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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
INGLEWOOD FOREST

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BOB TERVIL CLERK AUDITOR
SNOHOMISH COUNTY, WASH.

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DECLARATION
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INGLEWOOD FOREST

THIS DECLARATION, made on the date hereinafter set forth by Barclays North, Inc. a Washington corporation, hereinafter referred to as "Declarant,".

W I T N E S S E T H

WHEREAS, Declarant is the Owner of certain property in the County of Snohomish, State of Washington, a portion of which has been conveyed to North Crest Development Corp ("North Crest") and Martens Construction, Inc. ("Martens"). North Crest and Martens agree, for purposes of this Declaration and potential future annexations, that Barclays North, Inc. shall be the "Declarant" as described herein.

WHEREAS, the property which is the subject of these CC&Rs is more particularly described as follows and hereinafter referred to as the "Subdivision":

Lots 1 through 26 and Tracts 101, 102 and 103 of the Plat of Inglewood Estates as recording in Volume 56, Pages 175 through 178 of Plats, under Auditors No. 9403025003, records of Snohomish County, Washington.

NOW, THEREFORE, Declarant and Owners hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.
Interpretation.

Section 1. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of the Project.

Section 2. Definitions:

Section 2.1 "Association" shall mean and refer to INGLEWOOD FOREST HOMEOWNERS ASSOCIATION, a Washington non-profit corporation, its successors and assigns.

Section 2.2 "Common Area" shall mean all real property owned by the Association or by the Owners of the Lots in undivided 1/26th interest for the common use, enjoyment and/or maintenance of the Owners and/or the Association. The Tracts listed on the Plat as being owned by the Owners of the Lots in undivided 1/26th interest may be conveyed, through Quit Claim Deed, to the Association. All Common Areas are subject to recorded restrictions and any other applicable governmental restrictions. The Common Area to be owned by the Association is described as follows:

Tracts 101, 102 and 103 of the Plat of Inglewood Estates,
as hereinabove described.

Section 2.3 "Declarant" shall mean and refer to Barclays North, Inc. a Washington Corporation, its successors, heirs and/or assigns if such successors, heirs and/or assigns should acquire all of the undeveloped lots from the Declarant for the purpose of development.

Section 2.4 "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending at the earlier of: (i) 10 years from the date hereof; (ii) sale to individual residential owners of eighty-five percent (85%) of the Lots; or (iii) written notice from the Declarant to the Association in which the Declarant elects to terminate the Development Period.

Section 2.5 "Development Plan" shall mean the Declarant's intended use and development of the property and, to the extent included through annexation, adjacent properties. "Development Plan" also includes and is subject to any and all regulations imposed by state, federal and local law or as otherwise set forth in the final plat map, this Declaration, or conditions imposed as a part of the approval of the Subdivision.

Section 2.6 "Lot" shall mean and refer to any plat or parcel of land shown upon any recorded subdivision map of the Subdivision with the exception of the Common Area, and any land

conveyed or dedicated to Snohomish County or local municipal corporations or otherwise transferred or conveyed to the Association for the common use, enjoyment and/or maintenance of the Owners.

Section 2.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.8 "Subdivision" shall mean and refer to that certain real property hereinabove described.

Section 2.9. "Native Growth Protective Easements" shall mean the real property designated as a "Native Growth/Habitat Protective Areas" or "Wetlands" on the face of the final Plat (hereinafter referred to as "NGPE"). All Native Growth Protection Areas shall be left in a substantially natural state. No clearing, grading, filling, building construction or placement, fence construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible if and only if no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is dead, diseased or hazardous. No adjustment to the boundary of any such area shall occur unless first approved through the formal replat process. Restrictions applicable to NGPEs are determined by federal, state and local laws.

The Native Growth Protection Easements to be owned by the Association at the time of the conveyance of the first Lot is located in Tracts 101 and 102.

ARTICLE II.

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the Common Area.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

(c) the right of the Declarant to make use of or occupation of, or utilize for purposes of ingress, egress, utilities and other similar purposes, in the Common Area for the duration of the Development Period.

