

4934218

THE PLAT OF WOODBRIDGE DIVISION NO. 3 IN SECTION 4, T. 24 N. R. 5 E. W.M.

DESCRIPTION

The plat of Woodbridge Division No. 3 embraces a portion of Section 4, T. 24 N. R. 5 E. W.M. described as follows: Commencing at the Center of said Section 4, the true point of beginning, thence S 89° 39' 30" W along the north line of the plat of Woodbridge Division No. 2 for 239.94 feet; thence S 0° 20' 34" E for 96.13 feet; thence S 88° 49' 20" W for 139.76 feet; thence N 0° 20' 30" W for 93.11 feet; thence N 88° 49' 20" E for 69.16 feet; thence N 3° 16' 40" W for 116.33 feet; thence N 88° 15' 55" E for 28.39 feet; thence N 18° 34' 16" W for 99.45 feet; thence N 88° 15' 55" E for 80.85 feet; thence N 6° 35' 16" W for 28.24 feet; thence N 0° 20' 30" W for 122.50 feet; thence N 88° 15' 55" E for 34.59 feet; thence S 81° 34' 30" W for 145.0 feet; thence N 88° 34' 15" E for 45.0 feet; thence N 0° 20' 30" W for 110.0 feet; thence S 81° 34' 30" W for 586.60 feet; thence S 3° 21' 06" W for 451.51 feet to the easterly margin of the Northern Pacific Railroad right-of-way. Thence angle to the right 156° 24' 30" to become tangent to a curve; thence along the curve to the left, having a radius of 1482.64 feet and consuming an angle of 31° 41' 36" for 118.51 feet; thence along the curve to the left, having a radius of 188.25 feet and consuming an angle of 1° 36' 00" and whose total arc length is 301.28 feet; for an arc dimension of 20.16 feet to the west line of Govt Lot 3 of said Sec. 4, thence N 0° 36' 01" E along the west line of said Govt Lot 3 for 20.16 feet to the southerly margin of the Henry Richards County Road; thence angle to the right 18° 04' 31" to become tangent to a curve; thence on a curve to the left having a radius of 389.26 feet and consuming an angle of 31° 02' for 211.41 feet; thence on a curve to the right having a radius of 114.63 feet and consuming a central angle of 71° 43' for 218.84 feet; thence on a curve to the left having a radius of 389.31 feet and consuming a central angle of 31° 54' for 214.52 feet; thence on a curve to the right having a radius of 925.36 feet and consuming a central angle of 41° 25' for 688.90 feet; thence on a curve to the left having a radius of 508.34 feet and consuming an angle of 15° 30' 22" for 131.51 feet to the north and southerly centerline of said Section 4; thence S 0° 20' 34" E along said centerline of Section 4 for 1988.51 feet to the true point of beginning, EXCEPT the existing County Road, and SUBJECT to an Easement to the City of Seattle for a Power Transmission Line.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that MODERN HOME BUILDERS, INC. a corporation organized and existing under the laws of the State of Washington, owner in fee simple of the tract of land as shown on the plat of Woodbridge Division No. 3, do hereby declare said plat and dedicate to the public for the use of the public forever all street and roads shown thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the Corporate Seal this 23 day of June, 1958.

Robert A. Lawrence
PRESIDENT
MODERN HOME BUILDERS, INC.

ACKNOWLEDGMENT

This is to certify that on this 23 day of June, 1958 personally appeared before me, G. M. Black and E. W. Bishop, Jr. to me known to be the President and Secretary, respectively, of Modern Home Builders, Inc. the corporation that executed to me that they signed and sealed the same as a free and voluntary act and deed of said corporation for the time 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.

G. M. Black
SECRETARY
MODERN HOME BUILDERS, INC.

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which included.

by: *Robert A. Lawrence*
COUNTY CLERK
KING COUNTY, WASHINGTON

Examined and approved this 18 day of August, 1958
Examined and approved this 18 day of August, 1958
Examined and approved this 18 day of August, 1958

Examined and approved this 18 day of August, 1958
Examined and approved this 18 day of August, 1958

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Examined and approved this 18 day of August, 1958

ENGINEERS CERTIFICATE

I, Walton E. Crum, Registered Land Surveyor, do hereby certify that the annexed plat of Woodbridge Division No. 3 is based on an actual survey and subdivision of Section 4, T. 24 N. R. 5 E. W.M., that the courses and distances are correctly shown thereon, that the monuments have been set and the lot and block corners staked correctly on the ground, and that I have fully complied with the provisions of the statutes and platting regulations.

