

SUBSTITUTION OF PROTECTIVE COVENANTS

--000--

KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., a Washington corporation, and Pacific Mutual Life Insurance Co., the Owner of all the property included in Woodridge Addition, Division No. 6, and the holder of a mortgage thereon, respectively, do hereby declare the Protective Covenants recorded on May 15, 1963, in volume 4408, page 60, under File No. 5583744, to be null and void; and in their place and for the same purposes, declare the following Protective Covenants, conditions and reservations as established pertaining to all of the property in the said Addition.

This plat and present dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) 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 abrogated prior to the expiration of one of said periods by an instrument in writing, signed by the Owners in fee simple of a majority, in number, of lots in the Addition; Provided, however, that these Covenants may be amended at any time by an agreement, in writing, signed by the Owners in fee simple of a majority, in number, of the lots in the Addition.

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, owning any real property situated in said development, 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 fees for such violation.

In the event of litigation arising out of enforcement of these Covenants, the Grantee or Grantees so involved shall be liable, regardless of outcome, for the payment of all attorney fees, court costs and/or other expenses or loss incurred, and no responsibility for any costs or expenses in such matters shall rest on either the Architectural Control Committee, hereinafter named, or its successors, or on Modern Home Builders, Inc., the present owner and developer of this plat.

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.

All lots in the tract shall be known and described as residential lots. No structure or building of any kind shall be erected.

altered, placed or be permitted to remain on any residential building lot, other than one detached, single family dwelling, for single family occupancy only, and one garage for not more than three cars; and no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently; and no dwelling shall be erected, altered, placed or permitted to remain on any residential building lot without a garage or carport, complete in detail, including roof and finished floor.

In the event of the installation of a swimming pool, nothing herein contained shall prohibit construction of a cabana, or similar structure of reasonable size, provided that the design and construction of said pool and cabana shall be subject to the approval of the Architectural Control Committee, as hereinafter provided.

A temporary sales office, however, may be constructed, or moved onto any lot, and only for the sale of the property in this plat and, upon completion of the sale of the lots in this plat, or sooner, said temporary office shall be removed.

No building or structure shall be moved onto any land embraced in this plat, from any land outside the plat, except a new pre-fabricated structure of a kind and type approved by the Architectural Control Committee hereinafter named, and no building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, with the exception of the temporary sales office hereinabove mentioned.

No trash, ashes or other refuse may be thrown or dumped on any lot in this Addition. No building materials of any kind shall be placed or stored upon any lot until the owner is ready to commence construction, and the building materials shall be placed within the property lines of the building site upon which said structure shall be constructed, and shall not be placed in streets.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner residence tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line limitations shall apply on any residence tract within ten feet from the intersection of a street property line with the edge of a driveway.

No tree shall be permitted to remain within such distance of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No tree, shrub or planting of any type shall be allowed to grow to a height of more than fifteen feet, except the trees existing at the date of this instrument. Vacant lots shall be kept clear of growth which may be objectionable to residents in the plat.

No building shall be located nearer to property lines than as follows:

- A. Front - 20 feet
- B. Side - 5 feet to foundation, or 3½ feet to eaves line
- C. Rear - 25 feet to rear line, rear yard defined as side opposite narrow side of lot abutting street.
- D. Detached garages, or other outbuildings located 70 feet, or more, from the front property line - side & rear - 5 feet to foundation wall, 3 feet to eaves line. Any side line variance from the foregoing must be approved by the Architectural Control Committee.
- E. Side Street - 10 feet to foundation.

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet; however, more than one lot may be used for a building site.

No structure upon any of these lots shall have a roof pitch of more than five feet in elevation for each twelve feet of horizontal distance, or an overall height of over twenty-five feet above the main floor level to the ridge of the roof; except that in the case of two story dwellings, the roof pitch may be no more than six feet in elevation for each twelve feet of horizontal distance.

Only single family dwellings, as indicated below, shall be permitted on any of the respective lots:

<u>1 Story, or with Daylight Basement</u>	<u>1 Story (Daylight Basement), 1½ Story, Tri-level</u>	<u>1, 1½ or 2 story or Tri-level</u>
Lots 1, 22 thru 29, 33 thru 52, & 59 thru 72	Lots 2, 3 & 53	Lots 4 thru 21, 29 thru 32, and 54 thru 58

No dwelling shall be permitted on any lot at a cost of less than Seventeen Thousand Dollars (\$17,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 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 1,400 square feet, except in the case of a daylight basement structures, in which case the main floor area shall not be less than 1250 square feet. A daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides and the window area shall be at least twenty per cent (20%) of the floor area.

