DECLARATION OF PROTECTIVE RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That DOUGLAS N. FUGITT and DORA LEE FUGITT, his wife, being the owners of

Tract 269 C. D. Hillman's Lake Washington Garden of Eden, Division No. 4, and the east one-half of Tract 287 C. D. Hillman's Lake Washington Garden of Eden, Division No. 4, and King County, Washington.

and BENJAMIN FUGITT and MARY K. FUGITT, his wife, being the owners of

The west one-half of Tract 287 of C. D. Hillman's Lake Washington Garden of Eden Division No. 4, EXCEPTING therefrom the south 280 feet thereof, King County, Washington.

and EDWARD P. FUGITT, a single man, being the owner of

The south 280 feet of the west one-half of Tract 287, C. D. Hillman's Lake Washington Garden of Eden, Division No. 4, King County, Washington.

and believing it to be advantageous that the restrictive covenants and easements hereafter set forth be established to each and all of the foregoing properties do hereby, make, establish and declare the following restrictive covenants and easements on the following described real estate, to-wit:

Tracts 269 and 287, C. D. Hillman's Lake Washington, Garden of Eden, Division No. 4, according to plats thereof recorded in volume 11 of plats at page 82, records of King County, Washington.

These covenants, restrictions and easements are hereby declared to be impressed upon and to run with the land hereinabove described and shall be binding upon all parties and all persons except that the restrictions herein shall be binding until December 31st, 1971 at which time said restrictions shall be extended for successive periods of ten years automatically unless by a vote of a majority of the then owners of the lots in said Tracts it is agreed to change the said restrictions in whole or in part.

If the parties hereto, or any of them, or their heirs, personal representatives, 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 portion of the above described property to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation; Provided, however that the making of this Declaration shall not obligate the parties hereto, nor any of them, to enforce the terms of this Declaration.

Page One.
other than to see that any and all contracts and instruments of
conveyance executed by the parties hereto with respect to said
described real property or any portion thereof shall be subject to
the covenants hereof and the parties hereto shall not become nor
be liable for breach of any of said covenants by any one else.

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

(a) All lots in the Tracts shall be known and described
as residential lots and 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 two
stories in height and a private garage for not more than two cars.

(b) Until such time as sewer connections are available,
each residence or improvement shall be equipped and connected with
a septic tank which shall meet all requirements of the State Health
authorities. No cesspools or outside toilets shall be permitted.

(c) 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.

(d) No persons of any race other than the Caucasian or
White race shall use or occupy any building or lot, except that
this covenant shall not prevent occupancy by domestic servants of
a different race domiciled with an owner or tenant.

(e) No trailer, basement, tent, shack, garage, barn or
other outbuilding erected on the above described real estate shall
at any time be used as a residence temporarily or permanently, nor
shall any structure of a temporary character be used as a residence.

(f) No dwelling costing less than $2,500.00 shall be
permitted on any lot in the above described property; the ground
floor area of the main structure, exclusive of one story open
porches and garages, shall be not less than eight hundred square
feet.

(g) No structure shall be moved on to any lot unless it
shall conform to and be in harmony with existing structures on
said above described property.

(h) Trees or shrubs grown on any lot shall not be allowed
to exceed 15 feet in height if obstructing the view from any other
lot in the above described tracts.

(i) A perpetual easement is reserved over the west forty-
two feet of the east 147 feet of tract 297 of the above described
property, for driveway and roadway purposes and means of ingress
and egress to be used jointly by all abutting property owners in
the above described premises and for the construction, installation,
use, repair, operation and maintenance of public utilities such as
telephone, light, power, electric transmission and distribution
and water when and if deemed necessary, provided that the easement
for public utilities shall not extend above the ground in any manner
so as to interfere with driveway or roadway purposes, except on the
east six feet and/or the west six feet of said forty-two foot strip
above referred to.
(j) A perpetual easement is reserved over the east forty two feet of the west one hundred forty seven feet of tract 269 of the above described property for driveway and roadway purposes and means of ingress and egress to be used jointly by all abutting property owners in the above described premises, and for the construction, installation, use, repair, operation and maintenance of public utilities such as telephone, light, power, electric transmission and distribution and water when and if deemed necessary provided that the easement for public utilities shall not extend above the ground in any manner so as to interfere with driveway or roadway purposes except on the east six feet and/or the west six feet of said forty two strip above referred to.

