

AMENDMENT TO RESTRICTIVE COVENANTS VISTA HOMES #2,
BENTON COUNTY, WASHINGTON, RECORDED IN VOLUME 3
OF PLATS, PAGE 69, RECORDS OF SAID COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, on the 17th day of May, 1948, Robert G. Chalcraft and Hazel D. Chalcraft and Jerome Clarke and Alena Clarke dedicated plat of Vista Homes No. 2 subject to certain restrictions and covenants thereto attached, which plat and restrictive covenants are recorded in volume 3 of plats, page 69, records of Benton County, and

WHEREAS, in paragraph 8 of said restrictions and covenants, the grantors dedicated the above plat subject to utility easements over, across and under the five (5) feet of the lots as indicated by the hyphenated lines and designated as utility easements on the face of the recorded plat, and

WHEREAS, it now appears that such five (5) feet is insufficient for the purposes as intended and the undersigned are desirous of dedicating a further five (5) feet of each lot for such purpose, and

WHEREAS, Modern Home Builders, Inc., a Washington Corporation, is now the owner of the property contained in such plat,

NOW, THEREFORE, in consideration of the benefits accruing to it, Modern Home Builders, Inc., a Washington Corporation, for itself and its grantees, successors and assigns, does hereby dedicate the plat above described subject to utility easements over, across and under an additional five (5) feet of the lots as indicated by the hyphenated lines and designated as utility easements on the face of the recorded plat for the purpose of installation, construction, re-construction, repair and maintenance of sewer lines, domestic water and irrigation water lines, telephone lines, electric power lines, gas lines and any other public utility.

IN WITNESS WHEREOF, the Modern Home Builders, Inc., has caused this instrument to be executed by its proper officer, George Madack, President, and its corporate seal to be hereunto affixed this 23rd day of July, 1948.

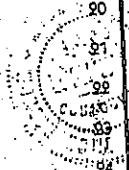
MODERN HOME BUILDERS, INC.
By George Madack
George Madack, President
G.O.

STATE OF WASHINGTON)
COUNTY OF Benton) ss

On this 23rd day of July, 1948, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George Madack 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 was 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 certificate above written.

Harold B. Jupp
Notary Public in and for the State of Washington, residing at Kennewick



VISTA HOMES
NUMBER TWO

KENNEBECK, BENTON, COUNTY WASHINGTON

THE STATE OF WASHINGTON
COUNTY OF BENTON
I, ROBERT D. CHAFFET, Notary Public for the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 17th day of May, 1948.

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF BENTON
On this 17th day of May, 1948, appeared before me personally Robert D. Chaffet, Notary Public for the State of Washington, and James D. Clarke, James D. Clarke and James D. Clarke, all of whom are known to me and are not under any legal disability, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

ROBERT D. CHAFFET
Notary Public
for the State of Washington

RESTRICTIVE COVENANTS
VISTA HOMES NUMBER TWO (2), BENTON COUNTY, WASHINGTON

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 meeting 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.

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.

- 1. All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.
- 2. No building shall be erected, placed or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be organized or elected by the owner or owners of a majority of the lots which are subject to the easements herein set forth provided, however, that if such committee fails to approve or disapprove such design and location within 30 days after such plans have been submitted in it, or if no suit to enforce the execution of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.
- 3. No building shall be located nearer than 20 feet to the front lot line or nearer than 10 feet to the side street line, nor shall have a minimum lot width at the setback line of less than 30 feet. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located near 5 feet to any side lot line.
- 4. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 5,000 square feet or a width of less than 20 feet at the front building setback line.
- 5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 6. No trailer, basement, tank, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 7. No dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story porches and terraces, shall not be less than 700 square feet in the case of a one-story structure, nor less than 550 square feet in the case of a one and one-half, two, or two and one-half story structure.
- 8. The Grantors, for themselves and their Grantees, successors and assigns, do hereby dedicate the plat above described, subject to utility easements over, across and under the five (5) feet of the lots as indicated by the hatched lines and delineated as utility easements on the face of the recorded plat for the purpose of installation, construction, re-construction, repair and maintenance of sewer lines, domestic water and irrigation water lines, telephone lines, electric power lines, gas lines and any other public utility.
- 9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to exterior appearance including finished painting, within eight months from date of commencement of construction.
- 10. No fence, wall, hedge, or mass planting, other than foundation planting shall be permitted between the street line and the minimum setback line of main buildings.

IN WITNESS WHEREOF these presents have been executed this 17th day of May, 1948.

