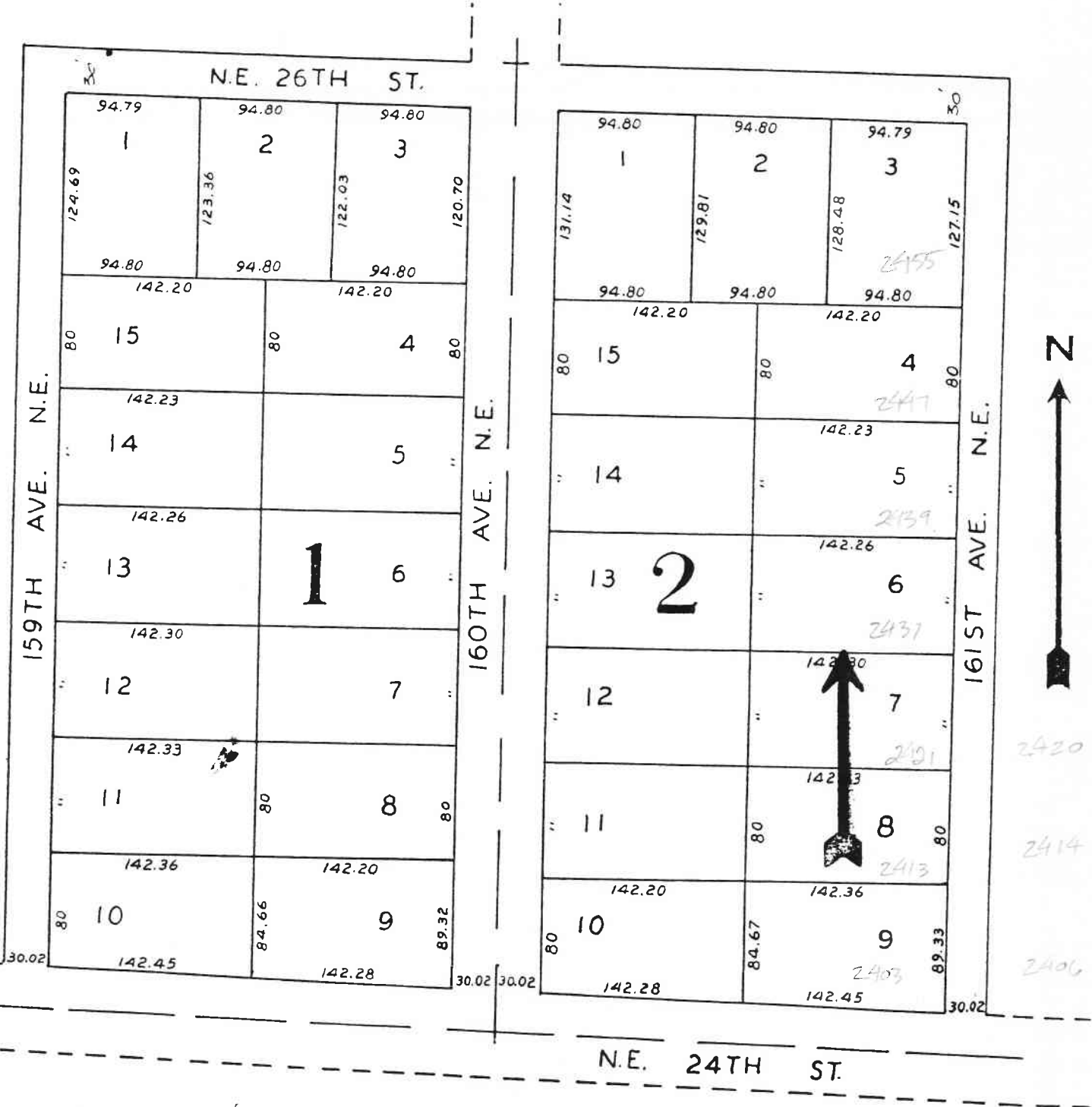


This sketch is not based upon a survey of the property described in Order No. \_\_\_\_\_ of Chicago Title Insurance Company, It is furnished without charge solely for the purpose of assisting in locating the said premises. It does not purport to show all roads or easements, The Company assumes no liability for inaccuracies therein,



