

Gruol Construction Co., Inc., and Sherman O. Jensen, Inc., Washington corporations, (hereinafter referred to as Owners) own or have an interest in the real property situated in Seattle, King County, Washington, more fully described as Seacrest Addition to the City of Seattle.

Owners have filed of record May 3, 1968, with the auditor of King County, Washington, File No. 6342907, a plat of Seacrest Addition dividing it into lots (hereinafter called Lots). Owners now intend to sell Lots of Seacrest and desire that all such sales shall be made subject to certain protective covenants, conditions and restrictions (hereinafter referred to as Protective Covenants) and the easements herein provided for to assure use of the Lots for attractive residential purposes and to secure each Lot owner lasting values and full benefit and enjoyment of his property.

NOW THEREFORE, Owners declare that they have established a general plan for the development, improvement and protection of Seacrest and pursuant thereto impose the following Protective Covenants upon all Lots in Seacrest and create the easements as set forth herein, which Protective Covenants and easements shall run with the land as a benefit to and a burden upon each Lot in Seacrest, and all purchasers of Lots from Owners or their successors in interest shall take title subject to and be bound by each of these Protective Covenants and easements, and as partial consideration for such title agree so to be bound and to hold and use such Lot or Lots subject to and with the benefit of Protective Covenants and easements. Invalidity of any one or more Protective Covenants, whether by court order or by legislation, shall in no way invalidate any of the other Protective Covenants.

ARTICLE 1. PROTECTIVE COVENANTS

1. Single residence exclusively. No Lot, or any part thereof, shall be used or occupied except as a single family residence and no building shall be erected or constructed on any Lot other than one single family dwelling house with the usual outbuildings for use in connection therewith. Any other use or occupancy shall be a breach of this Protective Covenant.

2. Lot Division. Unless divided, subdivided or replatted by Owners prior to original or first sale or transfer by Owners, no Lot shall be divided or subdivided unless both portions of said Lot are used to increase the size of adjacent lots, and no group of Lots will be resubdivided or replatted unless the resulting Lots are equal to or larger in area and dimensions than such Lots as presently plotted.

3. Building location - setbacks. No building, structure or improvement or any part thereof, including fencing, shall be constructed, located or permitted any closer to the nearest boundary of a platted street than the following:

- (a) Lots 1, 2, 3, 14, 15 and 16-----25 feet.
- (b) Lots 4 and 13-----30 feet.
- (c) Lots 5 and 12-----35 feet.
- (d) Lots 6 and 11-----35 feet from that point of said lots

on their respective east boundaries and closest to N. W. 126th Street, EXCEPTION....Lots 1 and 16 shall not have to maintain a 25 foot setback on that side adjacent to 12th Ave. N. W.

4. Building Elevations. The highest roof elevation of Lots 7 and 10 shall be no higher than 10 feet above the established curb elevation adjoining each lot. The highest roof elevation of Lots 8 and 9 shall be no higher than 6 feet above the curb elevation adjoining each lot. The roofs on lots 7 and 10 shall be of a hip design. Lot 8 shall maintain a side yard minimum of 12 feet adjacent to the south property line. Lot 9 shall maintain a side yard minimum of 12 feet adjacent to the north property line. There shall be no fencing permitted east of the front building line of Lots 7, 8, 9 and 10. This paragraph 4 may be altered or amended by the unanimous vote of the above mentioned Owners.

5. Easements. There shall be an easement for general ingress and egress of the property owners of Seacrest only over that 12 feet of Lots 12, 13, 14, 15 and 16 lying adjacent to the south property line and that 12 feet of Lots 1, 2, 3, 4 and 5 lying adjacent to the north property line.

6. Preservation of View. No part of any hedge, tree, vegetation, fence, wall, building or structure shall be permitted higher than 3½ feet in the front yards of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14. No part of any hedge, tree, vegetation, fence, wall, building or structure shall be permitted higher than the house eave line on Lots 7, 8, 9 and 10.

The following will not be erected, used, stored, located or permitted on any lot at any time: (a) exposed TV antenna, radio tower or similar structure; (b) structure or building of a temporary or partially finished character; (c) tent, shack, barn or other similar building; (d) trailer, boat, vehicle not in current use, or truck, unless stored in a garage or basement completely concealed.

7. Vacant Lot. All unimproved Lots shall be kept in a clean and sanitary manner with no vegetation or other growth permitted thereon exceeding 2 feet in height. No dumping shall be allowed on such Lots. If an unimproved lot is not maintained in this manner, after 30 days' written notice to the record owner of such lot, the Owners may clear such lot and the record owner thereof will forthwith reimburse the Owners for all expenses incurred. Any such expenses shall become a lien upon such lot as provided herein.

8. Signs and activities. No signs of any kind shall be displayed in Seacrest except that (a) a sign with the name and address of the person in possession of a Lot and (b) a "For Sale" or "For Rent" sign referring to a lot may be displayed on such lot if first approved in writing by

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the Owners. No activity shall be permitted on any lot which shall constitute a nuisance. Among other things, the keeping and maintenance of animals, except usual household pets which do not interfere unreasonably with the use and enjoyment of other Lots, shall constitute a nuisance. All facilities for the keeping of refuse and drying of clothes on a Lot shall be maintained in a neat condition and not exposed to open view of other Lots on the streets. No refuse, debris or other trash shall be permitted to accumulate unreasonably on any Lot.

9. Duration of restrictions. The Protective Covenants provided for in this Article 1 shall remain in full force and effect until January 1, 1988, and thereafter shall be extended automatically for successive periods of 10 years each, unless sooner terminated in whole or part by a vote of the then record owners of two-thirds of the lots with one vote for each lot. In addition to the amendments elsewhere provided for, the Protective Covenants may be altered or amended by a like vote of record owners of two-thirds of the lots.

10. Remedies for violations. In the event of any violation or breach or attempted violation or breach of any of these Protective Covenants the record owner of any Lot or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In any such action the prevailing party shall recover all legal costs thereof including a reasonable attorney's fee.

In addition to the foregoing right, the Owners shall have the right, after 30 days written notice to the record owner of a Lot on which there has been built or permitted any building, structure, hedge, tree, vegetation, fence or wall which is in violation of these restrictions to enter upon such lot and summarily abate or remove the same or alter or complete the same to conform herewith at the expense of the record owner of such lot, who on demand shall reimburse the Owners and any such entry and abatement or removal shall not be deemed a trespass. Such reimbursable cost shall become a lien on such lot as herein provided.

11. Non-Waiver. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the endorsement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof. However, no cause of action to enforce any right under this Article 1 shall be commenced after the expiration of two years from the time that such cause of action shall arise.

12. Invalidation. The invalidation by any court of any reservation, covenant, restriction, limitation, condition or agreement herein contained, shall in no way affect any other revision hereof.

13. Record Owners. As used herein "record owner" shall refer to the persons holding the fee or life interest in a lot, or if title to a lot is subject to the terms of a contract of conditional sale, the holder of the vendee's interest thereunder, and shall not include any tenant for less than life, remainderman or lien holder of a lot, all as determined by the records of the auditor of King County.