

1391-132

Witness my hand and official seal the day and year in this certificate first above written.  
 ( G D Notarial Seal) Geo. Dysart  
 (Com Ex Feb 16 1923) Notary Public in and for the State

of Washington, residing at Centralia.

Filed for record at request of Puget Sound Title Insurance Co. Jan 3 1929 at 58 min past 3 P.M.  
 MLR *S/S* George A. Grant,  
 County Auditor.

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2511320

San Point County Club

To

Declaration

The Public

## DECLARATION OF ESTABLISHMENT

OF

PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS

AFFECTING CERTAIN TRACTS IN A RESIDENTIAL DISTRICT KNOWN AS

SAND POINT COUNTRY CLUB.

WHEREAS, the undersigned, Sand Point Country Club, a corporation, organized under the laws of the State of Washington, with its principal place of business at Seattle, Washington, is the owner of certain lands located in the Northeast Quarter ( NE $\frac{1}{4}$  ) of Section Three (3) Township Twenty-five (25) North of Range Four (4) East of the W.M. in King County, State of Washington, constituting a residential district known as "Sand Point Country Club". and which is particularly described in Folio 296 Volume 17, in the office of the Registrar of Titles for said County, and certain portions thereof having been heretofore surveyed and laid out by metes and bounds descriptions, as tracts and areas, described and shown in a survey of said residential district, with two maps attached, filed this day in the office of said Registrar of Titles, to which reference is hereby made; and other portions thereof, together with certain other lands now being purchased by it, to-wit: The South Half ( S $\frac{1}{2}$  ) of the Southeast Quarter ( SE $\frac{1}{4}$  ) of the Southeast Quarter ( SE $\frac{1}{4}$  ) of the Northeast Quarter ( NE $\frac{1}{4}$  ) of said Section Three (3) being held by it to be hereafter surveyed and laid out wholly or in part, in tracts and areas ( together with easements of access ) and the descriptions whereof may be shown by like surveys and maps ( supplemental ); and

WHEREAS, said owner is about to sell, convey and/or lease, or otherwise dispose of all or a part or parts of its said property, and desires to subject portions thereof, herein below particularly described, to certain protective restrictions, conditions, covenants and reservations between it and persons acquiring or using the same, or any thereof, as hereinafter set forth; and

WHEREAS, Sand Point Maintenance Commission, a corporation organized under the laws of said State, with its principal place of business at said place ( hereinafter referred to as the Commission ) is empowered, among other things to interpret and enforce the provisions hereof, in accordance with its by-laws and any amendment thereof made.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned Sand Point Country Club hereby certifies and declares that it has made and established and does hereby make and establish the protective restrictions, conditions, covenants, and reservations upon and subject to which certain parcels, tracts, and portions of said lands shall be held, sold, conveyed and/or leased, or otherwise disposed of by it, as such owner, each and all of which is and are for the benefit of said property and of each owner of land therein and shall inure to and pass with said property and each and every parcel, tract and area of land therein, now or hereafter surveyed and laid out, and shall apply to and bind the respective successors in interest of the present owner thereof ( and in respect of said lands being acquired, the respective successors in interest of the present purchaser thereof ) and are and each thereof is imposed upon said realty ( including said lands being acquired, ) and each and every parcel, tract, and area therein as the dominant tenement or tenements, as follows, to-wit:

The following protective restrictions, conditions, covenants and reservations are hereby declared and established as pertaining to each and all of the tracts numbered 2 to 203 inclusive, and 205 to 222 inclusive, of said Sand Point Country Club residential district as shown by the said survey and to each and all of such other tracts and areas as may be hereafter surveyed and laid out in the Northeast Quarter ( NE $\frac{1}{4}$  ) of said Section Three (3) to-wit:

1. No building shall be erected, maintained or permitted upon any of said tracts except a single, detached, private dwelling house, for the sole use of the owners or occupants thereof, for private residence purposes, together with appurtenant garage. No such dwelling house shall be constructed or maintained which, including reasonable architects' fee and reasonable profit of builder, shall cost or be of the value of less than \$6,000.00; nor shall any such dwelling house and garage be erected or maintained on any parcel of land comprised of less than one whole tract as now or hereafter surveyed in said quarter section.