Walton E. Crum
REGISTERED LAND SURVEYOR
SEALED NOTARIAL OFFICE

TREASURERS CERTIFICATE

I hereby certify that all property taxes are paid. There are no delinquent special assessments and all special assessments on any of the property herein contained, dedicated as streets, alleys or for other public uses, are paid in full.

This 17 day of August, A.D. 1958
John T. Fryer
COUNTY TREASURER
KING COUNTY, WASHINGTON

APPROVALS

Examined and approved this 5th day of August, 1958.
Examined and approved this 5th day of August, 1958.
Examined and approved this 5th day of August, 1958.

Examined and approved this 5th day of August, 1958
Examined and approved this 5th day of August, 1958

Examined and approved this 5th day of August, 1958
Examined and approved this 5th day of August, 1958

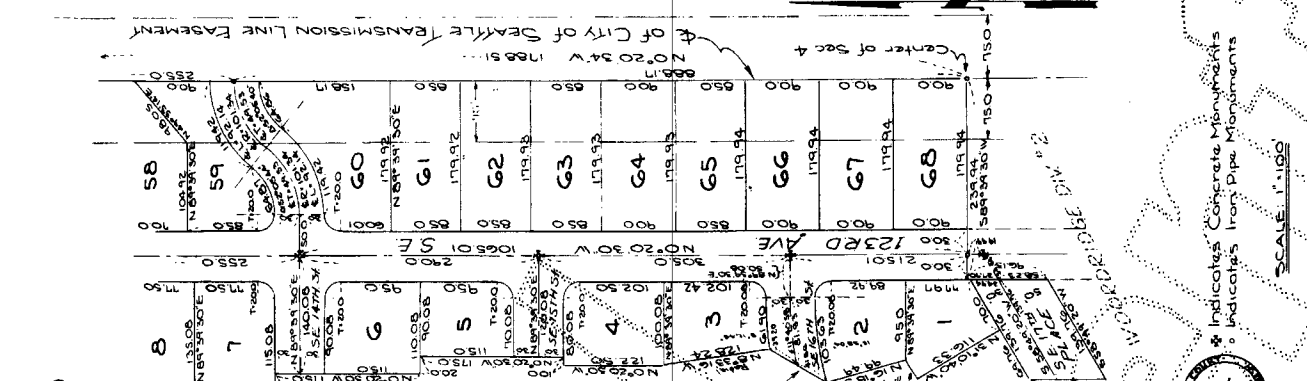
Examined and approved this 5th day of August, 1958
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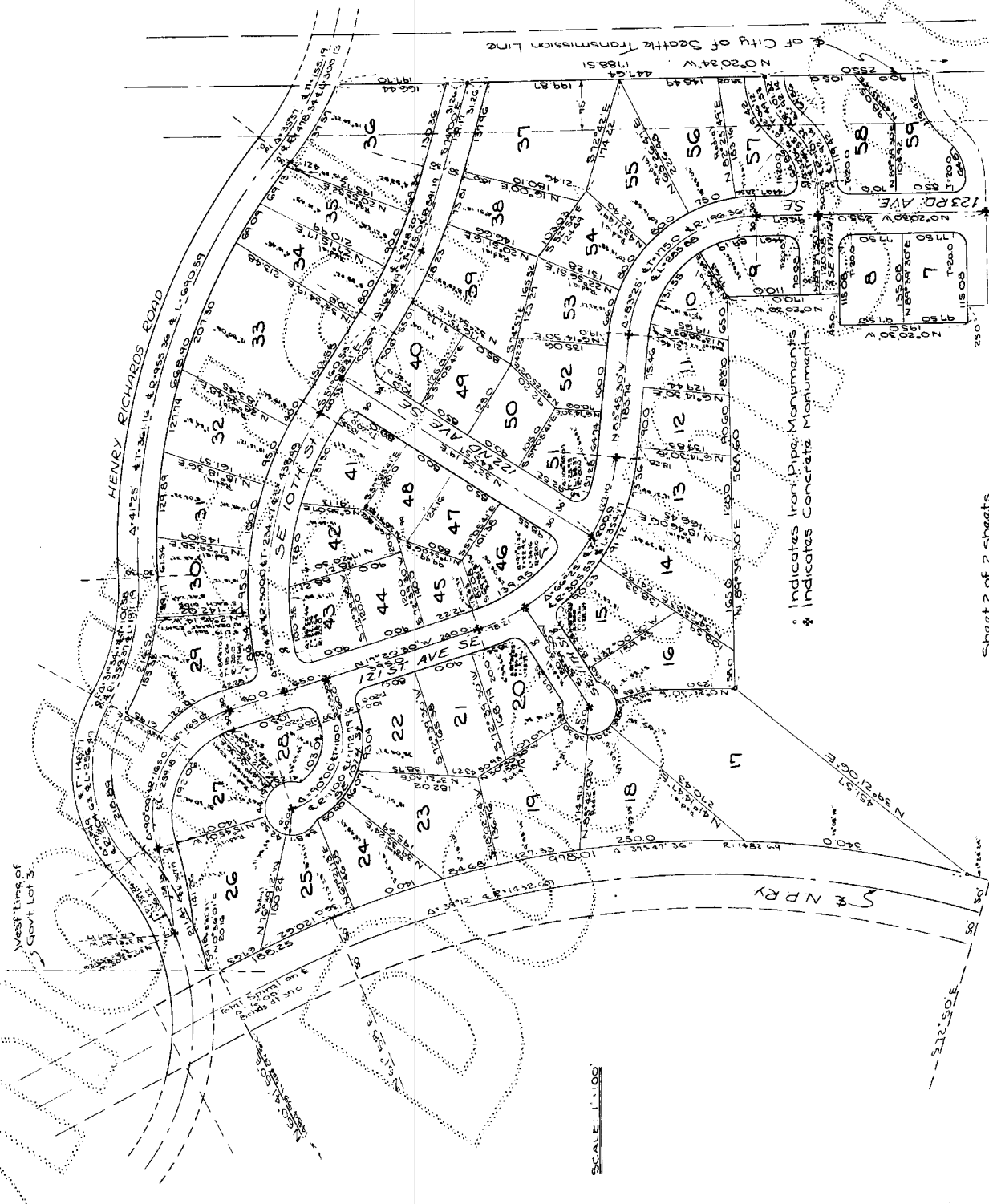
Examined and approved this 5th day of August, 1958
Examined and approved this 5th day of August, 1958