Section 2. Delegation of Use. The easement in favor of the Owners for the Common Area shall be appurtenant to and shall not be separated from the ownership of any Lot (however residents on such Lots may also make use thereof) and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot and then only to the transferee of such title. The easement shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title.

ARTICLE III.

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment and all Lots within the Subdivision held for sale by Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members., The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes in the Class A membership equals eighty percent (80%) of the total votes outstanding, or;

(b) on January 1, 2000.

ARTICLE IV.

Association Regulations and Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annually, semi-annually, quarterly or monthly assessments or charges; and

(b) special assessments to be established and collected as hereinafter provided.

The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon and shall attach to the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement, construction, repair, maintenance, insurance and other expenses (e.g., taxes, utility charges, lighting expenses, tot lot expenses, gardening, landscaping and fencing), related to or arising from Common Area or land for which the Association has such responsibilities or obligations or other items deemed necessary and proper by the Association to keep the Subdivision in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations.

The assessments shall specifically include maintenance, repair and replacement, if necessary, of landscaping at the entry of the Subdivision or within right of ways within the plat, and the fencing along the exterior boundaries of the Subdivision.

Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties, including certified public accountants and legal counsel.

Section 3. Maximum Assessment: Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall not exceed ~~One Hundred Twenty Dollars~~ (\$120.00) per year. The assessment shall be paid in periodic intervals as determined by the Board.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for the purpose.

(c) The Board of Directors may fix the assessment in an amount not in excess of the maximum without the vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, property, fixtures or improvements of the Association, including repairs or renovation, provided that any such assessment shall have the assent of the two-thirds (2/3) of the votes of the Association. The due dates of special assessments shall be fixed by the Association.

Section 5. Reserves for Repair or Replacement. As a common expense, the Association may establish and maintain a reserve fund for repair or replacement of improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Association. The reserve fund shall be expended only for the purpose of replacing the Common Areas and any improvements and community facilities thereon, major repairs to any portion of the Common Area and for equipment replacement and start-up expenses and operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserve shall be considered an appurtenance of such Owner's Lot or Living Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot or Living Unit in the event of a transfer or sale.

Section 6. Common Areas Exempt. The Common Areas and all portions of the Property dedicated to and accepted by a government or public authority shall be exempt from assessments by the Association.

Section 7. Exception to Maximum Assessment Limitation. The limitations of maximum annual assessment under Section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Board to reimburse the Association for costs and attorney fees incurred in bringing the Owner, home and/or Lot into compliance with the provisions of this Declaration.

Section 8. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be personally delivered or mailed to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 9. Uniform Rate of Assessment; Lots Owned by Declarant Exempt. All assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, that any vacant or unimproved Lot owned by Declarant (including North Crest and Martens) shall not be subject to any assessment or charge herein.

Section 10. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall not commence prior to the first day of the month following the conveyance of the first Lot from the Declarant. As to each particular Lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier.

The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Board shall fix the amount of the assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board shall be payable on a monthly, quarterly, semi-annual or annual basis as determined by the Association. The Owner may prepay one (1) or more installments on any assessment without a prepayment penalty. The Association shall, upon demand, and for a reasonable charge, furnish a statement or certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred in collecting said assessments shall constitute and create a lien on the property. The Association may bring an action at law against the Owner

personally obligated to pay the same for collection of the debt or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the Snohomish County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA, Fannie Mae, Freddie Mac, or recognized conventional funding source mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of said organization. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Real Property Taxes. In the event that there are real property taxes on the Common Area and the same become delinquent, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot. Alternatively, the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

Section 14. Common Area Maintenance Responsibility. Maintenance, repair, replacement, improvements and insurance to and for the Common Area, and all other areas or improvements as set forth or described in the final plat as responsibilities of all Lot Owners in general or the Association or Section 2 of this Article shall be the responsibility of the Association. The Common Areas shall be maintained in a first-class condition. The construction of amenities commonly used in a park may be permitted after approval by the Architectural Control Committee.