No trailers, boats, or other equipment, shall be kept on any property, except inside of garages or shelters approved by the Architectural Control Committee.

All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas as designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the Architectural Control Committee.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed, as to external appearance, including finished painting, within eight months from the date of commencement of construction, unless prevented by causes beyond owner's control.

All driveways shall be paved from garage to street paving.

Roofing shall be of other than composition shingles, unless approved by the Architectural Control Committee, in writing.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed. Public utility easements as required will also be recorded, as will the necessary easements required by governmental subdivisions.

No television or radio aerial shall be erected or placed on any residential site which is more than six feet in height above the highest point, exclusive of chimneys, on the building upon which it is erected. No rotary beams or other similar devices having an overall diameter of more than seventy two (72) inches, shall be constructed on any residential lot.

No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or plot, or within any building located in this Addition on a residential lot or plot, with the exception of sales activities in the temporary sales office. No goods, equipment, vehicles or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, shall be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall any goods, equipment or vehicles used for private purposes and not for trade or business, be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

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, of not more than two in total number, may be kept in compliance with existing laws and regulations and, provided that they are not kept, bred or maintained for any commercial purpose. 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 a closely built up residential section.

No signs shall be erected or maintained on any lot or building plot in the tract, except that not more than one bonafide "For Sale" or "For Rent" sign, not exceeding eighteen inches in height and twenty-four inches in length, may be displayed on any lot or plot.

An Architectural Control Committee composed of three members as follows:

R. W. Bishop, Jr., 18800 Highway 99, Lynnwood, Washington
Cecil W. Hall, 18800 Highway 99, Lynnwood, Washington, and
Donald H. Healy, 18800 Highway 99, Lynnwood, Washington,

shall serve until their successors are appointed and not for a period in excess of one year. A majority of the Committee may designate a representative to act for it, and each year shall elect members for the ensuing year. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither members of this Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval, as required in these covenants, shall be in writing.

All buildings and structures, including walls, fences and swimming pools, tennis courts, or other recreational facilities, to be erected, must be approved by the Architectural Control Committee, in writing. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted, in duplicate, to the Committee before construction or alteration is commenced, and such construction or alterations shall not be commenced until written approval thereof has been given by the Committee.

Preliminary plans of proposed structures may be submitted to the Committee for preliminary approval, before preparation of the working drawings, if so desired.

This Architectural Control Committee shall have the authority and jurisdiction to require such modification in plot plans and/or house plans, or plans for other structures, as may be necessary to make the proposed structure comply with the terms of these protective covenants.

The Architectural Control Committee shall have the right to refuse to approve the design or finishing of any construction or alteration which is, in their judgment, not suitable or desirable in this Addition, for any cause, aesthetic or otherwise, which adversely affects the reasonable harmony of the dwellings in the Addition, or the outlook of other property owners in the Addition; taking into consideration the specific provisions hereof, and the materials, design, lot location, and any other factors without limitation, reasonably related to the maintenance of appearance and value of all property in the Addition, and their decision shall be final.

No structure which the Committee disapproves as herein provided, shall be built until modified plans and/or plot plan, as the case may be, have been submitted and approved by the Committee in writing.

In the event the Committee, or its designated representative fails to approve or disapprove, within thirty (30) days after plans have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and full compliance to the related covenants shall be deemed fulfilled.

IN WITNESS WHERE, these Covenants have been signed this third day of December, 1963.

MODERN HOME BUILDERS, INC.

[Signature]
Executive Vice President

PACIFIC MUTUAL LIFE INSURANCE CO.


By *[Signature]*
President

By *[Signature]*
Edward R. Krenz

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this third day of December, 1963, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Executive Vice 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 is 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 in this certificate above written.

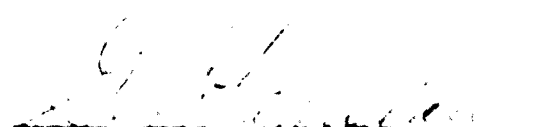


Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 6th day of November 1963, before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, personally appeared _____
THOMAS T. LOTT and FRANK B. KELLY
to me known to be the Vice President and Assistant Secretary, respectively, of PACIFIC MUTUAL LIFE INSURANCE COMPANY, 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 they were 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 in this certificate above written.