2. No building, fence, wall or structure shall be erected, altered or maintained upon any of said tracts, unless plans and specifications therefor, showing the construction, nature, kind shape

height, material and color scheme therefor, and block plan indicating the location of such structure on the building site and, when specifically requested, the grading plans of the building site, to be built upon, shall have been submitted to, and approved in writing by the said Commission, and a copy of such plans and specifications, block plan ( and grading plan if requested) as finally approved, deposited for permanent record with the said Commission.

3. No bill-boards or signs of any character shall be erected, posted, pasted or displayed upon or about any part of said property without the written permission of the said Commission, and the said Commission shall have the right, in its discretion to prohibit, restrict, and control the size, construction, material and location of all signs, and may summarily remove and destroy all unauthorized signs.

4. No live poultry or animals other than household pets shall at any time be kept on any said tract.

5. No tract shall be sold, conveyed, rented or leased in whole or in part to any Hebrew or to any person of the Malay, Ethiopian or any other Negro or any Asiatic race, or any descendant of any thereof.

6. No tract shall be used or occupied in whole or in part by any Hebrew or by any person of the Malay, Ethiopian or any other Negro or any Asiatic race, or any descendant of any thereof, except only employees in the domestic service on the premises of persons qualified as herein provided as occupants.

7. Each, every and all of the protective restrictions, conditions, covenants and reservations as herein provided, shall continue and remain in full force and effect at all times against each and every of said tracts, and the respective owners thereof, subject to the right of change or modification herein provided for until January, 1, 1954, and shall as then in force be continued automatically and without further notice from that time for a period of ten years, and thereafter for successive periods of ten years each without limitation unless within the six months prior to January 1, 1954, or within six months prior to the expiration of any successive ten year period thereafter a written agreement executed by the then record owners of more than two-thirds of the stock of said Commission then appurtenant to the tracts and areas located in said quarter section, be filed in the office of the said Registrar of Title and in the office of the County Auditor, for said County, as the case may be, by the terms of which agreement any of said restrictions, conditions, covenants and reservations are changed, modified or extinguished in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent in such agreement provided. In the event that any such written agreement of change or modification be duly executed, recorded or filed, the original restrictions, conditions, covenants and reservations as therein modified shall continue in force for successive periods of ten years each, unless and until further changed, modified, or extinguished, in the manner herein provided.

8. Every person who by deed becomes grantee of any of said tracts or portion thereof, or who by written contract agrees to purchase or lease any of said tracts, or any portion thereof, 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 respective heirs, executors, administrators, representatives, successors and assigns shall be bound by all the provisions of this instrument to the full and same extent as the original grantee, purchaser or lessee.

9. Pursuant to the provisions of the by-laws of the said Commission, which are hereby confirmed, the right and power is hereby conferred upon it, to interpret and enforce the restrictions, conditions, covenants and reservations imposed hereby, and the violation of any said restrictions, conditions, covenants and reservations hereby established, shall entitle the said Commission its successors and assigns, to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon, contrary to the intent and meaning of the provisions hereof; and the said Commission shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Such right conferred upon the Commission shall be without prejudice to the right of this declarant or any owner of property in said residential district to enforce the restrictions, conditions, covenants and reservations made and established.

10. All of the provisions in this instrument contained shall be construed together, but if it shall at any time be held that any such provision or part thereof, is invalid, or if, for any reason, any such provision, or part thereof, becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

None of the foregoing restrictions, conditions, covenants and reservations shall be deemed in anywise, to affect or be applicable to Tract No. 1 and Tract No. 204, ( now improved as "Gate Lodge" ) and areas designated as "A" and "B" shown in said survey.