Examined and approved this 5th day of August, 1958
Examined and approved this 5th day of August, 1958



SCALE 1" = 100'
* Indicates Concrete Monuments
% Indicates Iron Pipe Monuments

THE PLAT OF
WOODRIDGE DIVISION N^o 3
 IN SECTION 4, T. 24 N. R. 5 E. W. M.



SCALE 1"=100'

• Indicates Iron Pipe Monuments
 * Indicates Concrete Monuments

4935968

4935968

PROTECTIVE COVENANTS

Woodridge, Division No. 3

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All lots in this tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single family dwelling not to exceed one story in height in the case of non-basement houses, or one story in height above basement, and a private garage for not more than three cars. Height restriction applies only to Lots 1 thru 9 and Lots 59 thru 67. No structure upon any of said property shall have a roof pitch of more than 4½ feet in elevation for each 12 feet of horizontal distance.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No building shall be located nearer than 20 feet to the front lot line or nearer than the minimum County setback line, to the side street. No building, except a detached garage or other outbuilding, located 70 feet from the front lot line, or more, shall be located less than 7½ feet from the eaves, to any side lot line. No dwelling shall be erected or placed on any lot having an area of less than 7,200 square feet, and no lot shall be reduced insize.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

All driveways shall be paved from garage to street paving.

The finish floor level of one house shall not be above or below the floor level of the adjoining house on either side, by more than one-third the distance between the houses. This paragraph applies only to Lots 1 thru 9 and Lots 59 thru 67.

No dwelling shall be permitted on any lot at a cost of less than \$17,000.00, based upon cost levels prevailing on date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet, except in the case of daylight basement structures, in which case the main floor area shall not be less than 1250 square feet. A daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides, and the window area shall be at least 20% of the area of the exposed basement walls.

66X75

Any duplication in plans shall be separated by at least three (3) building sites.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed.

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight months after the date of commencement of construction.

The minimum rear yard shall be 25 feet, which in all cases shall be opposite the narrow side of lot abutting a street.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

An Architectural Control Committee, composed of three members as follows: Donald R. Westlin, Scott T. Norton and Donald H. Healy, shall serve until their successors are appointed and not for a period in excess of one year. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. If, at the end of one year from the date of recording hereof, the first named committee has not been replaced, the then owners of lots in this addition shall appoint three of their number to serve as membership of this Committee.

The Committee's approval, or disapproval, as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and full compliance of the related covenants will be deemed to have been observed. No structure shall be built on any residential lot until the owner shall have submitted to the Architectural Control Committee, two copies each of the Plan and Plot Plan of the structure, and the Architectural Committee shall have the authority and jurisdiction to require such modification in said plot plan and plan as may be necessary to make proposed structure comply with the terms of these protective covenants.