Notary Public in and for the County of
Los Angeles, State of California

My commission expires: AUG 11 1966

5709655

AMENDMENT TO SUBSTITUTION OF PROTECTIVE COVENANTS

Woodridge Addition, Division No. 6

King County, Washington

--oOo--

KNOW ALL MEN BY THESE PRESENTS:

That MODERN HOME BUILDERS, INC., a Washington Corporation, having on December 9, 1963 declared Substitution of Protective Covenants applicable to all of the property in Woodridge Addition, Division No. 6, King County, Washington, and the undersigned being the owner presently of all the lots in said Addition, does hereby establish an Amendment to said Substitution of Protective Covenants set forth in the declaration dated December 9, 1963, and recorded in the office of the King County Auditor on December 9, 1963, under Auditor's Receiving Number 5673741, and recorded in volume 4482, at page 341, records of said County.

The said Substitution of Protective Covenants are hereby amended as follows:

In the fourth paragraph of page (3).three, lots 67 and 68 shall be changed to permit the building of a tri-level house, providing the roof elevation does not vary over (2) two feet.

In every respect other than as herein stated, and as stated in the said Substitution of Protective Covenants, dated December 9, 1963, are hereby confirmed and ratified.

Dated at Lynnwood, Washington this 25th day of February, 1964.

MODERN HOME BUILDERS, INC.

Executive Vice President

Wayne H. Bennett

Robert J. Lee

Robert M. Jones

Marilyn M. Luyse

5709655

STATE OF WASHINGTON) ss
County of Snohomish)

On this 25th day of February, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Executive Vice President for 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 is 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 in this certificate above written.

Albert L. Teil
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
County of) ss

On this 27th day of February 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared ROBERT M. LEYSE, MARILYN M. LEYSE, WAYNE H. BRANSTETTER, LOUISE BRANSTETTER, ALBERT L. TEIL and JUNE M. TEIL, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Albert L. Teil
Notary Public in and for the State
of Washington, residing at Seattle

SUBSTITUTION OF PROTECTIVE COVENANTS

--000--

KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., a Washington corporation, and Pacific Mutual Life Insurance Co., the Owner of all the property included in Woodridge Addition, Division No. 6, and the holder of a mortgage thereon, respectively, do hereby declare the Protective Covenants recorded on May 15, 1963, in volume 4408, page 60, under File No. 5583744, to be null and void; and in their place and for the same purposes, declare the following Protective Covenants, conditions and reservations as established pertaining to all of the property in the said Addition.

This plat and present dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) 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 abrogated prior to the expiration of one of said periods by an instrument in writing, signed by the Owners in fee simple of a majority, in number, of lots in the Addition; Provided, however, that these Covenants may be amended at any time by an agreement, in writing, signed by the Owners in fee simple of a majority, in number, of the lots in the Addition.

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, owning any real property situated in said development, 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 fees for such violation.

In the event of litigation arising out of enforcement of these Covenants, the Grantee or Grantees so involved shall be liable, regardless of outcome, for the payment of all attorney fees, court costs and/or other expenses or loss incurred, and no responsibility for any costs or expenses in such matters shall rest on either the Architectural Control Committee, hereinafter named, or its successors, or on Modern Home Builders, Inc., the present owner and developer of this plat.

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.

All lots in the tract shall be known and described as residential lots. No structure or building of any kind shall be erected.

altered, placed or be permitted to remain on any residential building lot, other than one detached, single family dwelling, for single family occupancy only, and one garage for not more than three cars; and no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently; and no dwelling shall be erected, altered, placed or permitted to remain on any residential building lot without a garage or carport, complete in detail, including roof and finished floor.

In the event of the installation of a swimming pool, nothing herein contained shall prohibit construction of a cabana, or similar structure of reasonable size, provided that the design and construction of said pool and cabana shall be subject to the approval of the Architectural Control Committee, as hereinafter provided.

A temporary sales office, however, may be constructed, or moved onto any lot, and only for the sale of the property in this plat and, upon completion of the sale of the lots in this plat, or sooner, said temporary office shall be removed.

No building or structure shall be moved onto any land embraced in this plat, from any land outside the plat, except a new pre-fabricated structure of a kind and type approved by the Architectural Control Committee hereinafter named, and no building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, with the exception of the temporary sales office hereinabove mentioned.

