

RESTRICTIVE COVENANTS
WINDANDTIDE ADDITION TO
Snohomish County, Washington

Addendum per Restrictive Covenants for Windandtide Addition to Snohomish County, Washington, as per plat recorded in Volume 12 of Plats on pages 49 to 54, inclusive, records of Snohomish County, State of Washington recorded under File No. 836848.

The property owners of Windandtide have adopted the following additions and changes thereto.

KNOW ALL MEN BY THESE PRESENTS: That the restrictions, limitations and conditions hereinafter set forth are hereby established only with respect to all lots in Blocks 1, 2, 3, 4, 5, 6, 7, and 8 of said Plat as follows, viz:

No building shall be erected on any of said lots of said Plat except one detached, single family dwelling, a garage, small private tool or green house, or child's playhouse.

No building shall be erected nearer than 20 feet to the front line of any said lots, and no dwelling shall be erected nearer than 5 feet to any side lot line.

No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, garage, or other building erected in the tract shall at any time be used as a temporary residence.

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with similar structures in said blocks.

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said blocks. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within a reasonable time, then such approval will not be required provided the design and location on the lot conform to and are in harmony with similar structures in said blocks.

In blocks 1 through 8, no lot shall be less than 20,000 square feet in area, unless lot is smaller on original plat; and no dwelling shall be erected on any lot in said blocks having an area of less than 1,200 square feet.

RESTRICTIVE COVENANTS – WINDANDTIDE ADDITION – CONTINUED

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary container for proper disposal. Yard rakings, such as rocks, dirt and other materials as a result of landscaping, shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

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 in compliance with existing laws and regulations and provided they are not kept, bred, or maintained for any commercial purposes. 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 the closely built-up residential community.

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.

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 date these covenants are recorded, after which 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.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions it shall be lawful for any other person or persons owning any other lots in said blocks to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Every person, who by deed becomes grantee of any lot, tract or parcel of land in said blocks will be deemed to have accepted such deed and title to the lands therein described subject to all of the restrictions and conditions herein contained, and such shall be binding upon their heirs, assigns and administrators.