

RESTRICTIVE AGREEMENT by Terrell Interests Incorporated, a Washington corporation -

Terrell Interests Incorporated is now the owner in fee simple of the following described property situated in King County, Washington:

KILLARNEY NO. 2

And whereas said corporation intends to sell lots in said Addition from time to time to others for residential purposes, and whereas it is to the substantial advantage of said corporation in making said sales that the restrictions covering hereinafter set forth be applicable to each and all of the foregoing described lots,

NOW THEREFORE, said corporation, in consideration of the advantages to be derived by it from the making of this agreement and in consideration of the purchase of any or all of the said described lots from time to time by others, does covenant and agree as follows :

- (a) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
(b) No person of any race other than the White 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.
(c) That these covenants shall run with the land and shall be binding on said corporation and all persons claiming under it until December 31st, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the then owners of the lots it is agreed to change said covenants in whole or in part.
(d) That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within nine months from date of commencement or construction.
(e) 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 said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
(f) Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF said corporation has executed the foregoing instrument by its President and Secretary this 20th day of May, 1946.

Witness Terrell Interests Incorporated Geo. H. Terrell President [Signature] Secretary [Signature]

STATE OF WASHINGTON, County of King

On this 20th day of May, 1946 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Geo. H. Terrell and Lewis Terrell to me known to be the President and Secretary respectively, of

Terrell Interests Incorporated

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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. I witness my hand and official seal hereto affixed the day and year in this certificate above written.



Recorded May 31 1946 3:24 P.M. Request of Seattle Title Company ROBERT A. MORRIS, County Auditor

[Signature] Notary Public in and for the State of Washington, residing at Seattle

ington Title Insurance he said purchase price or by reason of prior to make, execute, and ad premises. t of the said purchase form any covenant or nd upon such election heretofore made here- reason of such failure. l cancellation may be attle, Wash. elect to bring action. e seller and repayable y items repayable by on arising on contract ent, and that no such aiver by the seller of e day and year first

Talbot (SEAL) [Signature] (SEAL) [Signature] (SEAL) [Signature]

A. Talbot, ment, and acknowl gh for the uses and

copy of Washington.

WASHINGTON TITLE INSURANCE COMPANY SEATTLE, WASHINGTON Mail to: Ewing & Clark 711 Madison Bldg Seattle, Wash.

303 SECOND AVE. SEATTLE 4, WASHINGTON