No trash, ashes or other refuse may be thrown or dumped on any lot in this Addition. No building materials of any kind shall be placed or stored upon any lot until the owner is ready to commence construction, and the building materials shall be placed within the property lines of the building site upon which said structure shall be constructed, and shall not be placed in streets.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner residence tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line limitations shall apply on any residence tract within ten feet from the intersection of a street property line with the edge of a driveway.

No tree shall be permitted to remain within such distance of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No tree, shrub or planting of any type shall be allowed to grow to a height of more than fifteen feet, except the trees existing at the date of this instrument. Vacant lots shall be kept clear of growth which may be objectionable to residents in the plat.

No building shall be located nearer to property lines than as follows:

- A. Front - 20 feet
- B. Side - 5 feet to foundation, or 3½ feet to eaves line
- C. Rear - 25 feet to rear line, rear yard defined as side opposite narrow side of lot abutting street.
- D. Detached garages, or other outbuildings located 70 feet, or more, from the front property line - side & rear - 5 feet to foundation wall, 3 feet to eaves line. Any side line variance from the foregoing must be approved by the Architectural Control Committee.
- E. Side Street - 10 feet to foundation.

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet; however, more than one lot may be used for a building site.

No structure upon any of these lots shall have a roof pitch of more than five feet in elevation for each twelve feet of horizontal distance, or an overall height of over twenty-five feet above the main floor level to the ridge of the roof; except that in the case of two story dwellings, the roof pitch may be no more than six feet in elevation for each twelve feet of horizontal distance.

Only single family dwellings, as indicated below, shall be permitted on any of the respective lots:

<u>1 Story, or with Daylight Basement</u>	<u>1 Story (Daylight Basement), 1½ Story, Tri-level</u>	<u>1, 1½ or 2 story or Tri-level</u>
Lots 1, 22 thru 29, 33 thru 52, & 59 thru 72	Lots 2, 3 & 53	Lots 4 thru 21, 29 thru 32, and 54 thru 58

No dwelling shall be permitted on any lot at a cost of less than Seventeen Thousand Dollars (\$17,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 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 1,400 square feet, except in the case of a daylight basement structures, in which case the main floor area shall not be less than 1,250 square feet. A daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides and the window area shall be at least twenty per cent (20%) of the floor area.

No trailers, boats, or other equipment, shall be kept on any property, except inside of garages or shelters approved by the Architectural Control Committee.

All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas as designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the Architectural Control Committee.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed, as to external appearance, including finished painting, within eight months from the date of commencement of construction, unless prevented by causes beyond owner's control.

All driveways shall be paved from garage to street paving.

Roofing shall be of other than composition shingles, unless approved by the Architectural Control Committee, in writing.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed. Public utility easements as required will also be recorded, as will the necessary easements required by governmental subdivisions.

No television or radio aerial shall be erected or placed on any residential site which is more than six feet in height above the highest point, exclusive of chimneys, on the building upon which it is erected. No rotary beams or other similar devices having an overall diameter of more than seventy two (72) inches, shall be constructed on any residential lot.

No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or plot, or within any building located in this Addition on a residential lot or plot, with the exception of sales activities in the temporary sales office. No goods, equipment, vehicles or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, shall be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall any goods, equipment or vehicles used for private purposes and not for trade or business, be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

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, of not more than two in total number, may be kept in compliance with existing laws and regulations and, provided that they are not kept, bred or maintained for any commercial purpose. 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 a closely built up residential section.

No signs shall be erected or maintained on any lot or building plot in the tract, except that not more than one bonafide "For Sale" or "For Rent" sign, not exceeding eighteen inches in height and twenty-four inches in length, may be displayed on any lot or plot.

An Architectural Control Committee composed of three members as follows:

R. W. Bishop, Jr., 18800 Highway 99, Lynnwood, Washington
Cecil W. Hall, 18800 Highway 99, Lynnwood, Washington, and
Donald H. Healy, 18800 Highway 99, Lynnwood, Washington,

shall serve until their successors are appointed and not for a period in excess of one year. A majority of the Committee may designate a representative to act for it, and each year shall elect members for the ensuing year. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither members of this Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval, as required in these covenants, shall be in writing.

All buildings and structures, including walls, fences and swimming pools, tennis courts, or other recreational facilities, to be erected, must be approved by the Architectural Control Committee, in writing. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted, in duplicate, to the Committee before construction or alteration is commenced, and such construction or alterations shall not be commenced until written approval thereof has been given by the Committee.