(k) A perpetual easement is reserved over the south twenty feet of the east one hundred forty seven feet and the south twenty feet of the west one-half of tract 269 for driveway and roadway purposes and means of ingress and egress, to be used in conjunction with the use of and to connect the roadways hereinabove referred to; said easement to be also subject to the construction, installation, use, repair, operation and maintenance of such public utilities hereinabove referred to in the two preceding paragraphs when and if deemed necessary.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands this 18th day of February, 1947.

Douglas M. Fugitt

Mary M. Fugitt

Edward P. Fugitt

STATE OF WASHINGTON

COUNTY OF KING

On this 18th day of February, 1947, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOUGLAS M. FUGITT and DORA LEE FUGITT, his wife, BENJAMIN FUGITT and MARY K. FUGITT, his wife, and EDWARD P. FUGITT, a single man, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

I, under my hand and official seal this 18th day of February, 1947

Notary Public in and for the State of Washington, residing at Seattle.
CRESTO VIEW ADD.
A RE-PLAT OF TRACTS IN SEC. 5
T23N - R5E - W.M.

JUNE 1947

SNAULDING & MAY
ENGINEERS SURVEYORS
RENTON

DESCRIPTION
This plat of CRESTO VIEW ADDITION embraces all of
Tracts 269 and 287 of G.D. Hillman's Lake Washington
Garden of Eden Division No. 4 located in Section 5, Town-
ship 23 North, Range 5 East, W.M., as recorded in Volume
II, Page 82 of Plats, Records of King County, Washington;
and is a re-plat of the above tracts.

DEDICATION
KNOW ALL MEN BY THESE PRESENTS that we, the
under-signed, Douglas N. Fugitt and Dora Lee Fugitt, his
wife, Benjamin F. Fugitt, his wife, Mary K. Fugitt, his wife,
and Edward P. Fugitt, owners in fee simple of the land
hereby platted, hereby declare this plat and dedicate
the use of the public forever all streets and avenues
shown herein and the use thereof for all public purposes;
also the right to make all necessary streets and ills on
the lots, blocks or parcels of land shown, and in the
reasonable grading of all streets and avenues shown herein.

IN WITNESS WHEREOF we have hereunto set our hands
and seals this 20 day of June, A.D. 1947.

DOUGLAS N. FUGITT
DORA LEE FUGITT
BENJAMIN F. FUGITT
MAY K. FUGITT
EDWARD P. FUGITT

ACKNOWLEDGMENT
STATE OF WASHINGTON
COUNTY OF KING

THIS IS TO CERTIFY that on this 20 day of June,
A.D. 1947, before me, the undersigned, a Notary Public,
personally appeared Douglas N. Fugitt and Dora Lee
Fugitt, his wife, Benjamin F. Fugitt and Mary K. Fugitt, his
wife, and Edward P. Fugitt, to me known to be the per-
sons who executed the foregoing dedication, and who
acknowledged to me that they signed and sealed the same
as their free and voluntary act and deed for the uses
and purposes therein mentioned.

WITNESS my hand and official seal the day and year
first above written.

U. M. M.
Notary Public in and for the State
of Washington, residing at

I hereby certify that this plat of CRESTO View Add. is
based upon an actual survey and subdivision of Tracts
269 and 287 of G.D. Hillman's Lake Washington Garden of
Eden Division No. 4; that the distances, courses and angles
are shown herein correctly; that the monuments have
been set and lot and block corners staked correctly on
the ground; that I have fully complied with the provisions
of the statutes and the platting regulations.

Certificate No. 1546. Renewal No. 9-57670.