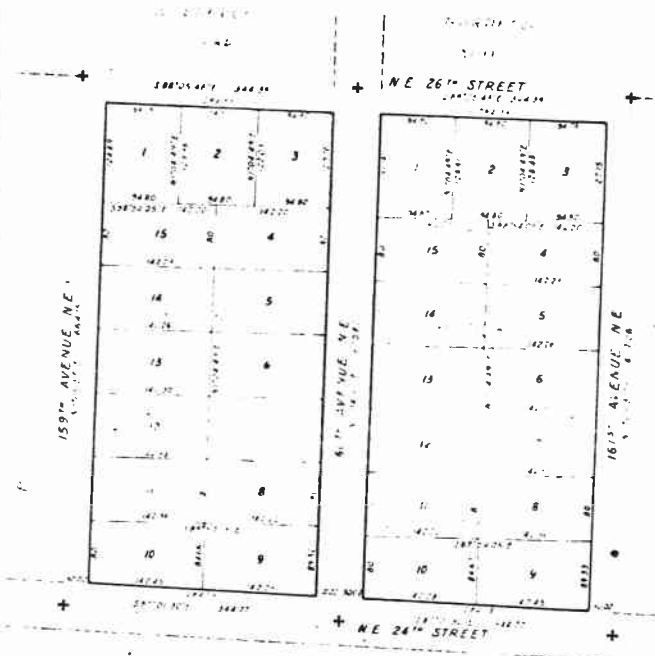
Sherwood Forest -  
Division 1

ALL LOT DIMENSIONS ARE  
ACCORDING TO PLAT; EXCEPT  
WHERE OTHERWISE INDICATED.

# SHERWOOD FOREST - DIVISION I

## KING COUNTY, WASHINGTON

### SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W. M.



#### DESCRIPTION

This plat of SHERWOOD FOREST - DIVISION I comprises the following described land: The east half of Tract 14 and the west half of Tract 15 of Bellevue Gardens Third Addition, according to the plat recorded in Volume 21 of Plats, page 72 Records of King County, Washington.

#### 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 stated on the plat. All lots in this plat are restricted to R-1 use, governed by and subject to restrictions, rules and regulations of the King County Zoning Resolution No. 11373 and subsequent changes thereto by official county resolution. Approval for 750 gallon septic tank, to be installed with a minimum of 180 lineal feet of drain tile, and in accordance with specifications of the King County Health Department, is required for each individual lot.

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the undersigned owners in fee simple of the land hereby ceded, hereby declare this plat and dedicate to the use of the public forever, all streets, avenues and easements shown hereon, and the use thereon for all public 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 streets and avenues shown hereon.

IN WITNESS WHEREOF we have set our hand and seals this 14th day of March, 1955.

MODERN HOME BUILDERS, INC., a Washington corporation

G. O. Medcock  
PRESIDENT

H. W. Bishop  
SECRETARY

HIGHLAND DEVELOPMENT CO., a Washington corporation

G. A. Van Elten, Sr.  
PRESIDENT

W. Lennar Scott  
SECRETARY



#### ACKNOWLEDGMENTS

STATE OF WASHINGTON } SS  
COUNTY OF KING

THIS IS TO CERTIFY that on this 14th day of March, 1955 before me the undersigned, a Notary Public, personally appeared G. O. Medcock and H. W. Bishop, Jr., known to me to be the president and secretary, respectively, of Modern Home Builders, Inc., 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 affixed is the Corporate seal of the said corporation.

IN WITNESS whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Virginia E. Ryan  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT



STATE OF WASHINGTON } SS  
COUNTY OF KING

THIS IS TO CERTIFY that on this 14th day of March, 1955 before me the undersigned, a Notary Public, personally appeared B. A. Van Elten, Sr., and W. Lennar Scott, known to me to be the president and secretary, respectively, of 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 affixed is the Corporate seal of the said corporation.