Preliminary plans of proposed structures may be submitted to the Committee for preliminary approval, before preparation of the working drawings, if so desired.

This Architectural Control Committee shall have the authority and jurisdiction to require such modification in plot plans and/or house plans, or plans for other structures, as may be necessary to make the proposed structure comply with the terms of these protective covenants.

The Architectural Control Committee shall have the right to refuse to approve the design or finishing of any construction or alteration which is, in their judgment, not suitable or desirable in this Addition, for any cause, aesthetic or otherwise, which adversely affects the reasonable harmony of the dwellings in the Addition, or the outlook of other property owners in the Addition; taking into consideration the specific provisions hereof, and the materials, design, lot location, and any other factors without limitation, reasonably related to the maintenance of appearance and value of all property in the Addition, and their decision shall be final.

No structure which the Committee disapproves as herein provided, shall be built until modified plans and/or plot plan, as the case may be, have been submitted and approved by the Committee in writing.

In the event the Committee, or its designated representative fails to approve or disapprove, within thirty (30) days after plans have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and full compliance to the related covenants shall be deemed fulfilled.

IN WITNESS WHERE, these Covenants have been signed this third day of December, 1963.

MODERN HOME BUILDERS, INC.

[Signature]
Executive Vice President

PACIFIC MUTUAL LIFE INSURANCE CO.


By *[Signature]*
President

By *[Signature]*
Edward R. Krenz

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this third day of December, 1963, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Executive Vice 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 is 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 in this certificate above written.

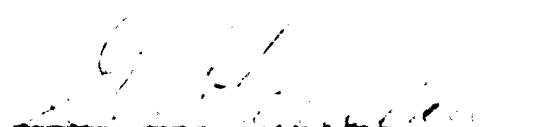


Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 6th day of November 1963, before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, personally appeared _____
THOMAS T. LOTT and FRANK B. KELLY
to me known to be the Vice President and Assistant Secretary, respectively, of PACIFIC MUTUAL LIFE INSURANCE COMPANY, 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 they were 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 in this certificate above written.



Notary Public in and for the County of
Los Angeles, State of California

My commission expires: AUG 11 1966

5709655

AMENDMENT TO SUBSTITUTION OF PROTECTIVE COVENANTS

Woodridge Addition, Division No. 6

King County, Washington

--oOo--

KNOW ALL MEN BY THESE PRESENTS:

That MODERN HOME BUILDERS, INC., a Washington Corporation, having on December 9, 1963 declared Substitution of Protective Covenants applicable to all of the property in Woodridge Addition, Division No. 6, King County, Washington, and the undersigned being the owner presently of all the lots in said Addition, does hereby establish an Amendment to said Substitution of Protective Covenants set forth in the declaration dated December 9, 1963, and recorded in the office of the King County Auditor on December 9, 1963, under Auditor's Receiving Number 5673741, and recorded in volume 4482, at page 341, records of said County.

The said Substitution of Protective Covenants are hereby amended as follows:

In the fourth paragraph of page (3).three, lots 67 and 68 shall be changed to permit the building of a tri-level house, providing the roof elevation does not vary over (2) two feet.

In every respect other than as herein stated, and as stated in the said Substitution of Protective Covenants, dated December 9, 1963, are hereby confirmed and ratified.

Dated at Lynnwood, Washington this 25th day of February, 1964.

MODERN HOME BUILDERS, INC.

Executive Vice President

Wayne H. Bennett

Robert J. Ford

Robert M. Jones

Marilyn M. Luyse

5709655

STATE OF WASHINGTON) ss
County of Snohomish)

On this 25th day of February, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Executive Vice President for 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 is 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 in this certificate above written.

Albert L. Teil
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
County of) ss

On this 27th day of February 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared ROBERT M. LEYSE, MARILYN M. LEYSE, WAYNE H. BRANSTETTER, LOUISE BRANSTETTER, ALBERT L. TEIL and JUNE M. TEIL, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Albert L. Teil
Notary Public in and for the State
of Washington, residing at Seattle

SUBSTITUTION OF PROTECTIVE COVENANTS

--000--

KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., a Washington corporation, and Pacific Mutual Life Insurance Co., the Owner of all the property included in Woodridge Addition, Division No. 6, and the holder of a mortgage thereon, respectively, do hereby declare the Protective Covenants recorded on May 15, 1963, in volume 4408, page 60, under File No. 5583744, to be null and void; and in their place and for the same purposes, declare the following Protective Covenants, conditions and reservations as established pertaining to all of the property in the said Addition.

