

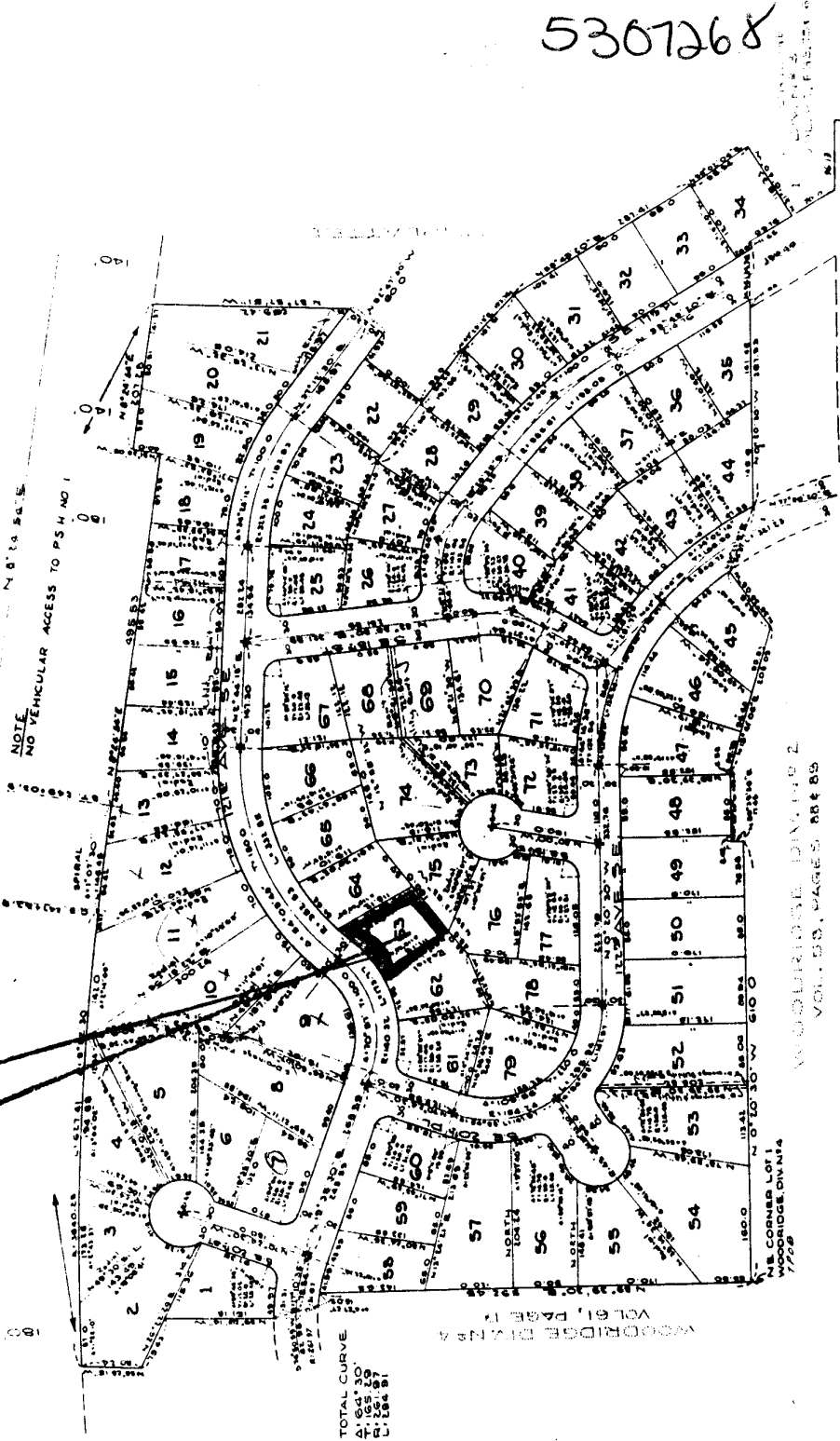
5307268

THE PLAT OF  
**WOODRIDGE DIVISION NO 5**

In Section 4, T24N, R5E, W.M.

