

3659221

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, we 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 plat 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 ~~the~~ 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

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 \$3,500.00 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 287 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 147 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 ^{foot} strip above referred to.

(k) A perpetual easement is reserved over the south twenty feet of the east one-half of tract 287 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 hereunto set their hands this 18 day of February, 1947.

Douglas N. Fugitt
Dora Lee Fugitt
Ben H. Fugitt

Mary K. Fugitt
Edward P. Fugitt

STATE OF WASHINGTON :
 .55
COUNTY OF KING :

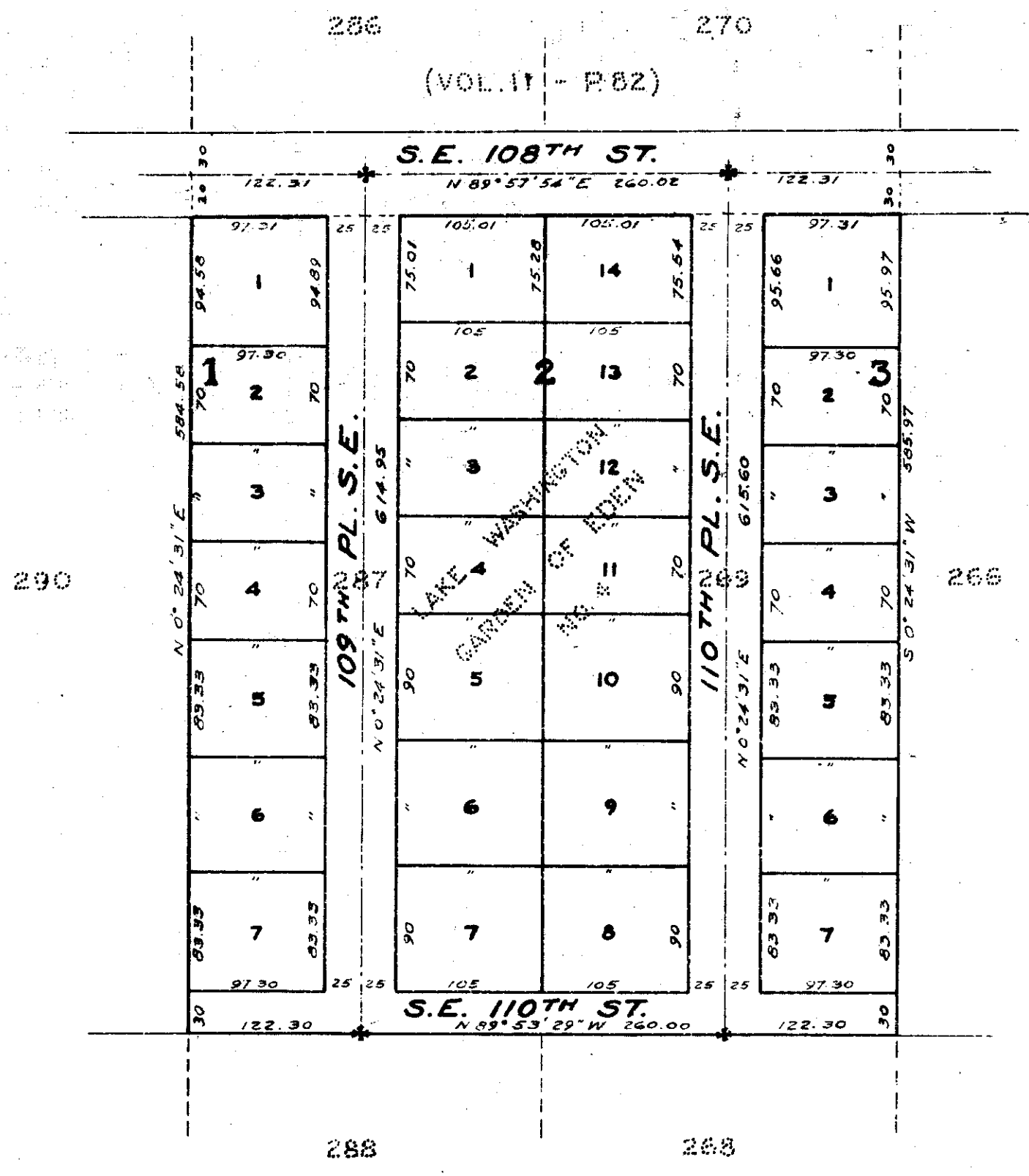
On this 18 day of February, 1947, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOUGLAS N. FUGITT and DORA LEE FUGITT, his wife, BENJAMIN FUGITT and MARY K. FUGITT, his wife, and EDWARD P. FUGITT, a single man, to me known to be the individuals described 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.