This plat and present dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) 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 abrogated prior to the expiration of one of said periods by an instrument in writing, signed by the Owners in fee simple of a majority, in number, of lots in the Addition; Provided, however, that these Covenants may be amended at any time by an agreement, in writing, signed by the Owners in fee simple of a majority, in number, of the lots in the Addition.

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, owning any real property situated in said development, 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 fees for such violation.

In the event of litigation arising out of enforcement of these Covenants, the Grantee or Grantees so involved shall be liable, regardless of outcome, for the payment of all attorney fees, court costs and/or other expenses or loss incurred, and no responsibility for any costs or expenses in such matters shall rest on either the Architectural Control Committee, hereinafter named, or its successors, or on Modern Home Builders, Inc., the present owner and developer of this plat.

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.

All lots in the tract shall be known and described as residential lots. No structure or building of any kind shall be erected.

altered, placed or be permitted to remain on any residential building lot, other than one detached, single family dwelling, for single family occupancy only, and one garage for not more than three cars; and no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently; and no dwelling shall be erected, altered, placed or permitted to remain on any residential building lot without a garage or carport, complete in detail, including roof and finished floor.

In the event of the installation of a swimming pool, nothing herein contained shall prohibit construction of a cabana, or similar structure of reasonable size, provided that the design and construction of said pool and cabana shall be subject to the approval of the Architectural Control Committee, as hereinafter provided.

A temporary sales office, however, may be constructed, or moved onto any lot, and only for the sale of the property in this plat and, upon completion of the sale of the lots in this plat, or sooner, said temporary office shall be removed.

No building or structure shall be moved onto any land embraced in this plat, from any land outside the plat, except a new pre-fabricated structure of a kind and type approved by the Architectural Control Committee hereinafter named, and no building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, with the exception of the temporary sales office hereinabove mentioned.

No trash, ashes or other refuse may be thrown or dumped on any lot in this Addition. No building materials of any kind shall be placed or stored upon any lot until the owner is ready to commence construction, and the building materials shall be placed within the property lines of the building site upon which said structure shall be constructed, and shall not be placed in streets.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner residence tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line limitations shall apply on any residence tract within ten feet from the intersection of a street property line with the edge of a driveway.

No tree shall be permitted to remain within such distance of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No tree, shrub or planting of any type shall be allowed to grow to a height of more than fifteen feet, except the trees existing at the date of this instrument. Vacant lots shall be kept clear of growth which may be objectionable to residents in the plat.

No building shall be located nearer to property lines than as follows:

- A. Front - 20 feet
- B. Side - 5 feet to foundation, or 3½ feet to eaves line
- C. Rear - 25 feet to rear line, rear yard defined as side opposite narrow side of lot abutting street.
- D. Detached garages, or other outbuildings located 70 feet, or more, from the front property line - side & rear - 5 feet to foundation wall, 3 feet to eaves line. Any side line variance from the foregoing must be approved by the Architectural Control Committee.
- E. Side Street - 10 feet to foundation.

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet; however, more than one lot may be used for a building site.

No structure upon any of these lots shall have a roof pitch of more than five feet in elevation for each twelve feet of horizontal distance, or an overall height of over twenty-five feet above the main floor level to the ridge of the roof; except that in the case of two story dwellings, the roof pitch may be no more than six feet in elevation for each twelve feet of horizontal distance.

Only single family dwellings, as indicated below, shall be permitted on any of the respective lots:

<u>1 Story, or with Daylight Basement</u>	<u>1 Story (Daylight Basement), 1½ Story, Tri-level</u>	<u>1, 1½ or 2 story or Tri-level</u>
Lots 1, 22 thru 29, 33 thru 52, & 59 thru 72	Lots 2, 3 & 53	Lots 4 thru 21, 29 thru 32, and 54 thru 58

No dwelling shall be permitted on any lot at a cost of less than Seventeen Thousand Dollars (\$17,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 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 1,400 square feet, except in the case of a daylight basement structures, in which case the main floor area shall not be less than 1,250 square feet. A daylight basement shall be defined as one in which the finished basement floor is not more than three feet below grade on exposed sides and the window area shall be at least twenty per cent (20%) of the floor area.

No trailers, boats, or other equipment, shall be kept on any property, except inside of garages or shelters approved by the Architectural Control Committee.