IN WITNESS whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

David E. Smith  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT



#### 4573679 RECORDING CERTIFICATE

Filed for record at the request of the Board of County Commissioners this 17th day of MAY, 1955, at 2:10 p.m. 1955, and recorded in Volume 55 of Plats, page 35, Records of King County, Washington.

W. H. Williams  
DEPUTY COUNTY AUDITOR

Robert A. D. Davis  
COUNTY AUDITOR

#### ENGINEER'S CERTIFICATE

I hereby certify that this plat of SHERWOOD FOREST - DIVISION I is based on an actual survey and subdivision of Section 23, Twp 25 N., R. 5 E., W. M. That the distance and courses are shown hereon correctly, that the monuments have been set and the lot and block corners staked correctly on the ground, that I have fully complied with the provisions of the statutes and with the regulations governing platting.

John B. Don, Sr.  
John B. Don, Sr., Cert. No. 4083, REAL SURVEYOR



#### APPROVALS

I hereby certify that the within plat of SHERWOOD FOREST - DIVISION I is hereby duly approved by the King County Planning Commission, this 12th day of MAY, 1955.

Chairman: [Signature] Secretary: [Signature] Clerk: [Signature]

Examined and approved this 12th day of May, 1955. Chairman, Board of County Commissioners: [Signature] Clerk, Board of County Commissioners: [Signature]



Examined and approved this 9th day of May, 1955. [Signature] King County Engineer

#### TREASURER'S CERTIFICATE

I hereby certify that all property taxes due and there are no delinquent assessments and all special assessments certified in this office for collection on any of the property herein contained dedicated as streets, or for other public use, are paid in full, this 12th day of May, 1955.

[Signature] King County Treasurer [Signature] Deputy County Treasurer



SCALE 1" = 100' KING COUNTY, WASHINGTON

SHERWOOD FOREST DIVISION ONE

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 and every part and parcel thereof. 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 Sherwood Forest Addition, King County, Washington, it shall be lawful for any other person or persons owning any real property situate in Sherwood Forest Addition, 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 or them 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 same as "protective mutual covenants of Sherwood Forest".

GENERAL PROVISIONS

All of the lots in Sherwood Forest Addition 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 be 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 Sherwood Forest Addition, 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 with the building limits hereinafter set forth.

No building may be erected on any of said building sites containing less than 1400 square feet of floor area exclusive of garages, garden houses, and other appurtenances mentioned above. No dwelling shall be permitted on any lot at a cost of less than \$13,750.00 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

(Continued)

date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

Only One-story and Tri-level dwellings shall be permitted but in no case shall any ridge or peak be more than 20 feet above the high part 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 part of a structure to the said front or street line, nor shall any building or structure be placed closer than 5 feet of any lot side line. Garages shall be attached to the houses whenever possible. No dwellings shall be located on an 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 20 feet to any side street line. Notwithstanding a water storage tank may be erected on Lot 2, Block 2, Sherwood Forest Division 1, at option of Highland Development Co.

APPROVAL OF PLANS

All buildings to be erected in Sherwood Forest Addition shall be approved by the Highlands Development Co.

As to all improvements, construction and alteration in Sherwood Forest Addition, said company shall have 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 the opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

PROCEDURE

The Highland Development Co'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 not be required and the related covenants shall be deemed to have been fully complied with.

MOVING OF BUILDINGS; CONSTRUCTION OF OUTBUILDINGS.

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.

(Continued)

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.

#### PROSECUTION OF CONSTRUCTION WORK

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 appearances, including finished painting within 6 months from date of commencement of construction, unless prevented by causes beyond the owners control.

