

DECLARATION

KNOW ALL MEN BY THESE PRESENTS: That POPE & TALBOT, INC., a corporation, which heretofore platted Sheridan Heights No. 2, situate in the County of King, in the State of Washington, does hereby certify and declare that the restrictions, limitations and conditions hereinafter set forth have been and are hereby established with respect to all lots and tracts in said plat as follows, viz:

First: That the respective purchasers from the said Pope & Talbot, Inc., its successors or assigns, and the heirs, personal representatives, grantees and successors of each purchaser, -

(a) shall never erect or maintain, or cause or permit to be erected or maintained, upon the property covered by any contract of sale or deed from said Pope & Talbot, Inc., any building or buildings other than a single detached dwelling house and garage appurtenant thereto, and that no such dwelling house shall be of value less than Seven Thousand Dollars (\$7,000.00); or ever use or permit said property or such dwelling house and garage to be used except by one family for domestic purposes only (but in such domestic use thereat will never use or permit said property to be used for the raising of any poultry or animals). Nothing in this subparagraph or instrument shall be construed to permit the use, even occasional or incidental, of any property or dwelling house or garage or any portion or portions thereof for a commercial or business purpose;

(b) will not ever permit any such dwelling house or garage to be erected or maintained upon said property within three feet of the side or rear lines of any lot or tract sold by Pope & Talbot, Inc. under agreement of sale or deed, nor within twenty feet of the front lines thereof, as hereinafter defined; and, for the purposes of definition with respect thereto, it is declared that the front line of all lots in said Sheridan Heights No. 2 shall be the line adjoining a dedicated street in all cases where a lot adjoins only one street; but where lots are bounded by two or more streets, the front line shall be the shortest boundary line thereof facing upon a dedicated street, according to the recorded plat;

(c) will not ever permit any part of the property covered by any contract of sale or deed from said Pope & Talbot, Inc., or any improvements upon any thereof, to be

used or occupied by any person of the Malay, Hawaiian or any Asiatic race or by any person of any Negro race, or any person of extraction or descent of such races, excepting only employees in the domestic or menial service on the property of persons qualified hereunder as occupants and users and residing on the property.

Notwithstanding the limitations and restrictions hereinafore in subdivisions (a), (b) and (c) in this paragraph First set forth, it is declared by Pope & Talbot, Inc., as set forth in subdivisions (d) and (e) of this paragraph First and in Paragraphs Second and Third hereof, as follows:

(d) The owners at any time of tracts in Sheridan Heights No. 2, which shall have been theretofore deeded by Pope & Talbot, Inc., and which constitute a contiguous group of at least two tracts, shall be entitled to divide such tracts by interconveyances between themselves so as to create a lesser number of tracts, and any single owner of a tract deeded by Pope & Talbot, Inc., embracing at least two lots as platted, may divide the same; provided each of the tracts created by any such divisions shall have a frontage of not less than sixty-five feet and an area of not less than eleven thousand six hundred square feet, but not otherwise; and provided that in the event of such divisions, each of the tracts created thereby shall be deemed and shall be subject to all of the limitations and restrictions in this paragraph First set forth and the conditions and provisions of this declaration.

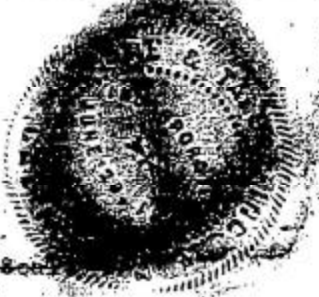
(e) It is declared that at any time after the Pope & Talbot, Inc. shall have sold and deeded sixty per cent of the lots as platted in Sheridan Heights No. 2, the then owners of not less than seventy-five per cent of the number of said deeded lots, joined by mortgagees, if any mortgagees then exist thereon, may, in writing, elect to terminate or modify any or all of the restrictions or limitations fixed in this paragraph First, provided that there be included the written consent of owners of seventy-five per cent of the number of deeded lots in said subdivisions upon which improvements have been erected (joined by mortgagees, if any mortgagees then exist thereon); then, upon the recording of such election, signed and acknowledged, in the office of the Auditor of said King County, such restrictions or limitations in this paragraph First set forth, or modifications thereof, shall forthwith terminate or be modified according to the provisions of such election.

At any time before the Pope & Talbot, Inc. shall have sold and deeded sixty per cent of the number of lots as platted in said subdivisions, said restrictions or limitations in this paragraph First set forth may be terminated or modified as above, provided that the consent in writing of the Pope & Talbot, Inc. shall have been given to such termination or modification.

Second: All of the restrictions and limitations set forth in paragraph First hereof, subject to the exceptions and provisions therein, shall be deemed covenants running with the land and binding upon the respective buyers from the Pope & Talbot, Inc., their heirs, assigns, grantees, personal representatives and successors in interest; and in case of a breach of any of said restrictions or limitations or violation of the foregoing covenants and agreements to be kept by the respective buyers from the Pope & Talbot, Inc., their heirs, assigns, grantees, personal representatives or successors in interest, then the deed or agreement executed by said Pope & Talbot, Inc. for the sale of the property with respect to which the breach or violation may occur shall become null and void, and the title to said property shall revert to Pope & Talbot, Inc., its successors or assigns, as fully and completely as though the said deed or agreement of sale had never been executed, subject, however, to any actual bona fide mortgage lien then 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 covenants, limitations, restrictions and conditions set forth in this declaration, as covenants, limitations, restrictions and conditions running with the land.

Third: All of the restrictions, limitations, conditions and provisions in this declaration set forth shall be observed by and binding upon each buyer of a lot or tract in Sheridan Heights No. 2, his heirs, personal representatives, grantees and successors in interest, and the same represent all understandings connected with each sale heretofore or hereinafter made by the Pope & Talbot, Inc. of tracts in said Sheridan Heights No. 2.

IN WITNESS WHEREOF, said Pope & Talbot, Inc., a corporation, has executed the foregoing declaration by its officers undersigned thereto duly authorized, this 1st day of May, 1947.



POPE & TALBOT, INC.

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

(Notary Seal)