

66/67

5278081

DATED: April 26, 1961
RECORDED: April 28, 1961

Auditor's file No. 5278081

Highland Development Company,
a Washington corporation.

WOODRIDGE DIVISION NO. 9.

These restrictive mutual easements and other conditions of the said plan or scheme shall attach to and pass with the said real property and each of them or their heirs, executors, administrators or assigns shall violate or attempt to violate any of the provisions of these restrictive mutual easements of Woodridge Division No. 9, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in Woodridge Division No. 9, King County, Washington, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing or to recover damages or other compensation 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. These restrictive mutual easements shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as the "protective mutual covenants of Woodridge Division No. 9."

GENERAL PROVISIONS

All of the lots in Woodridge Division No. 9 shall be designated as "residence lots." A building site shall consist of at least (a) one such resident lot or more as shown on said plat herein, (b) a parcel composed of such resident lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of the lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon the property of Woodridge Division No. 9 except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site, other than a single, detached dwelling house, except that appurtenances to any dwelling house, such as private garages, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

No building may be erected on any of the said building sites containing less than 1000 square feet of floor area exclusive of garages, garden houses and other appurtenances mentioned above. No building of the Daylight Basement or Tri-Level type may be erected on any of said building sites containing less than 1000 square feet of floor area on one level, exclusive of garages, garden houses and other appurtenances mentioned above. However, in the case of a two story house, and in such case the minimal ground floor area (as herein defined) shall be not less than 1000 square feet.

No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 the minimum permitted dwelling size.

In no case shall any ridge or peak be more than 25 feet above the high point of the finished grade of said lot. No dwelling house or any part thereof or any other structure, except as herein specified, exclusive of fences and similar structures shall be placed nearer than 20 feet to or from the street line of the building site on which it is located, measured at the closest point of said structure to the said front or street line, nor shall any building or structure be placed closer than 5 feet to any lot side line. Garages shall be attached to the houses whenever possible. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No building shall be located on any lot nearer than 20 feet to the front line or nearer than 10 feet to any side street line.

All buildings to be erected in Woodridge Division No. 9, shall be approved by the Highland Development Co.

As to all improvements, construction and alteration in Woodridge Division No. 9, the said company shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which is not suitable or desirable in said addition for any reason aesthetic or otherwise, and in so passing upon such design, the Highland Development Co. shall have the right to take into consideration the suitability of the proposed 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 with other dwellings therein with the surroundings and the effect on the outlook of the adjacent or neighboring property and any and all other factors which in their opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

The Highland Development Company's approval or disapproval as required in these covenants shall be in writing. In the event the Highland Development Co. or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be not required and the related covenants shall be deemed to have been fully complied with.

No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat, except a new prefabricated structure, of a kind and type approved as stipulated. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon. No trailers shall be kept upon said property except inside of garages.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within 6 months from the date of commencement of construction, unless prevented by causes beyond the owner's control.

No noxious or undesirable thing or undesirable use of the property shall be permitted on said property or in said addition.

No trash, ashes or other refuse may be thrown or dumped on any lot of said addition.

No fowl or animal other than song birds (2) dogs or (2) cats shall be kept upon any of the property in said addition.

Driveways shall be blacktopped from street edge to property line by builder of residence.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Washington State Health Authorities. Approval of such system as installed shall be obtained from such authority.

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the King County Sanitation Department. Approval of such system as installed shall be obtained from such authority.

These restrictive covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until June 1, 1975, at which time said covenants shall be automatically extended for subsequent periods of ten years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs, executors, administrators or assigns shall violate or attempt to violate any of the provisions of these restrictive mutual easements of Woodridge Division No. 9, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in Woodridge Division No. 9, King County, Washington, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing or to recover damages or other compensation 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. These restrictive mutual easements shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as the "protective mutual covenants of Woodridge Division No. 9."

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5276670

WOODRIDGE DIVISION NO. 9

KING COUNTY, WASHINGTON
SECTION 4, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.

DESCRIPTION

That portion of the southwest quarter of the northeast quarter of Section 4, Township 24 North, Range 5 East, W.M., described as follows:
Beginning at the southeast corner of Lot 4, Block 5, Woodridge Division No. 7, as recorded in Volume 60 of Plats, page 87, Records of King County, Washington; Thence N 0°20'34"W 91.16 feet; thence S 75°05'20"E 59.55 feet; thence S 68°06'42"E 174.47 feet; thence S 61°17'50"E 76.43 feet; thence S 47°51'30"E 74.46 feet; thence S 34°35'41"E 74.46 feet; thence S 22°29'46"E 61.36 feet; thence S 17°02'00"E 293.82 feet; thence S 28°30'59"E 60.30 feet; thence S 07°15'57"W 53.26 feet; thence N 61°26'00"W 40.00 feet to the beginning of a circular curve to the left having a radius of 70.20 feet which bears S 28°34'00"W; thence along said curve, 55.87 feet to the easterly margin of 127TH Avenue Southeast and the northerly margin of Southeast 14TH Street to the Point of Beginning. (127TH Avenue Southeast and Southeast 14TH Street are delineated on the Plats of Woodridge No. 7 and Woodridge No. 8 as 126TH Avenue Southeast and Southeast 13TH Street.)

