

RESTRICTIONS HEREIN, IF ANY, BASED
ON RACE, COLOR, RELIGION OR NATIONAL
ORIGIN ARE DELETED.

SHERIDAN HEIGHTS

Protective Covenants dated June 25, 1943, recorded September 14, 1943, under Auditor's File No. 2961855 By Pope & Talbot, Inc.

1. ~~(Stricken - Race Restriction)~~

2. That no part of said property shall be used for the purpose of raising any poultry or animals for commercial purposes or for profit, or used in any manner detrimental to the public health or offensive to the public, and all of said property shall at all times be kept in a clean and sanitary condition and in conformity with all state and local laws pertaining to health and all rules and regulation of state and county boards of health, and no sewage shall be permitted to remain on said property except in septic tanks constructed and maintained in the most approved manner and in all respects conforming with the requirements of said laws, rules or regulations.

3. That the grantee, or his successors in interest, will not erect or maintain or cause or permit to be erected or maintained any building or buildings upon said property other than one detached dwelling house and an appurtenant garage for each lot hereby conveyed, such house to be constructed at a cost of not less than three thousand dollars (\$3,000.00) and to be used only as a private home of the family occupying the same. No portion of any such dwelling house or garage shall be erected or maintained within twenty feet of the line of any street upon which said property abuts, or within three feet of the side or rear lines of the tract upon which it is situated, ...provided, that as to any lot or tract of land in Sheridan Heights, which abuts on more than one dedicated street or road, the grantor, at the time it sells the same, shall have the right to substitute such different restrictions governing the distance of buildings thereon from the boundary lines thereof as it may see fit, and provided further, that if any such lot or tract for which the grantor has substituted such new restrictions is thereafter divided, so as to form a tract of different size or shape, the specific restrictions first above set forth as to distance of buildings from boundary lines shall immediately apply to the new tract so formed. No house or appurtenant garage shall be erected or maintained on any parcel of land consisting in part of any lot hereby conveyed, unless such parcel of land is at least equal in area to the whole of such lot; provided, however, that the preceding provisions of this paragraph 3 shall not apply to Lots One (1) and Fifteen (15) in Block One (1), and Lot One (1) in Block Five (5), of Sheridan Heights, if the grantor elects to sell said lots for business purposes, in which event they may be used for the purposes of erecting thereon buildings for the conduct and carrying on therein of food stores, such as grocery stores, meat markets, bakeries and creameries, or dry goods and notion stores, drug stores, confectioneries, high class theaters, high class cafes, automobile garages, dry cleaning establishments (exclusive of laundry) or gasoline filling stations, but for not other business, and no such

building shall be erected or maintained within three feet of the side or rear line of any such lot, if such side or rear line forms a boundary between such lot and any residence lot in Sheridan Heights.

4. The provisions of paragraphs 1, 2 and 3 hereof shall be perpetual, provided that at any time after the grantor, its successors or assigns, shall have sold and deeded sixty per cent of the lots as platted in Sheridan Heights, the owners of not less than seventy-five per cent of the total number of said deeded lots, joined by their respective mortgagees, if the same exist, may, in writing, elect to terminate or modify any or all of the provisions of any of said paragraphs; provided, further, that there be included the written consent of owners of seventy-five per cent of the number of deeded lots upon which improvements have been erected, joined by mortgagees, if the same exist, and upon the recording of such election, signed and acknowledged, in the office of the Auditor of King County, Washington, such provisions of said paragraphs shall be modified or terminated to the extent stated in the election so filed, and provided, further, that at any time before the grantor, its successors or assigns, shall have sold and deeded sixty per cent of the total number of lots as shown in the plat of Sheridan Heights, the provisions of said paragraphs 1, 2, and 3 of the deed may be terminated or modified by the election of the same percentage of owners of deeded and improved lots and their mortgagees, exercised in the same manner as herein before provided and with the joinder therein the grantor, its successors and assigns.

5. The grantor agrees that if at any time on or before the 31st day of December, 1941, a majority of the persons (other than the grantor) then owning lots or tracts or agreements of purchase of lots, or tracts, in the plats of Sheridan Beach, Sheridan Beach No. 2 and Sheridan Heights, in King County, Washington, shall form an organization complying with the conditions hereinafter set forth, with power on the part of such organization to take title to the properties hereinafter in this paragraph described, and within said time shall deliver to the grantor at its office in Seattle, Washington, satisfactory evidence in writing of the formation of such an organization, then the grantor will convey to such organization, or to trustees duly elected by the members thereof and designated in a written notice delivered to the grantor, Lot One (1), in Block Three (3), and Lots Thirty-six (36) and Thirty-seven (37), in Block Seven (7), in Sheridan Beach, together with the shorelands in front of said three lots, as shown upon the plat recorded by the grantor, free from all taxes and unpaid due instalments of assessments, if any, which became delinquent prior to said time, for the private, common use and enjoyment, for park and beach purposes, of the members of such organization and their families. Such organization shall be formed either as a social club, as a corporation under the laws of the State of Washington, or as a voluntary association, and shall consist exclusively of owners of lots or tracts and of holders of agreements of purchase covering lots or tracts in said three subdivisions, and membership therein shall be accorded to all owners

of lots or tracts or holders of agreements of purchase covering lots or tracts in said three subdivisions, who shall agree to perform and abide by the by-laws, rules and regulations of such organization. In the event of the acquisition by such organization of said lots and shorelands in front thereof, then such organization shall be entitled to construct and maintain upon the upland thereof, but not upon the shorelands in front thereof such club house as it may see fit (provided, however, that such club house shall not be erected within three feet of the side lines of the entire tract composed of said three lots, or within twenty feet of the street boundary line thereof, or within twenty feet of the staking line thereof, as such lines are shown on the recorded plat of Sheridan Beach; and to construct and maintain upon the shorelands in front of said lots such dock and conveniences for yachting, boating and swimming as it may see fit for the common use and enjoyment of its members and their families. In the event that satisfactory evidence in writing of the formation of such organization in accordance with the foregoing provisions is not submitted to the grantor at its office in Seattle, Washington, on or before the 31st day of December, 1941, and conveyance of the properties in this paragraph described is not accepted at the office of the grantor by such organization, or the trustees appointed in accordance with said provisions, within fifteen days from the delivery of the said evidence, time being of the essence, then the grantor shall be released from the provisions in this paragraph set forth as to the conveyance of said properties, and said properties and all improvements thereon shall belong to grantor, but thereafter said property in this paragraph described shall be subject to the restrictions, limitations, and conditions affecting other like property in Sheridan Beach.

6. In case of breach of any of the provisions contained in said paragraphs 1, 2, and 3 hereof, or the violation of any of the provisions of said paragraphs by the grantee or his successors in interest, then this deed shall become absolutely null and void and the title to the property hereby conveyed shall immediately revert to said grantor, or its successors or assigns, as fully and completely as though this deed had never been executed, subject, however, to any actual bona fide mortgage lien existing against the same provided that any title in any manner acquired by virtue of any such mortgage lien shall always be subject to all of the provisions contained herein and the grantee, by the acceptance of this deed, does hereby agree to each and all of the provisions of this deed."

7. The grantor agrees that all sales or conveyances which it makes of property in Sheridan Heights shall be subject to the same provisions as to use and occupancy of such property as are contained in this deed.

8. There are specifically excepted from the warranties of this deed any and all taxes which became a lien against said property subsequent to the 25th day of June, 1943, and any and all assessments or instalments thereof which are a lien against said property, and any and all liabilities, liens and in the property hereby conveyed, or by any person claiming by, through or under said grantee, or his predecessors in interest, other than the grantor, therein.