1-248  
27-9005  
BELLEVUE

P S I N



3.00' 55.48" N 01° 30' 30" E  
3.00' 55.48" N 01° 30' 30" E  
3.00' 55.48" N 01° 30' 30" E

Scale 1" = 100'

\*-Indicates Concrete Monument.

5307268

# THE PLAT OF WOODBRIDGE DIVISION No 5

In Section 4, T24N, R5E, W. M.

### DESCRIPTION

The Plat of Woodbridge Division No 5 embraces a portion of Section 4, T24N, R5E, W. M. and a replat of a portion of Lots 30 thru 33, Plat of Woodridge Division No 2, according to the Plat thereof recorded in Volume 58 of plats, at pages 86 & 89, records of King County, Washington, described as follows: Commencing at the Northeast corner of Lot 1, Plat of Woodridge Division No 4, according to the Plat thereof recorded in Volume 61 of plats at page 17 records of King County, Washington, the true point of beginning, thence N 0° 20' 30" W for 610 feet to the south line of Lot 33, said Plat of Woodridge Division No 2, thence S 89° 39' 30" W along said south line for 1745 feet; thence N 0° 20' 30" W for 1000 feet, to the northwest corner of said Lot 33, thence following the westerly boundary of said plat of Woodridge Division No 2, N 15° 41' 06" E for 208.09 feet, thence N 35° 30' 08" W for 94.25 feet, thence N 10° 22' 16" E for 36.87 feet, thence N 0° 20' 30" W for 361.99 feet, thence N 58° 45' 20" E for 69.76 feet, to the most southerly corner of Lot 1, Plat of Woodridge Division No 3, according to the Plat thereof recorded in Volume 60 of plats at pages 75 & 76, records of King County, Washington, the true point of beginning, thence N 15° 37' 10" E for 101.00 feet, thence S 55° 02' 04" W for 95.94 feet, thence S 54° 49' 20" W for 281.41 feet, thence S 43° 29' 19" W for 103.75 feet, thence S 37° 12' 30" W for 90.0 feet, thence N 52° 47' 30" W for 100.0 feet, thence N 37° 12' 30" E for 41.93 feet, thence N 92° 47' 30" W for 60.0 feet, thence N 87° 57' 51" W for 269.42 feet, to the easterly right-of-way margin of Primary State Highway No 1, thence following said easterly right-of-way margin, S 8° 24' 54" W for 207.28 feet, thence S 81° 35' 06" E for 40.0 feet, thence S 8° 24' 54" W for 49.53 feet to a point of tangent to spiral of Highway Engineers Station 249+03, thence on a spiral curve to the left having an angle of 107° 30' for 146.45 feet to a point of spiral to curve at Highway Engineers Station 247+53.3, thence on a curve to the left having a radius of 3640.28 feet and containing an angle of 9° 57' 30" for 627.41 feet, thence S 68° 25' 15" E for 80.24 feet, to the west line of said Plat of Woodridge Division No 4, thence along the west and north lines of said Plat of Woodridge Division No 4, N 26° 22' 24" E for 75.43 feet, thence S 89° 26' 14" E for 151.18 feet, thence N 74° 50' 59" E for 62.98 feet, thence on a curve to the right having a radius of 231.97 feet and consuming an angle of 47° 27' for 18.05 feet, thence N 89° 39' 30" E for 592.45 feet to the true point of beginning.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that MODERN HOME BUILDERS, INC., a corporation organized and existing under the laws of the State of Washington, owner in fee simple of the tract of land as shown on the Plat of Woodbridge Division No 5, do hereby declare said Plat and dedicate to the public for the use of the public forever all streets and roads shown thereon.

In witness whereof, we have hereunto set our hands and affixed the corporate seal this 6 day of June, 1961.

MODERN HOME BUILDERS, INC.

*[Signature]*  
SECRETARY

### RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and no sold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

### ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.  
COUNTY OF KING }  
This is to certify that on this 6 day of June, 1961, personally appeared before me G. Medack and Donald H. Healy, to me known to be the President and Secretary, respectively, of Modern Home Builders, Inc., the corporation that executed the within and foregoing instrument and who acknowledged to me that they signed and sealed the same as a 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.