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 located

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of public forever, all avenues and easements shown hereon, and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the avenues shown hereon.
IN WITNESS WHEREOF we have set our hand and seals this 18th day of April, 1961.

HIGHLAND DEVELOPMENT CO, a Washington corporation

B.A. VanEten Sr.
B.A. VanEten Sr., President

W. Lennox Scott
W. Lennox Scott, Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON }
COUNTY OF KING } SS

THIS IS TO CERTIFY that on this 18th day of April, 1961, before me the undersigned, a Notary Public, personally appeared B.A. VanEten Sr. and W. Lennox Scott, known to me to be the president and secretary respectively, of the Highland Development Co., the corporation that executed the foregoing dedication, and who acknowledged to me that they signed and sealed the same as their free and voluntary act and deed of the 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 hereto affixed is the corporate seal of said corporation.
WITNESS my hand and official seal hereto affixed the day and the year in this certificate first above written.

Raymond C. Baumgardner
Notary Public in and for the State of Washington residing in Seattle

ENGINEER'S CERTIFICATE

I hereby certify that the plat shown hereon is based on an actual survey and subdivision of Section 4, Township 24 North, Range 5 East, W.M. That the distances and bearings are shown hereon correctly, that the monuments will be set and the lot and block corners staked correctly on the ground, that I have fully complied with the statutes and with the regulations governing platting.

John B. Dods
John B. Dods, Certificate No. 4063, Renewal No. 5140061700

APPROVALS

PLANNING COMMISSION

I hereby certify that the plat complies with the conditions set forth by King County Planning Commission and is duly approved this 21st day of April, 1961.

Edward B. Sand
Planning Officer

COUNTY COMMISSIONERS

Examined and approved this 24th day of April, 1961.

Howard Odell
Chairman

Ralph Q. Stender
Deputy Chair

COUNTY ENGINEER

Examined and approved this 19th day of April, 1961.

SIGNATURES ILLEGIBLE DUE TO USE OF COLORED INKS

County Engineer

TREASURER'S 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, or for other public use, are paid in full this 24th day of April, 1961.

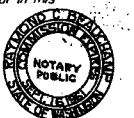
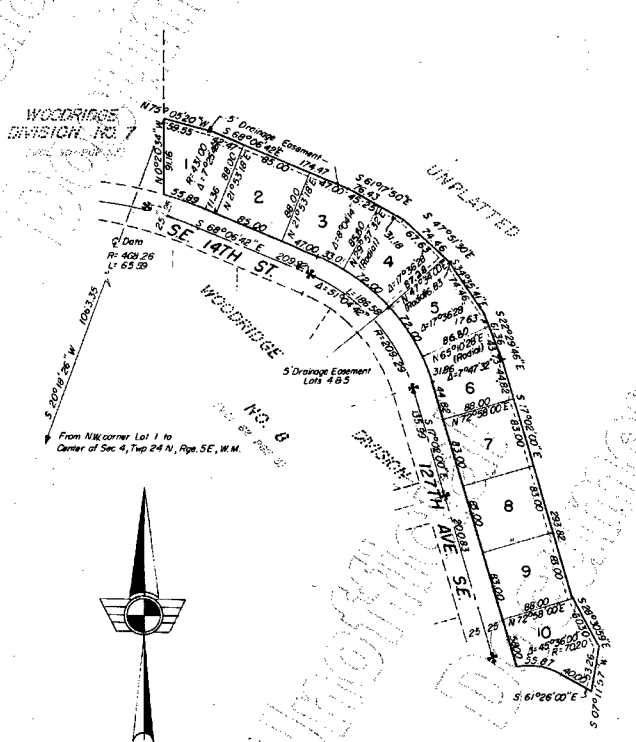
A.A. Tremper
By *A.A. Tremper*
Deputy County Treasurer

RECORDING CERTIFICATE

5276670
Filed for record at the request of the King County Commissioners this 25th day of April, 1961, at 2.2 minutes past 9:00 A.M., and recorded in Volume 66 of Plats, page 67, records of King County, Washington.

M.R. Williams
Deputy County Auditor

Robert A. Morris
County Auditor



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

Raymond C. Baumgardner
Notary Public in and for the State of Washington residing in Seattle

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John B. Dods, Certificate No. 4063, Renewal No. 5140061700

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Planning Officer

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Examined and approved this 24th day of April, 1961.

