Statutory Warranty Deed

THE GRANTOR S Albert S. Balch, and Edith A. Balch, his wife--

for and in consideration of Ten Dollars ($10.00 ), in hand paid, conveys and warrants to Earl W. Heindel and Gladys X. Heindel, his wife--

the following described real estate, situated in the County of King, State of Washington: Lot Six (6) Block One (1) Rosemary, or that part thereof, in King County, as recorded in the official plat on file in the office of the county auditor.

Subject to the following conditions, limitations and restrictions, to-wit:

No building shall be erected on any building plot except one detached single-family dwelling and a one or two-car garage. No lot shall be subdivided into building lots having less than 5,000 square feet of area or a width of less than 50 feet each.

No building shall be erected upon any lot nearer than 25 feet to the East lot line nor nearer than 15 feet to the West lot line nor nearer than 5 feet to any side lot line. This covenant shall not apply to a garage located on the rear one-third of a lot if approved by the restrictions committee.

No nuisances or offensive odors shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

No race or nationality other than those of the White or Caucasian Race shall use or occupy any dwelling upon any lot except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

No rear, basement, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with similar structures in the tract.

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove any design or location within a reasonable time, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with similar structures in the tract, and as regards dwellings, the ground floor square foot area is not less than 500 square feet in the case of a one-story structure or 600 square feet in the case of a two-story structure.

The covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1950, at which time said covenants and restrictions shall terminate.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1950, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violations.

The restrictions imposed on said lots, as aforesaid, are in lieu of any restrictions heretofore imposed by the parties hereto on any of said lots.

Dated this First day of March, A.D. 1940

[Signature]

STATE OF WASHINGTON,

County of King

On this day personally appeared before me Albert S. Balch and Edith A. Balch to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

In my hand and official seal this 2nd day of April, 1940

[Seal]

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