All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas as designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the Architectural Control Committee.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed, as to external appearance, including finished painting, within eight months from the date of commencement of construction, unless prevented by causes beyond owner's control.

All driveways shall be paved from garage to street paving.

Roofing shall be of other than composition shingles, unless approved by the Architectural Control Committee, in writing.

Public utility easements over, under and across the lots shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed. Public utility easements as required will also be recorded, as will the necessary easements required by governmental subdivisions.

No television or radio aerial shall be erected or placed on any residential site which is more than six feet in height above the highest point, exclusive of chimneys, on the building upon which it is erected. No rotary beams or other similar devices having an overall diameter of more than seventy two (72) inches, shall be constructed on any residential lot.

No trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or plot, or within any building located in this Addition on a residential lot or plot, with the exception of sales activities in the temporary sales office. No goods, equipment, vehicles or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, shall be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall any goods, equipment or vehicles used for private purposes and not for trade or business, be kept, stored, dismantled or repaired outside of any building on any residential lot or plot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

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, of not more than two in total number, may be kept in compliance with existing laws and regulations and, provided that they are not kept, bred or maintained for any commercial purpose. 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 a closely built up residential section.

No signs shall be erected or maintained on any lot or building plot in the tract, except that not more than one bonafide "For Sale" or "For Rent" sign, not exceeding eighteen inches in height and twenty-four inches in length, may be displayed on any lot or plot.

An Architectural Control Committee composed of three members as follows:

R. W. Bishop, Jr., 18800 Highway 99, Lynnwood, Washington
Cecil W. Hall, 18800 Highway 99, Lynnwood, Washington, and
Donald H. Healy, 18800 Highway 99, Lynnwood, Washington,

shall serve until their successors are appointed and not for a period in excess of one year. A majority of the Committee may designate a representative to act for it, and each year shall elect members for the ensuing year. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither members of this Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval, as required in these covenants, shall be in writing.

All buildings and structures, including walls, fences and swimming pools, tennis courts, or other recreational facilities, to be erected, must be approved by the Architectural Control Committee, in writing. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted, in duplicate, to the Committee before construction or alteration is commenced, and such construction or alterations shall not be commenced until written approval thereof has been given by the Committee.

Preliminary plans of proposed structures may be submitted to the Committee for preliminary approval, before preparation of the working drawings, if so desired.

This Architectural Control Committee shall have the authority and jurisdiction to require such modification in plot plans and/or house plans, or plans for other structures, as may be necessary to make the proposed structure comply with the terms of these protective covenants.

The Architectural Control Committee shall have the right to refuse to approve the design or finishing of any construction or alteration which is, in their judgment, not suitable or desirable in this Addition, for any cause, aesthetic or otherwise, which adversely affects the reasonable harmony of the dwellings in the Addition, or the outlook of other property owners in the Addition; taking into consideration the specific provisions hereof, and the materials, design, lot location, and any other factors without limitation, reasonably related to the maintenance of appearance and value of all property in the Addition, and their decision shall be final.

No structure which the Committee disapproves as herein provided, shall be built until modified plans and/or plot plan, as the case may be, have been submitted and approved by the Committee in writing.

In the event the Committee, or its designated representative fails to approve or disapprove, within thirty (30) days after plans have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and full compliance to the related covenants shall be deemed fulfilled.

IN WITNESS WHERE, these Covenants have been signed this third day of December, 1963.

MODERN HOME BUILDERS, INC.

[Signature]
Executive Vice President

PACIFIC MUTUAL LIFE INSURANCE CO.


By *[Signature]*
President

By *[Signature]*
Edward R. Krenz

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this third day of December, 1963, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared R. W. Bishop, Jr., to me known to be the Executive Vice 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 is 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 in this certificate above written.

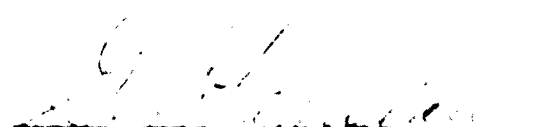


Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 6th day of November 1963, before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, personally appeared _____
THOMAS T. LOTT and FRANK B. KELLY
to me known to be the Vice President and Assistant Secretary, respectively, of PACIFIC MUTUAL LIFE INSURANCE COMPANY, 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 they were 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 in this certificate above written.



Notary Public in and for the County of
Los Angeles, State of California

My commission expires: AUG 11 1966