Under my hand and official seal this 18 day of February, 1947



[Signature]
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record Feb 20 1947
Request of Herbert London
ROBERT A. MORRIS, County Clerk



CRESTO VIEW ADD.

A RE-PLAT OF TRACTS IN SEC. 5 T23N - R5E - W.M.

JUNE 1947 1 INCH = 100 FEET

SPAULDING & MAY
ENGINEERS - SURVEYORS
- RENTON -

DESCRIPTION

This plat of CRESTO VIEW ADDITION embraces all of Tracts 269 and 287 of C.D. Hillman's Lake Washington Garden of Eden Division No 4 located in Section 5, Township 23 North, Range 5 East, W.M., as recorded in Volume 11, 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 undersigned: Douglas N. Fugitt and Dora Lee Fugitt, his wife, Benjamin F. Fugitt and Mary K. Fugitt, his wife, and Edward P. Fugitt, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown hereon and the use thereof for all public purposes; also the right to make all necessary slopes and fills on the lots, blocks or parcels of land shown, and in the reasonable grading of all streets and avenues shown hereon.

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

Douglas N. Fugitt
DOUGLAS N. FUGITT
Dora Lee Fugitt
DORA LEE FUGITT
Benjamin F. Fugitt
BENJAMINE F. FUGITT
Mary K. Fugitt
MARY K. FUGITT
Edward P. Fugitt
EDWARD P. FUGITT

RESTRICTIONS

No lot, or portion of a lot of 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 six thousand (6,000) square feet, with a minimum lot width of sixty (60) feet.
All lots in this plat are restricted to R-1 District use, governed by and subject to restrictions, rules and regulations of County Zoning Resolution No 6494 and subsequent changes thereto by official County resolution; and further restricted as set forth in notice filed under Vol. 2590, P. 462 of Deeds, records of King County, except wherein said restrictions are not in conformance with plat dimensions shown hereon.

ILLEGIBILITY DUE TO POOR ORIGINAL

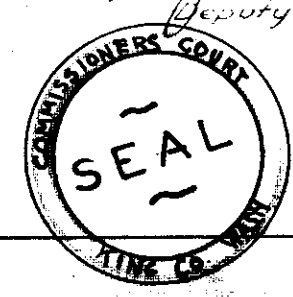
Examined and approved this 13 day of August, A.D. 1947
C. Glen Smith
King County Road Engineer

Examined and approved this 18 day of August, A.D. 1947
Ray M. Luce
Chairman, Board of County Commissioners
Attest: *Ralph A. Stender*
Clerk, Board of County Commissioners

I hereby certify that the within plat is duly approved by the King County Planning Commission this 21 day of August, A.D. 1947
J. Heath
Secretary
Don J. Johnson
Chairman or Vice Chairman
C. N. Newkerk
Executive Officer

Filed for record at the request of the King County Planning Commission this 22 day of August, A.D. 1947 at 35 minutes past 8 H.M., and recorded in Volume 44 of Plats, page 70, Records of King County, Washington.

by *Robert A. Morris*
King County Auditor
by *M. J. Williams*
Deputy County Auditor



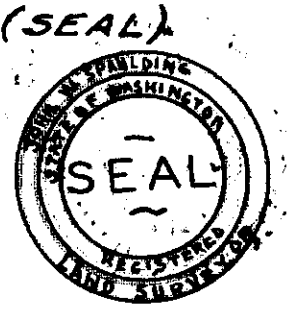
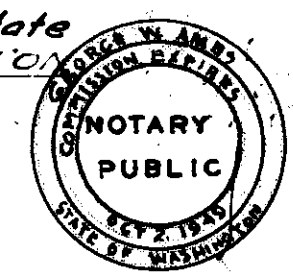
ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
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 persons 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.

Geo. W. Ames
Notary Public in and for the State of Washington, residing at RENTON



I hereby certify that this plat of Cresto View Add'n. is based upon an actual survey and subdivision of Tracts 269 and 287 of C.D. Hillman's Lake Washington Garden of Eden Division No 4; that the distances, courses and angles are shown hereon 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.

John W. Ames
Certificate No 146 Renewal No G-57670

