

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

AUDITOR'S #2398862  
PAGE ONE  
WINGATE DIV. #3

PROTECTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE AND DECLARATION OF COVENANTS RUNNING WITH LAND, MADE THIS 1ST DAY OF AUGUST 1975, BY C-W PROPERTIES, INC., A WASHINGTON CORPORATION.

WITNESSETH:

WHEREAS, SAID PARTIES ARE THE OWNERS IN FEE OF WINGATE DIVISION #3 AN ADDITION TO SNOHOMISH COUNTY, WASHINGTON, AS RECORDED IN VOLUME 35 OF PLATS PAGES 33, 34, 35, RECORDS OF SNOHOMISH COUNTY, WHICH PROPERTY IS LOCATED IN SNOHOMISH COUNTY, WASHINGTON, AND

WHEREAS, IT IS THE DESIRE OF SAID PARTIES THAT SAID COVENANTS BE RECORDED AND THAT SAID PROTECTIVE COVENANTS BE THEREBY IMPRESSED UPON SAID LAND, NOW THEREFORE

IT IS HEREBY MADE KNOWN THAT SAID PARTIES DO BY THESE PRESENTS MAKE, ESTABLISH, CONFIRM AND HEREBY IMPRESS UPON WINGATE DIV. #3, AN ADDITION TO SNOHOMISH COUNTY, WASHINGTON, ACCORDING TO PLAT THEREOF RECORDED IN VOL. 35 OF PLATS, PAGES 33, 34, 35, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, THE FOLLOWING PROTECTIVE COVENANTS TO RUN WITH SAID LAND, AND DO HEREBY BIND SAID PARTIES AND ALL OF THEIR FUTURE GRANTEEES, ASSIGNEES AND SUCCESSORS TO SAID COVENANTS FOR THE TERM HEREINAFTER STATED AND AS FOLLOWS:

1. THE AREA COVERED BY THESE COVENANTS IS THE ENTIRE AREA DESCRIBED ABOVE.
2. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERCTED, ALTERED PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT, A PRIVATE GARAGE FOR NOT MORE THAN THREE CARS, AND A STABLE FOR NOT MORE THAN TWO HORSES.
3. NO DWELLING SHALL BE PERMITTED ON ANY LOT AT A COST OF LESS THAN \$35,000 (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 FOR 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 NOT BE LESS THAN 1,600 SQ. FT. FOR A ONE STORY DWELLING, NOR LESS THAN 1200 SQ. FT. FOR A DWELLING OF MORE THAN ONE STORY.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT 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 ANY LOT NEARER THAN 40 FT. TO THE FRONT LOT LINE, OR NEARER THAN 40 FT. TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FT. TO AN INTERIOR LOT LINE. NO DWELLING SHALL BE LOCATED ON ANY INTERIOR LOT NEARER THAN 25 FT. 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 ENCRACH UPON ANOTHER LOT. IN ANY CASE,

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4. (CONTINUED)

COUNTY REGULATIONS SHALL PREVAIL WHERE MORE RESTRICTIVE.

5. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 70 FEET AT A MINIMUM BUILDING SETBACK LINE, NOR SHALL ANY DWELLING BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 12,500 SQ. FT.

6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES, DRAINAGE FACILITIES, 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 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 SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

7. NO NOISIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

8. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, MOBILE HOME, BASEMENT, TENT, SHACK, GARAGE, BARN OR ANY OTHER OUTBUILDING SHALL BE USED OR PLACED ON ANY LOT FOR ANY PURPOSE, AT ANY TIME, EITHER TEMPORARILY OR PERMANENTLY.

9. ANY DWELLING OR STRUCTURE ERECTED OR PLACED ON ANY LOT IN THIS SUB-DIVISION (WHICH FIRST MUST BE APPROVED PURSUANT TO COVENANT NO. 21) SHALL BE COMPLETED AS TO EXTERNAL APPEARANCE, INCLUDING FINISH PAINTING, 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. NO 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 SQ. FT. 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 KEPT ON ANY LOT EXCEPT THAT DOGS, CATS, HORSES, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

12. NO LOT 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 BE OBTAINED FROM

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13. (CONTINUED)  
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 COVENANT IS TO PREVENT EROSION OF THE SLOPE AREAS.