*[Signature]*  
SPRINGFIELD, WASHINGTON

### ENGINEERS CERTIFICATE

I, Walton E. Crane, Registered Professional Surveyor, do hereby certify that the annexed Plat of Woodbridge Division No 5 is based upon a survey and subdivision of Section 4, T24N, R5E, W. M. in that county and that the same has been correctly known to me that the monuments have been set and the original black corners staked correctly on the ground and that I have fully complied with the provisions of the statute and platting regulations.

*[Signature]*  
WALTON E. CRANE, REGISTERED PROFESSIONAL SURVEYOR

### TREASURERS CERTIFICATE

I, hereby certify that all property taxes are paid. There are no delinquent special assessments and all special assessments on any of the property herein contained, dedicated as streets, alleys, or for other public uses are paid in full. This 4 day of July, 1961.

*[Signature]*  
RICHARD G. WYSE, TREASURER BY COUNTY CLERK

### APPROVALS

Examined and approved this 6 day of July, 1961.

*[Signature]*  
COUNTY CLERK BY COUNTY CLERK

I, hereby certify that the within plat of Woodbridge Division No 5 is duly approved by the King County Planning Commission on this 1st day of July, 1961.

*[Signature]*  
PLANNING OFFICER

Examined and approved this 17 day of July, 1961.

*[Signature]*  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

A TESTAMENTARY RECORD OF COUNTY COMMISSIONERS

### RECORDING

Filed for record at the request of the Board of County Commissioners on this 18th day of July, 1961 at 3:30 minutes past 1:00 P. M. and recorded in Volume 67 of plats, on page 18, 19, records of King County, Washington.

*[Signature]*  
COUNTY CLERK BY COUNTY CLERK

Protective Cov July 17-57  
July 1-57

4815783

(Woodridge Division No 2)

By Modern Home Builders Inc.,

All lots in this tract shall be shown and described as residential lots. No structures shall be erected, altered, placed or be permitted to remain on any residential building plat other than one detached single family dwelling not to exceed one story in height in case of non basement house, or one story in height above basement and private garage for not more than 2 cars. No structure upon any of empty shall have roof pitch of more than  $4\frac{1}{2}$  ft in elevation for each 12 ft of horizontal distance.

No fence or wall shall be erected placed or altered on any lot nearer to any street than minimum building setback line; No building shall be located nearer than 20 ft to the front lot line or nearer than 20 ft to side street line, No building except detached garage or other outbuilding, located 70 ft or more from front lot line shall be located nearer than 10 ft to any side street line, no dwelling shall be erected or placed on any lot having width of less than 70 ft at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having area of less than 7200 sq ft.

No structure of a temporary character, trailer, basement tent, shack garage barn or other outbuilding (con-

shall be used on any lot at any time as residence either temporarily or permanently.

All Driveways shall be paved from garage to street paving.

Roofing shall be of other than composition shingles.

The Finish floor level of one house shall not be above or below the floor level of the adj house on either side by more than  $1/3$  the distance bet the houses.

No dwelling shall be permitted on any lot at cost of less than \$17,000.00 based upon cost levels prevailing on date of these laws are reg. It being intention and purpose of these gov to assure that all dwellings shall be of a quality of workmanship and material substantially as or better, than that which can be produced on date these gov are reg at the minimum cost state herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 1400 sq ft, except in case of daylight basement structure, in which case the main floor area shall not be less than 1250 sq ft, a daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides and the window area shall be at least 20 % of area of exposed basement walls.

Public Utility units for, under and across with 100% shall not be used for any purpose inconsistent with their use as public utility units. No unit shall become effective until and when all utilities are constructed and installed.

Any dwelling or structure erected or placed on any lot within subdivision completed as to external appearance including finished painting within 8 months after date of commencement of construction.

The minimum rear yard shall be 25 ft which in all cases shall be opposite the narrow side of lot abutting a st.

No animals livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept bred or maintained for any commercial purposes.

No tree shrub or planting of any type shall be allowed to grow more than 15 ft in height..

An Architectural control committee composed of three members as follows; Donald H Healy, Bruce Thomas and Scott F Norton shall serve until their successors are appointed and not for period in excess of one year. Majority of the committee may designate a representative to act for it. I

event of death or resignation of any member of committee the remaining membership shall have full authority to designate successor. Neither members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this cov. If at end of one year from the date of recording thereof, first named committee has not been replaced, the then owner of lots in this addn shall appoint three of their number to serve as the membership of this committee.