IN WITNESS WHEREOF, the said declarant has caused its corporate name to be hereto subscribed by its President and Secretary, and its Corporate Seal to be hereto affixed at Seattle, Washington, this 10th day of January, 1929.

( S.P.C.C. Corp Seal )

Sand Point County Club  
By Samuel E. Hayes, President  
Attest: Israel Nelson, Secretary.



1391-134

State of Washington,  
County of King )ss

On this 10th day of January, 1929, before me personally appeared Samuel E. Hayes, and Israel Nelson, to me known to be the President and Secretary of San Point Country Club, the corporation, that executed the within and 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.

( E.B.M. Notarial Seal )  
( Com. Ex. May 11, 1932 )

Elvin E. Moline  
Notary Public in and for the State of  
Washington, residing at Seattle.

Filed for record at request of Sand Point Country Club, Jan 10, 1929 at 05 min past 3 P.M.  
George A. Grant, County Auditor.

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2510936

Mount Pleasant Cemetery Company  
To  
Florinda Mitchell

Agreement

PERPETUAL CARE AGREEMENT  
MOUNT PLEASANT CEMETERY COMPANY, 2665  
DEPOSITARY  
SEATTLE NATIONAL BANK

ARTICLES OF AGREEMENT, made and entered into this 25 day of August, 1925, by and between Mount Pleasant Cemetery Company, the party of the first part, and Florinda Mitchell, party of the second part;  
WITNESSETH:

The party of the second part hereby promises and agrees to pay to the Mount Pleasant Cemetery Company the sum of \$30.00 in the manner following:

\$10.00 in cash, receipt whereof is hereby acknowledged, and the balance in annual installments together with interest thereon at the rate of six per cent per annum from date hereof until paid. The income therefrom to be used for the perpetual care and upkeep of lots and plats in the Mount Pleasant Cemetery, and in particular for the care and upkeep of W 18 1/2 ft S 1/2 Lot No. 62 in Section 8 in the replat of Mount Pleasant Cemetery in the City of Seattle, King County, Washington.

In case any installment of principal or interest shall not be paid when the same shall become due such installment and delinquent interest shall bear interest at the rate of twelve per cent per annum. In the event any installment shall not be paid when due, the Superintendent in charge of said Cemetery, shall give to the premises above described such care as under the circumstances shall be just and equitable.

The said Mount Pleasant Cemetery covenants that all sums received by it on the above account shall be deposited with the Seattle National Bank of Seattle, Washington, or its successors in trust, to be held by said Trustee, or its successor or successors for the time being in accordance with the terms and conditions of a certain trust agreement entered into between said Cemetery Company and said Trust Company, a copy of which is printed on the back hereof.

It is further agreed that the Trustee for any time being shall pay to the Cemetery Company, at convenient intervals the income from said trust funds to be used by it for the purposes above specified.

IT IS HEREBY MUTUALLY AGREED that all of the covenants hereof are subject to such laws of the State of Washington, and all such laws and ordinances of Seattle as are now, or may hereafter become in force and effect as affecting or relating to said Mount Pleasant Cemetery Company.

And it is further agreed that the Mount Pleasant Cemetery Company is hereby expressly given the right from time to time, in its discretion without notice to change the trustee hereunder by naming some other bank or trust company as trustee in its stead.

IN WITNESS WHEREOF, the parties to these presents have caused the same to be executed the day and year first above mentioned.

Mount Pleasant Cemetery Company  
By C.H. Bowron Supt 2113-47 Ave. S.W.

ARTICLES OF AGREEMENT made and entered into this first day of December, 1919 by and between the Mount Pleasant Cemetery Company as party of the first part, and the Seattle National Bank as party of the second part:

WHEREAS, The said Cemetery Company is desirous of providing a fund for the perpetual care and upkeep of the Mount Pleasant Cemetery, situate in the City of Seattle, Washington, and the second party is willing to act as custodian of such fund.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That the said first party shall have the right to deposit with the second party from time to time such sums of money as it may elect for the purpose of providing funds, the income from the same to be used for the perpetual care and upkeep of lots and plots