Section 15. Native Growth Protection Easements Maintenance. The Association shall be responsible for maintaining all aspects of the common area, including maintenance of NGPE located therein, as required by state, federal and/or local governmental agencies or authorities, or as required in the plat of the Subdivision. In the event the Association fails to comply with this or any other obligation set forth herein, Declarant may (but shall not be required) undertake to satisfy such performance or obligation and Declarant shall thereafter be reimbursed by the Association or the individual owners of the Lots within thirty (30) days all costs,

expenses and attorney fees incurred. The restrictions include those set forth on the Plat of the Subdivision.

In the event the Declarant shall be responsible for any required monitoring of the NGPE as required by Snohomish County and shall receive all proceeds from any bonds posted by the Declarant that relate to the Plat, including the NGPE bond, if any. The Association assumes all obligations related to the NGPE, and indemnifies and holds harmless the Declarant from any and all claims or damages to the Plat to the extent the same is not caused by the Declarant.

Section 16. Rules and Regulations. The Association shall have the power to adopt, from time to time by Association action, and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, so long as such rules and regulations are not arbitrary and capricious or inconsistent with this Declaration. The Association may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Commons Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner by appointment during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 18. Indemnification of Board Members and Officers. Each Board member or Association committee member, or Association officer, or Declarant or Declarant's agent(s) exercising the powers of the Board or Officers, shall be indemnified by the Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Further, so long as any such person is acting in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other third party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, provided that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

ARTICLE V.

Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds or contracts to the Lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision and any and all buildings or structures built or constructed thereon shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements set forth herein.

Section 1. Ownership, Occupancy and Use. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or structure thereon erected, shall constitute a breach of this restriction, provided however, the Owners are permitted to lease or rent their Lot and improvements (in which case this Declaration and all rules promulgated hereunder will apply with full force and effect to the Lessee/Tenant), and further provided, that the Association may grant written exceptions on a case by case basis.

Section 2. Residential Site. No portion of any Lot in the Subdivision shall be owned, used or occupied except as a part of a single residential site. A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot any portion of which is included in such residential site. The foregoing is subject to approval by the appropriate governmental authority.

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Section 3. Construction of Improvements. The Owner or occupant of each lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that the same and any improvements placed or constructed thereon shall conform to this Declaration, including Architectural Control provisions, and the Development Plan.

Section 4. Architectural Control. For the purpose of further insuring the development of the lands in this Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings and structures placed on each residential site. The Owner or occupant of each site, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans, specifications and plat plan have been approved in writing by the Declarant or its nominee.

The Declarant may nominate the Association or an Architectural Control Committee to perform the duties specified in this Section. The Architectural Control Committee shall have up to three (3) members who each serve three (3) year terms. The Declarant may appoint the members until such time as all Lots in the subdivision have been sold and all plans approved, at which time the Declarant may transfer said appointment power to the Board of Directors.

Any building, wall, fence, out-building, pet house, masonry, swimming pool, sign or other structure shall be placed on the premises only in accordance with the plans and specifications and plat so approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration on the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant or its nominee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is received.

As to all improvements, construction and alterations within or upon the property, the Declarant or its nominee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Declarant or its nominee for any reason, aesthetic or otherwise, and in so passing upon such design,

the Declarant or its nominee shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the opinion of the Declarant or its nominee shall affect the desirability or suitability of such proposed structure, improvements or alterations. Any action or inaction by the Declarant or its nominee shall be solely discretionary and all parties, members and/or potential members shall hold and save Declarant or its nominee provided any such actions or inactions are in good faith.

Should the Declarant or its nominee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within thirty (30) days after a second written request therefor, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no building, wall, fence, sign, swimming pool or other structure shall be erected or be allowed to remain on any residential site when violates any of the covenants or restrictions contained in the Declaration.