No structure which the Committee disapproves as herein provided shall be built until modified plan or plot plan, as the case may be, has been submitted and approved by the Committee.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from date these covenants are recorded, after which

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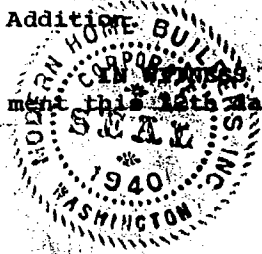
time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

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 estate situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating, or attempt 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.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Modern Home Builders, Inc., the owner of all of the real property in Woodridge, Division No. 3, King County, State of Washington, does hereby declare these Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Addition

WHEREOF, the party hereto has executed this instrument this 12th day of August, 1958.



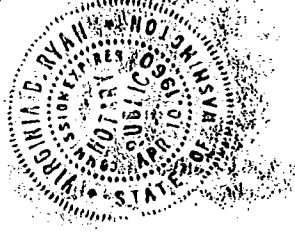
MODERN HOME BUILDERS, INC.

By W. Bishop
Secretary

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this 12th day of August, 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Secretary of 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Virginia B. Ryan
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record Aug. 21 1958 4:30 p.m.
Request of Modern Home Builders, Inc.
ROBERT A. MORRIS, County Auditor

4935968

60/75-76

RECORDED 8-28-58
Auditor's File No. 4935968
as amended by Auditor's File
No. 5441480

WOODRIDGE DIVISION NO. 3

All lots in this tract shall be known and described as residential lots, with the exception of Lots 58 and 59, which will be reserved for a Community Swimming Pool. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single family dwelling not to exceed one story in height in the case of non-basement houses, or one story in height above basement, and a private garage for not more than three cars. Height restriction applies only to Lots 1 thru 9 and Lots 59 thru 67. No structure upon any of said property shall have a roof pitch of more than 4-1/2 feet in elevation for each 12 feet of horizontal distance.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No building shall be located nearer than 20 feet to the front lot line or nearer than the minimum County setback line, to the side street. No building, except a detached garage or other outbuilding, located 70 feet from the front lot line, or more, shall be located less than 7-1/2 feet from the eaves, to any side lot line. No dwelling shall be erected or placed on any lot having an area of less than 7,200 square feet, and no lot shall be reduced in size.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

All driveways shall be paved from garage to street paving.

The finish floor level of one house shall not be above or below the floor level of the adjoining house on either side, by more than one-third the distance between the houses. This paragraph applies only to Lots 1 thru 9 and Lots 59 thru 67.

No dwelling shall be permitted on any lot at a cost of less than \$17,000.00, based upon cost levels prevailing on date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet, except in the case of daylight basement structures, in which case the main floor area shall not be less than 1250 square feet. A daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides, and the window area shall be at least 20% of the area of the exposed basement walls.

Any duplication in plans shall be separated by at least three (3) building sites.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed.

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight months after the date of commencement of construction.

The minimum rear yard shall be 25 feet, which in all cases shall be opposite the narrow side of lot abutting a street.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

An Architectural Control Committee, composed of three members as follows: Donald R. Westlin, Scott T. Norton and Donald H. Healy, shall serve until their successors are appointed and not for a period in excess of one year. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. If, at the end of one year from the date of recording hereof, the first named committee has not been replaced, the then owners of lots in this addition shall appoint three of their number to serve as membership of this Committee.

The Committee's approval, or disapproval, as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and full compliance of the related covenants will be deemed to have been observed. No structure shall be built on any residential lot until the owner shall have submitted to the Architectural Control Committee, two copies each of the Plan and Plot Plan of the structure, and the Architectural Committee shall have the authority and jurisdiction to require such modification in said plot plan and plan as may be necessary to make proposed structure comply with the terms of these protective covenants.

No structure which the Committee disapproves as herein provided shall be built until modified plan or plot plan, as the case may be, has been submitted and approved by the Committee.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing 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 estate situated in said development or 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.

Woodridge Division No. 3 - Auditor's File No. 4935968
as amended by Auditor's File No. 5441480

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Modern Home Builders, Inc., the owner of all of the real property in Woodridge, Division No. 3, King County, State of Washington, does hereby declare these Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Addition.