The Committee approval or disapproval as required in these cov shall be in writing. In event committee or its designated representative fails to approve or disapprove within 30 days after plans have been submitted to it or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the relevant cov shall be deemed to have been fully complied with. No structure shall be built on any residential lot until owner shall have submitted to the Architectural Control Committee 2 copies each of the Plans and Plot Plan of said Structure, and the Architectural Control Committee shall have the authority and jurisdiction to require such modifications in any inappropiate plans and plans amendments necessary to make said proposed structure comply with terms of these protective cov. No structure which the committee disapproves as herein provided shall be built until modified plans and or Plot Plan, as case may be have been submitted and approved by the committee.

These Cov are for use with the land and shall be (cont)

481518

binding on all parties and all persons claiming under the instrument within a period of 25 years from date these covenants are recorded which time shall be automatically extended for successive periods of 10 years, unless an instrument by majority of then owner or lots has been recorded to change said covenants in whole or in part.

If parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of covenants herein it shall be lawful for any other person owning any real estate developed or subdivided to prosecute any proceedings at law or in equity against person or persons, violator attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Modern Home Builders Inc. owner of all of the lots described in Divn No 2 KC W does hereby declare these protective covenants their conditions and terms as established pertaining to all of the lots in and addn.  
XCNOK July 1-57 by Secy only

BEST COPY AVAILABLE



Rel of Damages Jun 21-53

4867585

Dec 26-57

betw R.W. Bishop, Jr. Sec Modern Home Builders, Inc.

a Wn corp

to King County, a municipal Corp

Whom sp represent and who are owners (tenants)  
attorney of the above

The portion of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  lying S y of Henry Richards  
road and e ly of N P R1, Cos rt of way;

The SE $\frac{1}{4}$  of NW $\frac{1}{4}$  except the N P R1y Cos rt of way and except  
the ptn of the N $\frac{1}{2}$  of sd subdiv lying W ly of sd rt of way,  
The NE $\frac{1}{4}$  of SW $\frac{1}{4}$

The W $\frac{1}{2}$  of the S $\frac{1}{2}$  250.00 ft of the ptn of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  lying  
W ly of Henry Richards rd all in Sec 4-24-5  
Kew except the oth des as Woodbridge Add No 1 and Woodbridge  
Add No 2 q ee to vol 54 pg 79 and 80 and vol 53 pgs 38  
and 39 replvly rec of Kew

and Whom the sp by its Bd of Co Commrs is about to ~~approve~~  
accept for recording a plat kn ad Woodbridge add N 2 when  
the natural drainage flow from the plat is at times across  
the prop of the sp

Therefore it is mutually agreed t t the sd sp hereby consent  
to the natural flow of surface water from the sd plat  
to be carried in its natural channel across the prop

(S) contd



of IP and/or hold King CO diameters for any damage  
the may be caused by ad damage flow.  
XCN OK by IP and Ed of Co. cars  
Alert: by Ralph R. Stender, Dep. CO and  
(Ed by Ed of Co. cars)  
(S)

1807585-2

Rec. 8/2/61

PROTECTIVE COVENANTSWOODRIDGE ADDITION, DIVISION NO. 5King County, Washington

--oOo--

KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., a Washington corporation, being the owner of all of the real property in Woodridge Addition, Division No. 5, King County, State of Washington, does hereby declare the following Protective Covenants, their conditions and reservations as established pertaining to all of the property in said Addition.

This plat and dedication are made subject to the following restrictions and covenants, which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years, from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless abrogated prior to the expiration of one of said periods by an instrument in writing, signed by the owners in fee simple of a majority, in number, of lots in the Addition; Provided, however, that these Protective Covenants may be amended at any time by an agreement, in writing, signed by the owners in fee simple of a majority, in number, of the lots in the Addition.

If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated 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, and either to prevent him, or them, from so doing, or to recover damages or other dues for such violation.

