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John B. Stewart Co.  
P.O. Box 215  
Mukilteo - WA  
98275

PROTECTIVE COVENANTS RUNNING WITH LAND

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THIS INDENTURE and declaration of covenants running with the land, made this 25th day of September, 1978, by C-W PROPERTIES, INC., a Washington Corporation.

WITNESSETH:

WHEREAS, C-W PROPERTIES, INC. is the owner in fee of Wingate Division No. 5, an addition to Snohomish County, Washington, as recorded in Volume 78 of Plats, Page(s) 245 and 246, records of Snohomish County, which property is located in Snohomish County, Washington, and

WHEREAS, it is the desire of C-W PROPERTIES, INC. that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT C-W PROPERTIES, INC. by these presents make, establish, confirm and hereby impress upon Wingate Division No. 5, and addition to Snohomish County, Washington, according to plat thereof recorded in Volume 78 of Plats, Page(s) 245 and 246, records of Snohomish County, Washington, the following protective covenants to run with said land, and do hereby bind C-W PROPERTIES, INC. and all of their future grantees, 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 erected, 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 unless it contains a minimum of 1,600 square feet in the case of single story dwelling, or 1,200 square feet on the main floor in the case of a split-level, tri-level or two story dwelling. Square footages stated herein are exclusive of open porches, garages and decks.
4. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot 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.

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No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraphs 23 and 24. The purpose of this covenant is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than previously approved dwellings in the Wingate residential areas.

5. 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 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling 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.
6. 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 square feet.
7. 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 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 shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
8. No noxious 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.
9. 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.
10. Any dwelling or structure erected or placed on any lot in this subdivision (which first must be approved pursuant to Covenant No. 4) 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.

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11. 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 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.)
17. No vegetation of any kind shall be removed from those areas designated on the face of the final plat as "native growth protection easement."
18. No motorized vehicles of any kind will be allowed on any of the various trails or walkways within the plat of Wingate.
19. 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:
20. 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 less than 25%.)
21. 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.
22. 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.

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23. The Architectural Control Committee is composed of:

<u>Name</u>	<u>Address</u>
M. T. Kelly	C-W Properties, Inc. 900 Fourth Avenue, Suite 800 Seattle, Washington 98164
Dean F. Henry	(name)
Carl Holm	"
John Sweat	"

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. 37 the then 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.

24. 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.
25. 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.
26. 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.
27. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

C-W PROPERTIES, INC.

Carl Holm  
Carl Holm, Vice President

Dean F. Henry  
Dean F. Henry, Secretary

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STATE OF WASHINGTON )  
                          ) SS  
COUNTY OF KING      )

On this 25<sup>th</sup> day of September, A.D., 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl Holm and Dean F. Henry, to me known to be the Vice President and Secretary, respectively, of C-W PROPERTIES, INC., 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 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.

*Verle C. Langford*  
Notary Public in and for the  
State of Washington, residing  
at Redmond. My commission  
expires 23-28-79

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619 MAR 23 PM 2 10  
REC'D STATE DEPT  
RECORDS MANAGEMENT  
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AS TO LOTS 2, 5 and 10 -

William F. Kohlwee Dorlene Mae Kohlwee  
William F. Kohlwee Dorlene Mae Kohlwee  
STATE OF WASHINGTON)

1 SS  
COUNTY OF SNOHOMISH)

On this 21st day of March, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William F. Kohlwee and Dorlene Mae Kohlwee and acknowledged their signature to be their free and voluntary act for the uses and purposes mentioned herein and on oath stated 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.

Shirley M. [Signature]  
Notary Public in and for the State of Washington, residing at Chatt. My commission expires 8-1-82

AS TO LOTS 3, 8 and 9 -

BY: [Signature]  
COLONY CRAFT, INC.

STATE OF WASHINGTON)  
1 SS  
COUNTY OF SNOHOMISH)

On this 22 day of March, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greta A. de Jesus and acknowledged their signature to be their free and voluntary act for the uses and purposes mentioned herein and on oath stated 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.

Peggy M. Wilkie  
Notary Public in and for the State of Washington, residing at Seattle. My commission expires June 4, 1982



AS TO LOTS 6 and 14 -

Gregory J. Kramer  
Gregory J. Kramer  
STATE OF WASHINGTON)

Sharon S. Kramer  
Sharon S. Kramer

1 SS  
COUNTY OF SNOHOMISH)

On this 14 day of March, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory J. Kramer and Sharon S. Kramer and acknowledged their signature to be their free and voluntary act for the uses and purposes mentioned herein and on oath stated 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 L. [Signature]  
Notary Public in and for the State of Washington, residing at Seattle. My commission expires 10-1-82



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