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Chairman

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Deputy Chair

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A. A. Tremper

A.A. Tremper
Deputy County Treasurer

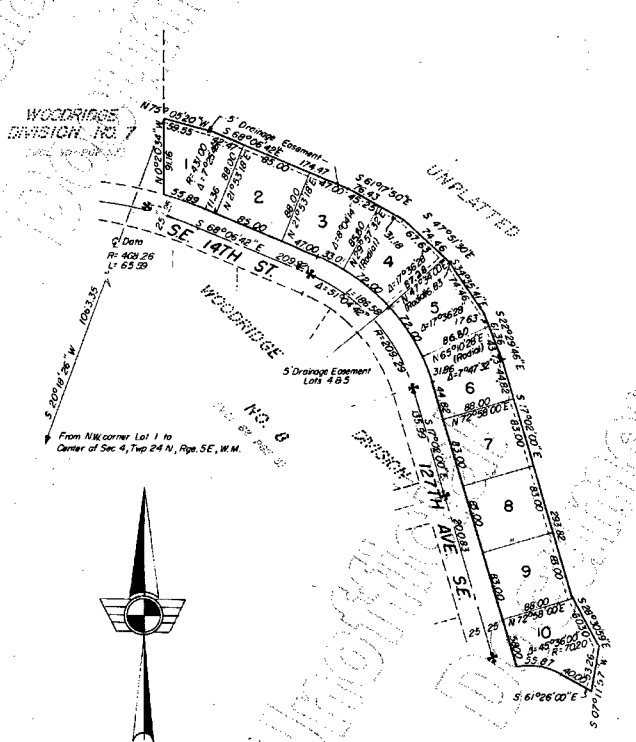
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M.R. Williams
Deputy County Auditor

Robert A. Morris
County Auditor



SCALE: 1 in. = 100 ft.
K.C.A.S.



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GENERAL PROVISIONS

All of the lots in Woodridge Division No. 9 shall be designated as "residence lots." A building site shall consist of at least (a) one such resident lot or more as shown on said plat herein, (b) a parcel composed of such resident lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of the lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon the property of Woodridge Division No. 9 except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site, other than a single, detached dwelling house, except that appurtenances to any dwelling house, such as private garages, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

No building may be erected on any of the said building sites containing less than 1000 square feet of floor area exclusive of garages, garden houses and other appurtenances mentioned above. No building of the Daylight Basement or Tri-Level type may be erected on any of said building sites containing less than 1000 square feet of floor area on one level, exclusive of garages, garden houses and other appurtenances mentioned above. However, in the case of a two story house, and in such case the minimal ground floor area (as herein defined) shall be not less than 1000 square feet.

No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 the minimum permitted dwelling size.

In no case shall any ridge or peak be more than 25 feet above the high point of the finished grade of said lot. No dwelling house or any part thereof or any other structure, except as herein specified, exclusive of fences and similar structures shall be placed nearer than 20 feet to or from the street line of the building site on which it is located, measured at the closest point of said structure to the said front or street line, nor shall any building or structure be placed closer than 5 feet to any lot side line. Garages shall be attached to the houses whenever possible. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No building shall be located on any lot nearer than 20 feet to the front line or nearer than 10 feet to any side street line.

All buildings to be erected in Woodridge Division No. 9, shall be approved by the Highland Development Co.

As to all improvements, construction and alteration in Woodridge Division No. 9, the said company shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which is not suitable or desirable in said addition for any reason aesthetic or otherwise, and in so passing upon such design, the Highland Development Co. shall have the right to take into consideration the suitability of the proposed 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 with other dwellings therein with the surroundings and the effect on the outlook of the adjacent or neighboring property and any and all other factors which in their opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

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No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat, except a new prefabricated structure, of a kind and type approved as stipulated. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon. No trailers shall be kept upon said property except inside of garages.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within 6 months from the date of commencement of construction, unless prevented by causes beyond the owner's control.

No noxious or undesirable thing or undesirable use of the property shall be permitted on said property or in said addition.

No trash, ashes or other refuse may be thrown or dumped on any lot of said addition.

No fowl or animal other than song birds (2) dogs or (2) cats shall be kept upon any of the property in said addition.

Driveways shall be blacktopped from street edge to property line by builder of residence.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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If the parties hereto, or any of them or their heirs, executors, administrators or assigns shall violate or attempt to violate any of the provisions of these restrictive mutual easements of Woodridge Division No. 9, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in Woodridge Division No. 9, King County, Washington, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing or to recover damages or other compensation 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. These restrictive mutual easements shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as the "protective mutual covenants of Woodridge Division No. 9."

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