AMENDMENT OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Home Properties, Inc., a corporation, the owner of all of the following described real property situate in King County, Washington, to wit:

All of Blocks 2, 3 and 4, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 of Block 1, Vista Villa Addition, a subdivision of land in King County, Washington, does hereby declare that the following amended restrictions shall apply to all of the above described property, and shall apply to said property as though the said amended restrictions were placed in each and every deed and other instrument affecting the title to said property or any part thereof. The following restrictions are intended to amend those certain restrictions dated August 17, 1957, recorded in Office of the Auditor of King County, Washington, on the 14th day of August, 1957, in Volume 1750 of Deeds, page 32.

1. No building shall be erected on any building plot except one detached single family residence dwelling house and a one or two car garage.

2. No lot shall be resubdivided into building lots having less than 5,000 square feet of area or a width of less than 50 feet each.

3. No building shall be erected on any lot nearer than 30 feet from the front 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 building lot.

4. No noxious or offensive trade shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No race or nationality other than the white or
caucasian shall use or occupy any dwelling on 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.

6. No trailer, basement, garage, barn or other out-
building 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.

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

8. 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 major-
ity 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 such design or location within a reason-
able 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 dwelling, the
ground floor square feet area to be not less than 700 square feet
in the case of a one story structure or 500 square feet in case
of a two story structure.

9. 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, 1962, at which time said
covenants and restrictions shall terminate.

10. If the parties hereto or any of them or their heirs
or assigns shall violate or attempt to violate any of the coven-
ants or restrictions herein before January 1, 1962, 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 or other dues for such violations.

WITNESS the hand and seal of this corporation this ___ day of May, 1928.

HOME PROPERTIES, INC.

By

President.

ATT'S: Willard Maxwell

Secretary.

STATE OF WASHINGTON,

County of King,

ss.

On this ___ day of May, 1928, before me personally appeared Willard Maxwell and Willard Maxwell, to me known to be the president and secretary, respectively, of HOME PROPERTIES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

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