In the event of litigation arising out of enforcement of these Covenants, the Grantee or Grantees so involved shall be liable, regardless of outcome, for the payment of all attorney fees, court costs and/or other expenses or loss incurred, and no responsibility for any costs or expenses in such matters shall rest on either the Architectural Control Committee, hereinafter named, or its Successors, or on Modern Home Builders, Inc., the present owner and developer of this plat.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

All lots in the tract shall be known and described as residential lots. No structure or building of any kind shall be erected, altered, placed or be permitted to remain on any residential building lot, other than one, detached, single family dwelling, for single family occupancy only, and a private garage for not more than three cars. Houses built upon Lots 8 thru 13 and 61, 62 & 79, may be two story houses. No dwelling shall be erected, altered, placed or permitted to remain on any residential building lot without a garage or carport, complete in detail, including roof and finished floor. A temporary sales office, however, may be constructed, or moved onto any lot, and only for the sale of the property in this plat and, upon completion of the sale of the lots in this plat, or before, said temporary office shall be removed.

No trash, ashes or other refuse may be thrown or dumped on any lot of this Addition. No building materials of any kind shall be placed or stored upon any lot until the owner is ready to commence construction, and the building materials shall be placed within the property lines of the building site upon which said structure shall be constructed, and shall not be placed in streets.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner residence tract within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line limitations shall apply on any residence tract within ten feet from the intersection of a street property line with the edge of a driveway.

No tree shall be permitted to remain within such distance of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No tree, shrub or planting of any type shall be allowed to grow to a height of more than fifteen feet, except the trees existing at the date of this instrument.

No building shall be located nearer to property lines than as follows:

- A. Front - 20 feet
- B. Side 5 feet to the eaves line.
- C. Rear 25 feet to rear yard, defined as side opposite narrow side of lot abutting street/
- D. Detached garages, or other outbuildings located 70 feet, or more, from the front property line:  
Side & Rear: 5 feet to foundation wall  
3 feet to eaves line.
- E. Side Street: 10 feet to eaves line.

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet; however, more than one lot may be used for a building site.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

Finish floor elevations shall be indicated on the plot plan, showing the relation to adjoining properties, on prints submitted to the Architectural Control Committee for approval.

No structure upon any of these lots shall have a roof pitch of more than five feet in elevation for each twelve (12) feet of horizontal distance, or an overall height of over twenty (20) feet above the main floor level to ridge of roof.

No dwelling shall be permitted on any lot at a cost of less than Seventeen Thousand Dollars (\$17,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,400 square feet, except in the case of daylight basement structures, in which case the main floor area shall not be less than 1250 square feet. A daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides and the window area shall be at least twenty per cent (20%) of the floor area.

Two story structures shall have a main floor area of not less than 1250 square feet and, when the garage is part of the main structure, one-half of the garage area shall be included in the square footage.

No building or structure shall be moved onto any land embraced in this plat from any land outside of the plat, except a new prefabricated structure of a kind and type approved as stipulated herein. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon; with the one exception of the temporary sales office hereinabove mentioned.

No trailers or boats, or other equipment, shall be kept on any property, except inside of garages or shelters approved by the Architectural Control Committee.

All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas as designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the Architectural Control Committee.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within eight months from the date of commencement of construction, unless prevented by causes beyond the owner's control.

All driveways shall be paved from garage to street paving.

Roofing shall be of other than composition shingles, unless approved by the Architectural Committee, in writing.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed. Public utility easements as required will also be recorded, as will necessary easements required by governmental subdivisions. There shall be no exposed utility lines.

No television or radio aerial shall be erected or placed on any residential site which is more than six feet in height above the highest point (exclusive of chimneys) on the building or structure upon which it is erected. No rotary beams or other similar devices shall be constructed on any residential lot having an overall diameter of seventy two (72) inches.

No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or plot, or within any building located in this Addition on a residential lot or plot, with the exception of sales activities in the temporary sales office. No goods, equipment, vehicles or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, shall be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall any goods, equipment or vehicles used for private purposes and not for trade or business, be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets, of not more than two in total number, may be kept in compliance with existing laws and regulations and, provided that they are not kept,

5013102

bred, or maintained for any commerical purpose. The foregoing is intended also to exclude the keeping of any pets such as cats, dogs, or birds in numbers or under conditions reasonably objectionable in a closely built up residential section.

