600 PROTECTIVE COVERANTS RUBBING WITH LAND THIS INDESTURE and declaration of covenants running with the land, made 2317656 this 26th day of October . 19.71 by C-W Properties, Inc. WITNESSETH: WHEREAS, said parties are the owners in fee of Winsate Division No. 2 an addition to Snohomish County, Washington, as recorded in Wolume 34 of plats, Pages 30 & 31 records of Snohomish County, which property is located in Snohomish County, Washington, WHEREAS, it is the desire of said parties that said covenants be re-corded and that said protective covenants be thoroby impressed upon said land, now therefore stated and as follows: 1. The area covered by those covenants is the entire area described above. 2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dualling not to exceed two stories in height, a private garage for not more than the cars, and a stable for not more than the horses. 3. No dwelling shall be permitted on any lot at a cost of less than \$23,000 (exclusive of land), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 the 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 1,500 square feet for a one story dwelling, one less than 1200 square feet for a dwelling of more than one story.

4. No building shall be located on any let nearer to the front let line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on day lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located mearer than 10 feet to an interior lot line. He dwalling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any case, County regulations shall prevail where more restrictive.

No dwelling shall be erected or placed on any lot having a
width of less than 70 feet at a minimum boilding setbock
line, nor shall any dwelling be erected or placed on any lot
having an area of less than 12,000 square feet.

2317666

OFFICIAL RECORDS

CI 26 1973

- 6. Easements for installation and maintenance of utilities, drainage fucilities, and bridle and pedestrian trails are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may obstruct or retard passage of pedestrians or horses along said easements. The easement area of each lot and all improvements in it shell be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time, either temporarily or permanently.
- 9. Any dwelling or structure erected or placed on any lot in this subdivision (which first must be approved persuant to Coverant No. 2!) shall be completed as to external appearance, including finish pointing, within nine (9) months from date of start of construction, except for reasons beyond control in which case a longer period may be permitted.
- 10. Ho sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 11. No animals, livestock or poultry of any kind shall be raised, bred or kest on any lot except that dogs, cars, horses, or other household pets may be kept, provided that they are not kept, bred, or maintained for any communical purpose.
- 12. No let shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 13. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
- 14. No slope area (greater than 25% slope) shall be used for the stabling, grazing, or housing of horses, or otherwise denuded of its natural vegetation. The purpose of this cavenant is to prevent erosion of the slope areas.
- 15. No lot shall be subdivided where by the resulting lot is smaller than the original lot. (Lots may be divided and grouped together to form larger tracts.)
- 16. No vegetation of any kind shall be removed from those areas designated on the face of the final plat as "native growth protection easement."
- No motorized vehicles of any kind will be allowed on any of the various trails or walkways within the plat of Wingate.
- 17A. No tree 10" or more in diameter shall be removed from any lot without the approval of the architectural control committee, except for dead or dangerous trees. OFFICIAL 1

OFFICIAL RECORDS VOL. 732 PAGE 45

J 26 1973

- No horses will be kept on any lot containing less than 20,000 square feet of usable area. (Usable area is land which lies at a slope of loss than 253.)
- 19. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be eracted, maintained or permitted upon any lot.
- 20. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
- 21. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraphs 22 and 23.
- 22. The Architectural Control Committee is composed of:

B. Douglas Webb 505 Madison St. Seattle, Waghington Same Same Murray Franklyn Corp. Same DuJardin Custom Homes Same Ray Moore Construction Same Same Carl Holm Same John Sweet Same Same

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After the cale of all lots shown on the proposed plat of <u>Wingare Pivision No. 2</u>, the them record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

- 23. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, falls to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if as suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be desired to have been fully complied with.
- 24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ton (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

25. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. 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. IN UITNESS UMEREOF the undersigned have affixed their signatures. 019Miles 9 a Modelle Cruis STATE OF 3 55 COUNTY OF On this day of , A.D., 19 , before me, the undersigned, a Notary Public in and for the State of duly commissioned and swarn personally appeared to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as free and voluntary act and deed for the uses and instrument as fr. purposes therein mentioned. WITHESS my hand and official seal hereto affixed the day and year in this certificate above written. Notary Public in and for the State residing at STATE OF MASSIMPLES SS COUNTY OF STORE - De said corporation. WITNESS my hand and official seal hereto affixed the day and year certificate above written.

Notary Public in and for the sealing of Content of the sealing at Local 4 2 6 % 8 10717 B 8 OFFICIAL RECORDS vol. 732 mgs 47

13/3