#### NOXIOUS USE OF PROPERTY

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

#### REFUSE DISPOSAL AND STORAGE OF MATERIAL

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

#### ANIMALS

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

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

#### BATHROOM SINK AND TOILET CONVENIENCES.

All bathroom, sink and toilet conveniences shall be inside of the house or building and shall be connected by under ground pipes with a private septic tank of a depth and type of construction approved by King County and State of Washington Health Authorities. The drains from said septic tank shall be kept within the building limits of each tract as hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authorities.

#### SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot,

(continued)

one sign of not more than 5 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.

#### WATER SUPPLY

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.

#### RESTRICTIONS ON AREA WITHIN 100-FOOT RADIUS OF WELL.

In order to protect the water supply system against pollution, no source of pollution may be located within 100 feet of the water supply well. This restriction, required and enforced by the Washington State Department of Health prohibits any use which may contribute pollution to the ground, such as septic tanks, drain-fields, seepage pits, etc. This restriction affects Lots 1 to 4 inclusive, and Lot 15, Block 2, Sherwood Forest Division 1, as follows:

Lot 1,- all land lying within 100 feet of the existing well. (maximum measurement is east 55 feet of said Lot)

Lot 2,- entire lot.

Lot 3,- All lands lying within 100 feet of the existing well. (maximum measurement is West 50 feet of said lot)

Lot 4,- All land lying within 100 feet of the existing well. (maximum measurement is the North 15 feet of the West 50 feet of said lot)

Lot 15,- All land lying within 100 feet of the existing well. (maximum measurement is the north 15 feet of the east 52 feet of said lot)

This restriction shall remain in effect for as long as the well (located on Lot 2) is in service and furnishing domestic water supplies. This restriction shall be automatically voided at such time as the said well is permanently taken out of service.

#### SEWAGE DISPOSAL

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 King County Sanitation Dept. Approval of such system as installed shall be obtained from such authority.

#### TERMS OF RESTRICTIONS

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 10 years unless

(Continued)

the owners of said lots by a majority vote agree to change said covenants in whole or in part.

**ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

**SEVERABILITY**

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.

\* \* \*



SHERWOOD FOREST

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 and every part and parcel thereof. 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 Sherwood Forest Addition, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in Sherwood Forest Addition, 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 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 Sherwood Forest.

General Provisions:

All of the lots in Sherwood Forest Addition shall be designated as residential lots. A building site shall consist of at least

- (a) one such residential lot or more as shown on said plat herein;
- (b) a parcel composed of such residential 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 Sherwood Forest Addition 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 1400 square feet of floor area exclusive of garages, garden houses and other appurtenances mentioned above.

No dwelling shall be permitted on any lot at a cost of less than \$13,750.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 stated cost herein for the minimum permitted dwelling size.

Only one story and tri-level dwellings shall be permitted but in no case shall any ridge or peak be more than 20 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 close-

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est point of said structure to the said front or street line, nor shall any building or structure be placed closer than 5 feet of 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 dwelling shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to any side street line.

Approval of Plans:

All buildings to be erected in Sherwood Forest Addition shall be approved by the Highland Development Co.

As to all improvements, construction and alteration in Sherwood Forest Addition, 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 to the effect on the outlook of the adjacent or neighboring property and any and other factors which in their opinion shall affect the desirability or suitability of proposed structure, improvements or alterations.

Procedure:

The Highland Development Co.'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 not be required and the related covenants shall be deemed to have been fully complied with.

Moving of buildings; Construction of outbuildings:

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 any 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.

Prosecution of construction work:

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 finishing painting, within 6 months from the date of commencement of construction unless prevented by cause beyond the owners' control.

Noxious use of property:

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

Refuse disposal and storage of material:

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

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Driveways:

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

Bathroom, Sink and Toilet Conveniences:

All bathroom, sink and toilet conveniences shall be inside of house or building and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by King County and State of Washington Health Authorities. The drains from said septic tank shall be kept within the building limits of each tract hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a street, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authorities.

Signs:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 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.

Water Supply:

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.

Sewage Disposal:

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.

Terms of Restrictions:

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 10 years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or in part.

Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Severability:

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

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