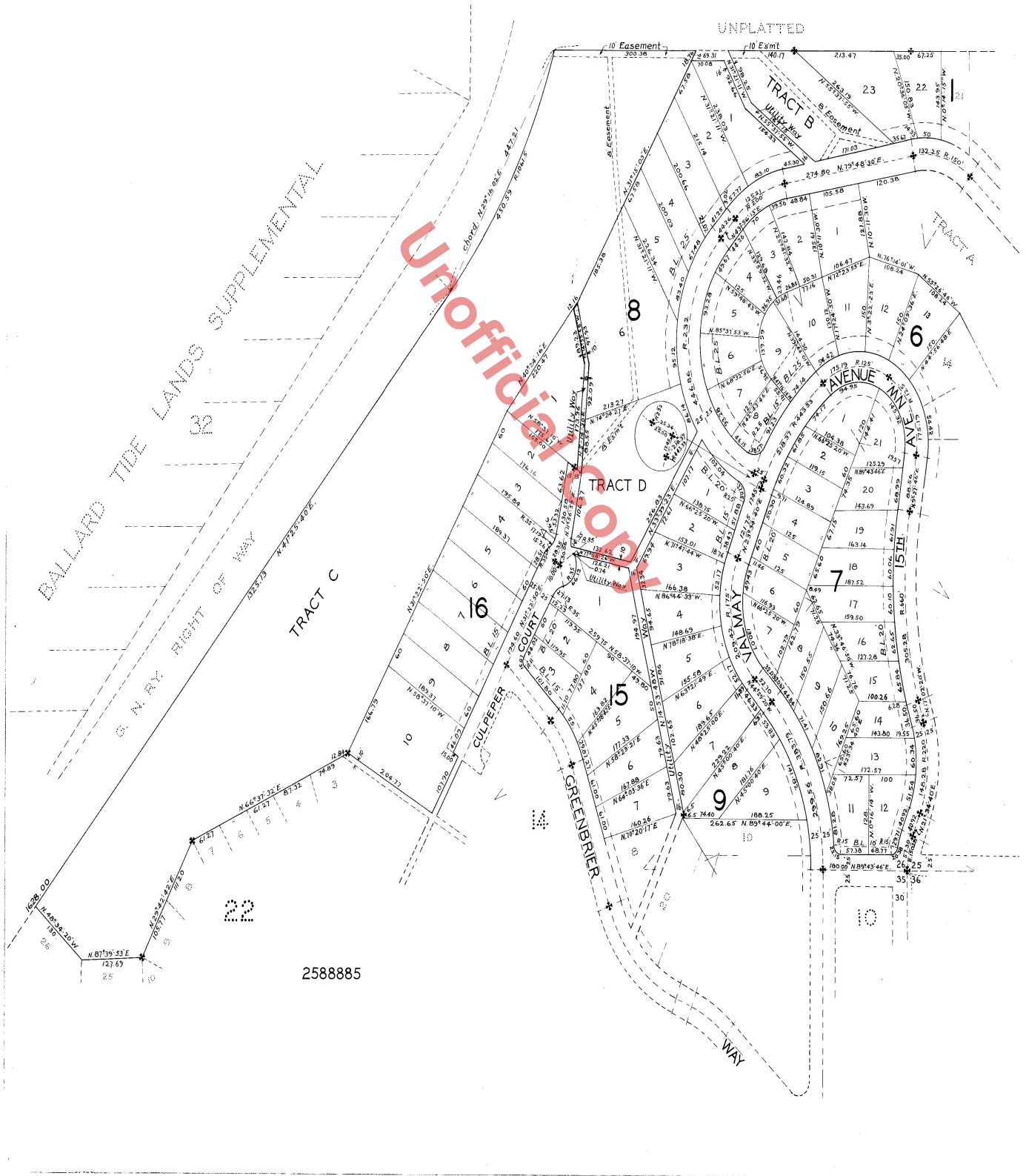


BLUE RIDGE

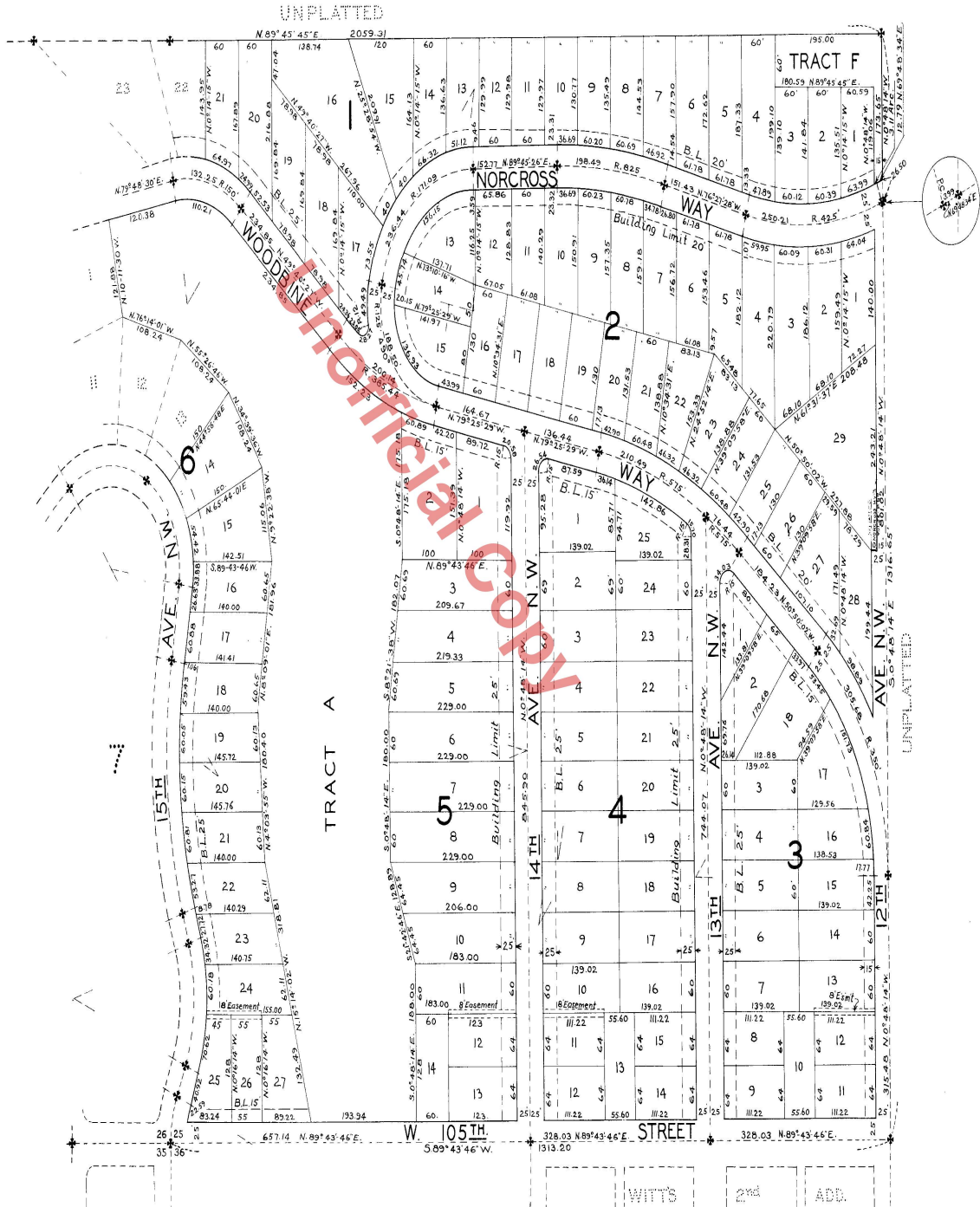
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BLUE RIDGE



BLUE RIDGE



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