No signs shall be erected or maintained on any lot or building plot in the tract, except that not more than one bonafide "For Sale" or "For Rent" sign, not exceeding eighteen inches in height and twenty four inches in length, may be displayed on any lot or plot.

An Architectural Control Committee composed of three members, as follows:

- |                  |                                   |
|------------------|-----------------------------------|
| Scott T. Norton  | 18800 Highway 99, Lynnwood, Wash. |
| Donald H. Healy  | 18800 Highway 99, Lynnwood, Wash. |
| Maurice E. Klein | 18800 Highway 99, Lynwood, Wash.  |

shall serve until their successors are appointed and not for a period in excess of one year. A majority of the Committee may designate a representative to act for it, and each year shall elect members for the ensuing year. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval, as required in these covenants, shall be in writing.

All buildings and structures, including walls, fences and swimming pools, tennis courts, or other recreational facilities, to be erected, must be approved by the Architectural Control Committee, in writing. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted, in duplicate, to the said Committee before construction or alteration is commenced, and such construction or alterations shall not be commenced until written approval thereof has been given by the Committee.

Preliminary plans of proposed structures may be submitted to the Committee for preliminary approval, before preparation of the working drawings, if so desired.

This Architectural Control Committee shall have the authority and jurisdiction to require such modification in plot plans and/or house plans, or plans for other structures, as may be necessary to make the proposed structure comply with the terms of these protective covenants.

The Architectural Control Committee shall have the right to



refuse to approve the design or finishing of any construction or alteration which they feel not suitable or desirable in this Addition, for any cause, aesthetic or otherwise which adversely affects the reasonable harmony of the dwellings in the Addition, or the outlook of other property owners in the Addition; taking into consideration the specific provisions hereof, and the materials, design, lot location, and any other factor without limitation, reasonably related to the maintenance of appearance and value of all property in the Addition, and their decision shall be final.

No structure which the Committee disapproves as herein provided, shall be built until modified plans and/or plot plan, as the case may be, have been submitted and approved by the Committee, in writing.

In the event the Committee, or its designated representative fails to approve or disapprove, within thirty days after plans have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and full compliance to the related covenants shall be deemed fulfilled.

IN WITNESS WHEREOF, the party hereto has executed this instrument this second day of August, 1961.

MODERN HOME BUILDERS, INC.

By: *G.O. Medack*  
G.O. Medack, President

STATE OF WASHINGTON )  
  ) SS  
County of Snohomish )

On this 2nd day of August, 1961, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. O. Medack, to me known to be the President of the corporation that executed the 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

*William T. ...*  
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Seattle.

REC: 9/28/61

5334943

AMENDMENT TO PROTECTIVE COVENANTS  
Woodridge Addition, Division No. 5  
King County, Washington

--000--

KNOW ALL MEN BY THESE PRESENTS:

That MODERN HOME BUILDERS, INC., a Washington corporation, having on August 2, 1961 declared Protective Covenants applicable to all of the property in Woodridge Addition, Division No. 5, King County, Washington, and being the owner of all of the property in said Addition, does hereby establish an amendment to said Protective Covenants set forth in the declaration dated August 2, 1961, and recorded in the office of the County Auditor of King County on August 2, 1961, under Auditor's Receiving Number 5313191, and recorded in volume 4177 at page 255, records of said County.

The said Protective Covenants are hereby amended as follows:

Page 4, the last sentence of the fifth paragraph thereon which reads, "There shall be no exposed utility lines.", shall be deleted therefrom.

In every respect other than as herein stated, the said Protective Covenants, dated August 2, 1961, are hereby confirmed and ratified.

Dated at Lynnwood, Washington this 25th day of September, 1961.

MODERN HOME BUILDERS, INC.

By *R. W. Bishop, Jr.*

STATE OF WASHINGTON )  
                                  )  
County of Snohomish )

On this 25th day of September, 1961, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Executive Vice President of the corporation that executed the 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

*Richard B. P. [Signature]*  
Notary Public in and for the State of  
Washington, residing at Seattle.



Filed for Record Sept 28 1961 12:59 p.m.  
Request of Modern Home Builders  
ROBERT A. MORRIS, County Auditor