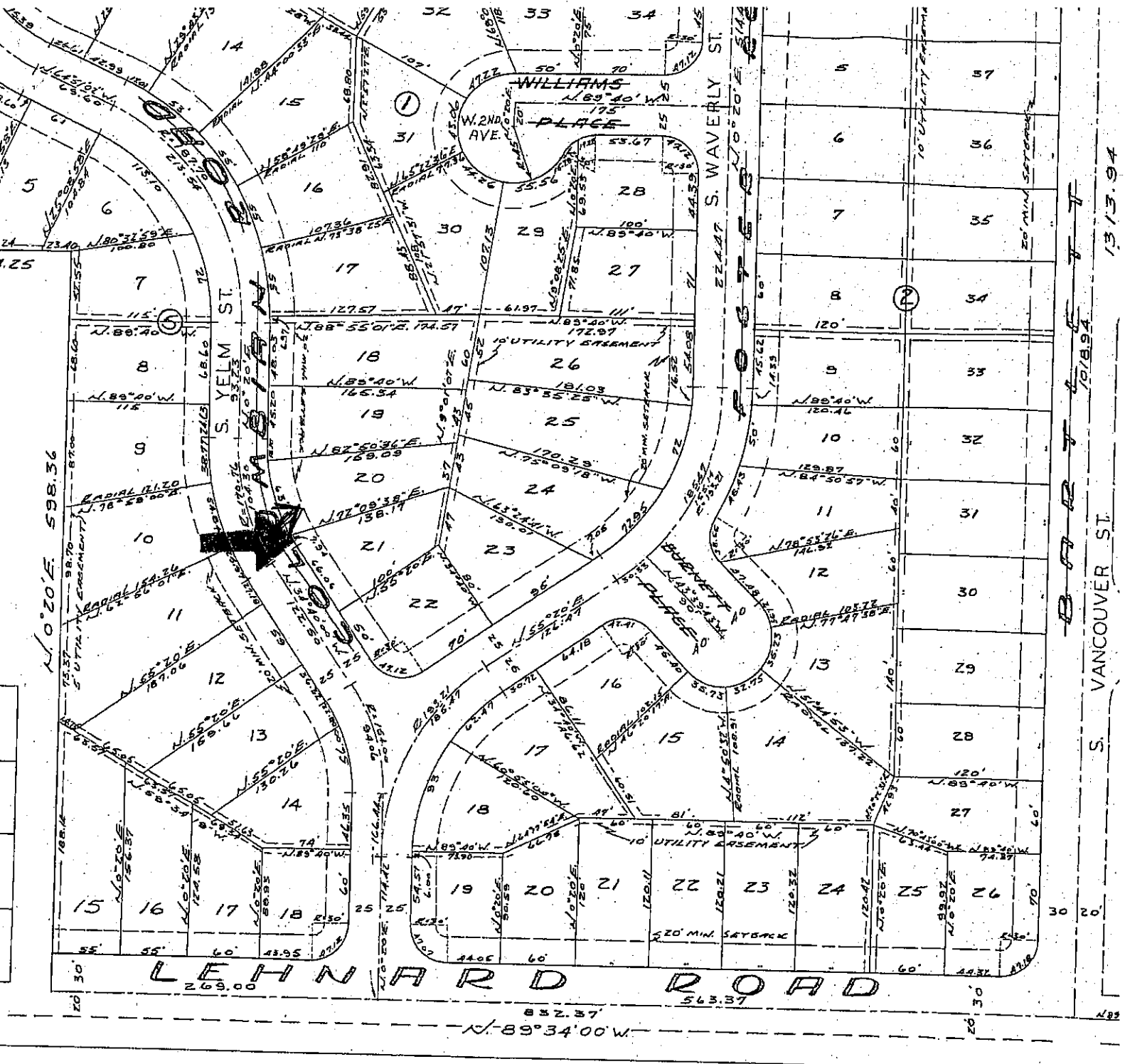
Robert D. Chaffet
Notary Public
James D. Clarke
James D. Clarke
James D. Clarke

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF BENTON
On this 17th day of May, 1948, appeared before me personally Robert D. Chaffet and James D. Clarke, James D. Clarke and James D. Clarke, all of whom are known to me and are not under any legal disability, and they acknowledged to me that they executed the foregoing instrument for the uses and purposes so stated.

Harold G. Fisher
Notary Public in and for the State of Washington, residing at Kenosha, Wis.





THIS SKETCH IS FURNISHED
 SOLELY FOR THE PURPOSE OF
 ASSISTING IN LOCATING THE
 PREMISES AND DOES NOT PIIR-

S. VANCOUVER ST. 1313.94

