

3610272

BUILDING AND OCCUPANCY RESTRICTIONS AND LIMITATIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, the EVERGREEN LAND COMPANY, a Corporation,
being the owners of the following described property:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 25, Township Twenty-Three (23) North, Range Three (3), East W.M., EXCEPT portion thereof lying northwesterly of Maple Wild Avenue, and EXCEPT portion described as follows: Beginning at the center of said Section Twenty-Five (25), thence South 89° 03' 49" west along the south line of said southeast quarter (SE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) a distance of 358.99 feet; thence north 0° 39' 53" west 215.48 feet; thence north 31° 41' 59" west 150.36 feet; thence south 58° 18' 01" west 30.00 feet to the true point of beginning; thence south 58° 18' 01" west 120.00 feet; thence north 31° 41' 59" west 70.00 feet; thence north 58° 18' 01" east 95.00 feet to the point of curve; thence on a curve to the right with a radius of 25.00 feet a distance of 39.27 feet to a point of tangency; thence south 31° 41' 59" east 45.00 feet to the true point of beginning; and EXCEPT portion described as follows: Beginning at the said center of Section 25; thence south 89° 03' 49" west along the south line of the southeast quarter of the northwest quarter 358.99 feet; thence north 0° 39' 53" west 215.48 feet; thence north 31° 41' 59" west 280.36 feet to the true point of beginning; thence south 58° 18' 01" west 247.06 feet to a point of curve; thence on a curve to the right with a radius of 230.44 feet a distance of 127.49 feet to a point of tangency; thence west 333.51 feet to a point of curve; thence on a curve to the right with a radius of 20.00 feet a distance of 31.596 feet to a point of tangency; thence north 0° 30' 55" east 64.15 feet to a point of curve; thence on a curve to the right with a radius of 20.00 feet a distance of 31.236 feet to a point of tangency; thence east 146.61 feet; thence north 72° 12' 25" east 233.65 feet; thence north 59° 53' 10" east 234.82 feet; thence north 55° 43' 19" east 254.46 feet; thence south 31° 41' 59" east 169.11 feet to a point from which the true point of beginning bears south 58° 18' 01" west; thence south 58° 18' 01" west 243.47 feet, to the true point of beginning; and EXCEPT roads; and EXCEPT beginning at the northwest corner of the southeast quarter of the northwest quarter of Section 25, Township 23 North, Range 3 East, W.M., thence south 89° 21' 56" east 229.09 feet to true beginning; thence south 44° 04' 04" west along east margin of Maple Wild Avenue 235.71 feet; thence along curve to the left having a radius of 30 feet a distance of 64.58 feet; thence south 79° 16' 17" east 174.82 feet; thence along a curve to the left having a radius of 225.5 feet a distance of 146.44 feet; thence north 63° 31' 15" east 56 feet; thence north 18° 21' 57" west 220.45 feet; thence north 89° 21' 56" west 147 feet to the true point of beginning,
KING COUNTY, Washington,

do hereby establish building improvement and occupancy limitations and restrictions governing the use, improvement, possession and occupancy of said property, and hereby limit the improvement, possession and occupancy of said tract and each and every part thereof to said limitations

and restrictions.

1. No residence shall be built upon any lot or tract which is more than one story in height, and contains less than thirteen hundred fifty (1350) square feet of floor space for living quarters, such area to be exclusive of garage or basement space. It is further agreed that no residence or garage shall be built or constructed upon said property, the building of which is not, as to the outside surface thereof, completed with windows, doors, and fully painted, if painting is required, in the construction of said residence, within a period of six months from the time that such residence construction is commenced, if labor and materials are available, and that a breach of the above conditions will authorize the seller to refuse to furnish title to said property, and in such case, such failure to complete within said time shall be regarded as a breach of conditions under which said property was purchased, and if title has passed, the seller may exercise any other remedies which it may have to force a change in the conditions of said residence or garage property.

No building or structure shall be built within a distance of twenty-five (25) feet from the street line, or within a distance of ten (10) feet from adjoining property line.

No chickens or livestock shall be permitted to be kept or maintained by the owners or occupier of said property, or any part thereof, except that any owner or occupier may have and keep not to exceed two pets.

No property covered by this declaration shall be sold, transferred, assigned, leased, rented or occupied by any person not of the Caucasian race, provided however that any owner or occupier may keep upon said property not to exceed two servants who are not of the Caucasian race.

No property in said area shall be used for any business of any kind or nature, and the use of said property, and all of it, is expressly restricted to residential uses. No obnoxious activities or pursuits of any kind shall be carried on or permitted upon said property.

2. Said property as to the limitations of this declaration shall be divided into Class #1 and Class #2 property, and as each sale is made the contract agreement or deed covering said property shall designate

the class or classes controlling said tract of land.

- (a) In the sale or disposition of any property designated as Class #1, no sale, exchange or disposition of any lot, tract or tracts having a frontage less than 100 feet in width shall be made, and no subdivision of said property shall be made so that any tract or partial thereof has a frontage of less than 100 feet; and in said class of property, no residence shall be established on any tract or lot less than 100 feet in width, and no more than one residence shall be established upon any larger tract unless said tract shall have a width of at least 100 feet for each residence so constructed.
- (b) In the sale or disposition of any property designated as Class #2, no sale, exchange or disposition of any lot, tract or tracts having a frontage less than 75 feet in width shall be made, and no subdivision of said property shall be made so that any tract or partial thereof has a frontage of less than 75 feet; and in said class of property, no residence shall be established on any tract or lot less than 75 feet in width, and no more than one residence shall be established upon any larger tract unless said tract shall have a width of at least 75 feet for each residence so constructed.

IN WITNESS WHEREOF the parties hereto have set their hand and seal
this 21 day of September, 1946.

EVERGREEN LAND COMPANY

BY D. Thomason
President

ATTEST:

Sam Young
Secretary-Treasurer



STATE OF WASHINGTON)
COUNTY OF KING) SS

On this 21 day of September, 1946, before me personally appeared D. D. THOMASSON and IVAN E. YEAKEL, to me known to be the President and Secretary-Treasurer of the corporation that executed the foregoing instrument, and acknowledged 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 are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.



Given under my hand and official seal the day and year last above

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

KNOW ALL MEN BY THESE PRESENTS:

That we, GLENH. JONES and EILEEN M. JONES, his wife, being the purchasers under a contract of a certain portion of the land described in the Declaration of Restrictions and Limitations of Improvement, Use and Occupancy made by the Evergreen Land Company the 21st day of September, 1946, and attached hereto, do hereby consent, covenant, and agree that the limitations and restrictions set forth and declared in said document shall apply to and be binding upon the said GlenH. Jones and Eileen M. Jones, his wife, their heirs, successors, administrators, and assigns as to the property purchased by GlenH. Jones and Eileen M. Jones, his wife from said Evergreen Land Company under contract dated the 23rd day of August, 1946, and said restrictions and limitations shall apply to and be binding upon the parties hereto, their heirs, successors and assigns and they hereby accept and agree to said limitations and each of them.

Dated this 21st day of September, 1946.

Glen H. Jones
Eileen M. Jones

STATE OF WASHINGTON

COUNTY OF KING

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 21st day of September, 1946 personally appeared before me, GLENH. JONES and EILEEN M. JONES, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

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



Filed for record Sept. 23 1946 11:50
Count of E. E. Kilduff
ROBERT A. BROWN, County Auditor