5441480

5441480

60/75-76

AMENDMENT TO PROTECTIVE COVENANTS

Woodridge Addition, Division No. 3

—00—

WHEREAS, the undersigned are all of the Owners of the lots in Woodridge Addition, Division No. 3, according to plat thereof recorded in volume 60 of plats, pages 75 & 76, records of King County, State of Washington, and

WHEREAS, Protective Covenants for the said Addition and Division were recorded with the King County Auditor on August 28, 1938, under King County Auditor's File No. 4939968,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Owners desire to amend the said Covenants by adding to the first sentence in Paragraph 1 thereof, so that the said first sentence in Paragraph 1 will read:

"All lots in this tract shall be known and described as residential lots, with the exception of Lots 58 and 59, which will be reserved for a Community Swimming Pool."

All other provisions therein shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Owners have signed this Amendment to Protective Covenants on the days set after their respective names, all in January or February, 1962.

FF 23650

Lot 5 Geo W. Easterday
 Lot 3 Geo W. Easterday
 Lot 62 John L. Sand
 Lot 61 John L. Sand
 Lot 95 John L. Sand
 Lot 78 John L. Sand
 Lot 68 John L. Sand
 Lot 79 John L. Sand
 Lot 2 Donald E. Nelson
 Lot 1 Donald E. Nelson
 Lot 3 Donald E. Nelson

John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand
John L. Sand

← additional sheets

Signatures for Amendment to Protective Covenants, Woodridge, Div. 03

5441480

⁶⁰
x Walter E Ludwig
Lot 60

x Jan 3, 1962

STATE OF Washington
County of King

On this 13th day of June A. D. 1962 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared R. W. Bentley, Jr. & Walter E Ludwig, Jr. to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Les W. Easton
Notary Public in and for the State of Washington
residing at Bellevue

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28) .

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5441480

STATE OF Washington
County of King

On this 13 day of June, A.D. 1962, Before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

<u>John N. Nordstrom</u>	<u>Sally B. Nordstrom</u>	<u>Robert A. Powell</u>	<u>Lucille L. Powell</u>
<u>Jack Lind</u>	<u>Geneva Lind</u>	<u>Owen K. King</u>	<u>Luciguela W. King</u>
<u>John h. Griswold</u>	<u>Maxine Griswold</u>	<u>Anne F. Long</u>	
<u>Paul J. Parsons</u>	<u>Maxine G. Parsons</u>	<u>James V. Boling, Jr.</u>	<u>Louise A. Boling</u>
<u>Ray Galante</u>	<u>Karen A. Boyle</u>	<u>David L. Gann</u>	<u>Marjorie L. Gann</u>
<u>Jeanne Galante</u>	<u>Richard Boyle</u>	<u>Robert L. Avery</u>	<u>Jorge Carol Avery</u>
<u>Robert P. McNeil</u>	<u>Helen J. McNeil</u>	<u>Ralph E. Biedal</u>	<u>Jacqueline Biedal</u>
<u>Donald G. Hobbs</u>	<u>Dorothy D. Hobbs</u>	<u>G. Kraft</u>	<u>Eleanor H. Kraft</u>
	<u>Myrna Shapiro</u>	<u>George H. Wood</u>	<u>Jane R. Wood</u>
<u>Norma V. S. Khun</u>	<u>Wa. K. Khun</u>	<u>John L. Hammons</u>	<u>Ann Hammons</u>
<u>M.C. Gompess</u>	<u>Theora Gompess</u>	<u>Maurice L. Hagelgen</u>	<u>Margaret Hagelgen</u>
<u>John R. Steinert</u>	<u>Linda Steinert</u>	<u>Eric Rogers</u>	<u>Priscilla S. Rogers</u>
<u>Ben Sessions</u>	<u>Betty Sessions</u>	<u>R. J. Stollers</u>	<u>Dorothy R. Stollers</u>
<u>W. T. Cavanaugh</u>	<u>Genevieve H. Cavanaugh</u>		

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Leo W. Easterling
Notary Public in and for the State of WASH.
residing at BELLEVUE

STATE OF Washington
County of King

On this 13 day of June, A.D. 19 62, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

Leo W. Easterling and Dolores Easterling
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

C. C. Lawson
Notary Public in and for the State of Washington
residing at Seattle

(Acknowledgment by Individual - Washington Title Insurance Company - Form I. 20)

(Acknowledgment by Corporation - Washington Title Insurance Company - Form L. 20)

5141480

John H. ...
Lot 12

Thomas C. ...
Lot 13

John R. Stewart
Lot 20

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Lot 18

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Lot 16

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Lot 14

Robert A. Powell
Lot 73

...
Lot 25

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Lot 28

James V. ...
Lot 78

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Lot 47

Robert L. ...
Lot 46

Ralph E. ...
Lot 51

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Lot 7

...
Lot 33

John L. ... Lot 13

Maurice J. ... Lot 53

... Lot 10

... Lot 67

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