15. NO LOT SHALL BE SUBDIVIDED WHEREBY 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."

17. 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.

18. NO HORSES WILL BE KEPT ON ANY LOT CONTAINING LESS THAN 20,000 SQ. FT. OF USABLE AREA. (USABLE AREA IS LAND WHICH LIES AT A SLOPE OF LESS THAN 25%.)

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 ERECTED, 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: B. DOUGLAS WEBB, 505 MADISON STREET, SEATTLE WASHINGTON; DEAN F. HENRY (SAME ADDRESS); CARL HOLM (SAME ADDRESS); JOHN SWEAT (SAME ADDRESS). 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 SALE OF ALL LOTS SHOWN ON THE PLAT OF WINGATE NO. 3, THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE

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22. (CONTINUED)  
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, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED 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 TEN (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.

26. 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.

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Commitment No. 068951

" A "  
EXHIBIT B

1. EASEMENT provisions contained on the face of the plat  
Purpose: Slopes, cuts, fills and drainage  
Affects: Portion of said premises adjoining  
the street or road

2. EASEMENT provisions contained on the face of the plat, as follows:  
An easement is hereby reserved for and granted to Public Utility District No. 1 of Snohomish County, General Telephone Company of the Northwest, Inc., Alderwood Sewer District and Alderwood Water District and their respective successors and assigns under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, sewer and water service, together with the right to enter upon the lots at all times for the purposes herein stated.

Also, each lot shall be subject to an easement 2.5 feet in width, parallel with and adjacent to all interior lot lines for the purposes of utilities and drainage.

3. Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage. The owner of any lots, prior to making any alteration in the drainage system after recording of the plat, must make application to and receive approval from the Director of the Department of Public Works for said alteration. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot shall be done by and at the expense of such owner.
4. COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS imposed by instrument  
Recording No.: 2398862  
(Copy attached)

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EXHIBIT <sup>A</sup><sub>B</sub>

5. No lines or wires for the transmission of electric current or for telephone use, CATV, fire or police signals or for other purposes shall be placed or permitted to be placed upon any lot outside the building thereon unless the same shall be underground or in conduit attached to the building.
  
6. RESERVATIONS AND OTHER MATTERS CONTAINED IN DEED  
Grantor: Standard Oil Company of California,  
a Delaware Corporation  
Recorded: November 7, 1974  
Recording No.: 2363849  
As follows: Excepting and reserving to grantor, its successors and assigns, all oil, gas and other hydrocarbons, water and steam and all other minerals whether similar to those herein specified or not, within or that may be produced from said real property and the adjoining streets, roads and highways; provided, however, that all rights and interest in the surface of said real property are hereby conveyed to grantee, no right or interest of any kind therein, express or implied, being excepted or reserved to grantor. Also, excepting and reserving to grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells and supporting works into or through said real property and the adjoining streets, roads and highways below a depth of 500 feet and to produce, inject, store and remove from and through such wells or works, oil, gas, water or other substances of whatever nature, including the right to perform below said depth any and all operations deemed by grantor necessary or convenient for the exercise of such rights. Also excepting and reserving to grantor, its successors and assigns, for its and their benefit and for the benefit of its and their present or future subsidiaries and their respective successors and assigns, the right of way from time to time and at any place or places, to lay, construction, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of and remove pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water or other substances and to construct, maintain, operate, repair, renew, add to and remove underground wires, conductors, cables and conduits, and appurtenances thereof with the right to trim trees or portions thereof when necessary or proper in the exercise of the foregoing rights and with the further right of ingress and egress to and from the same, over and through, under or along the real property (or any portion thereof) conveyed hereby.

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"A"  
EXHIBIT B

6. Continued

Grantor covenants and agrees, for itself and its successors and assigns, that it shall compensate grantee, its successors and assigns, for any and all damage to the real property conveyed hereby approximately caused by reason of the exercise, by grantor or its successors and assigns, of any right herein reserved.

Affects: All of said plat except for the East 200 feet of Lots 18 to 23, inclusive

7. EASEMENT provisions contained on the face of the plat

Purpose: Trail easement  
Affects: The Southwesterly 20 feet

"A"  
END OF EXHIBIT B

SEE SPECIFIC REFERENCED PROTECTIVE COVENANTS RUNNING WITH LAND  
FURTHER ATTACHED

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