

DECLARATION OF PROTECTIVE RESTRICTIONS

5138773

KNOW ALL MEN BY THESE PRESENTS: That Donald N. McDonald, Jr. and Beverlee Jean McDonald, his wife, owners of the following described real property:

Lots 1, 2, 3, 4, 5 and 6, Block 1 and Lots 1, 2, 3, 4, 5 and 6, Block 3, all in McDonald's Woodridge Glen Addition as recorded in Volume 62 of Plats, page 73, records of King County, Washington

and Coast Mortgage & Investment Company, a Washington corporation, mortgagees of record of the above described real property, do hereby declare the following Protective Restrictions, conditions, covenants and reservations as established pertaining to all of the property hereinbefore described:

1. All lots described herein shall be known and described as residential lots.

2. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 (including land and improvements) 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.

3. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and one private garage for not more than two cars in architecture harmonious with dwelling.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding on a residential lot 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, nor shall any trailer, tent, shack, barn or other outbuilding be kept or maintained on any of the lots, whether used as a residence or not, except by a builder for temporary construction purposes.

5. No well for the production of oil, gas or water will be permitted; excavations will be permitted only in connection with construction of a residence as required herein.

6. No dwelling shall be permitted on any residence lot unless the ground floor area of the main structure, exclusive of open porches and garages, shall be: not less than 1100 square feet in the case of a one-story structure, not less than 950 square feet in the case of a two-story structure.

7. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within nine months from the date of commencement of construction and shall be connected to septic tanks or public sewer. Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health, and local governmental authorities.

- 1 -

2 additional sheets

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8. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet area advertising the property for sale or rent.

9. No fence, wall or hedge, except foundation planting, shall be permitted to extend nearer to any street than the line of the front of the house as extended to the side lot line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall. No fence, hedge or wall situated anywhere on any lot shall be higher than six feet above the finished ground surface.

10. 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.

11. Residential structures shall be used for residential purposes only.

12. Owners or occupants of residential lots shall not allow the accumulation of rubbish or garbage upon their lots.

13. No live poultry or animals shall be permitted on said property other than song birds, and not more than two dogs and two cats as household pets.

These covenants are to run with the land and shall be binding on the undersigned individuals and corporations and all persons claiming under the undersigned until January 1st, 1985, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the owners of the lots, it is agreed to change the 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 residential lot or lots to prosecute any proceeding 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. The undersigned shall not be obligated to enforce any of the terms of this Agreement, and all instruments of conveyance executed by the undersigned with respect to any residential lot shall be deemed subject to the covenants as herein set forth, and the undersigned shall not become or be liable for breach of said covenants by any other than itself.

Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made and accepted such deed, contract or lease, subject to all restrictions, conditions, covenants and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee, purchaser or lessee.

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

MADE AND ENTERED into at Seattle, Washington, this 8th  
day of March 1960.

COAST MORTGAGE & INVESTMENT COMPANY

830  
MAR 9 1960

R. E. Cady  
R. E. Cady, Vice President

Eva M. Sandquist  
Eva M. Sandquist, Secretary

Donald N. McDonald, Jr.  
Donald N. McDonald, Jr.

Beverlee Jean McDonald  
Beverlee Jean McDonald

STATE OF WASHINGTON )  
                          ) s.s.  
COUNTY OF KING     )

On this 8th day Of March 1960 before me, the undersigned, a Notary Public  
in and for the State of Washington, duly commissioned and sworn personally  
appeared Donald N. McDonald, Jr. and Beverlee Jean McDonald, 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.

Walter J. Truedell  
Notary Public in and for the State of  
Washington residing at Seattle.

STATE OF WASHINGTON )  
                          ) s.s.  
COUNTY OF KING     )

On this 8th day of March 1960, before me, the undersigned, a Notary Public  
in and for the State of Washington, duly commissioned and sworn personally  
appeared R. E. Cady and Eva M. Sandquist, to me known to be the Vice President  
and Secretary, respectively, of COAST MORTGAGE & INVESTMENT COMPANY, the corpor-  
ation 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 they are 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.

Walter J. Truedell  
Notary Public in and for the State of  
Washington residing at Seattle.