Any actions or inactions of the Declarant, its agents or nominees, or the Architectural Control Committee shall be solely discretionary and all parties, members, potential members and Lot Owners shall hold and save harmless the Declarant, its agents or nominees, and the Architectural Control Committee and its members, provided such actions or inactions are in good faith.

The Declarant hereby appoints North Crest and Martens to be the sole members of the Architectural Control Committee for the Plat of Inglewood Estates, and said appointment shall remain in place for said Plat until the earlier of the sale of all Lots in Inglewood Estates or the annexation of additional properties into the Plat. This appointment does not interfere with the right of the Declarant as it relates to future properties annexed into this Association, it being understood that the Declarant shall be free to appoint other persons/entities to be the sole members of the Architectural Control Committee upon annexation of additional properties into the Subdivision.

Section 5. Minimum Size Requirements. No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed living area, excluding attached garage or carport, which has a floor area of not less than nine

ARTICLE V.

Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds or contracts to the Lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision and any and all buildings or structures built or constructed thereon shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements set forth herein.

Section 1. Ownership, Occupancy and Use. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or structure thereon erected, shall constitute a breach of this restriction, provided however, the Owners are permitted to lease or rent their Lot and improvements (in which case this Declaration and all rules promulgated hereunder will apply with full force and effect to the Lessee/Tenant), and further provided, that the Association may grant written exceptions on a case by case basis.

Section 2. Residential Site. No portion of any Lot in the Subdivision shall be owned, used or occupied except as a part of a single residential site. A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot any portion of which is included in such residential site. The foregoing is subject to approval by the appropriate governmental authority.

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hundred sixty (960) square feet in the case of one story houses, and twelve hundred (1200) square feet in the case of multi-floored houses. No such auxiliary building, with the exception of garages and carports, shall have a ground coverage in excess of three hundred (300) square feet. No such dwelling house shall exceed two (2) stories (excluding basement) or be more than thirty five (35) feet in height, without prior written approval of the Declarant, nor shall any such auxiliary building or authorized structure be more than fourteen (14) feet in height without said approval. Height of buildings shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or structure. The above requirements do not supersede any governmental requirements that are more restrictive.

Section 6. Landscaping. Each lot shall be landscaped in accordance with plans, specifications and/or rules as now or hereafter adopted by the Declarant.

All front yards and landscaping must be completed prior to occupancy of the building or structure constructed thereon; in the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant, or its nominee.

Section 7. Construction. All construction of properly authorized improvements on any residential site which shall have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations, shall be used on any Lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house itself is incomplete.

Section 8. Plantings and Fences. No hedge, fence or wall over six (6) feet in height, or such lesser height as the Architectural Control Committee shall specify, shall be constructed, erected, placed, planted, set out, maintained or permitted on any Lot. No fence shall be situated on any building site between the setback line and the street unless approved by the Declarant or Architectural Control Committee. No fence shall be built or installed which is in violation of the Snohomish County Code.

Section 9. Antennas. No television antennas (including satellite communication dishes, or such similar devices), radio aerials, ham radio or similar broadcast or receiving apparatus,

shall be erected, maintained or placed on any residential site. Rotary beams or other similar devices shall not be constructed on any residential site.

Section 10. Changing Lot Contours. The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would affect the drainage from one lot to another or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited shall be determined the Declarant in its sole and uncontrolled discretion.

Section 11. Compliance with Codes and Regulations. Nothing in this Declaration, and no actions or inactions by the Declarant, the Association or the Architectural Control Committee shall in any way relieve the Owner from complying with all federal, state and local laws, codes and regulations, including but not limited to building and construction codes, environmental laws, and land use and zoning regulations.

Section 12. Maintenance by Owners. Unless otherwise specifically provided herein, the Owners of Lots or other residential sites in said Subdivision shall be responsible for the maintenance and upkeep of the improvements and landscaping located on their property. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in the neat and trim condition at all times. Each Lot Owner agrees to promptly landscape all portions of the Lot facing any street.

Section 13. Garbage Disposal. The Owners of the residential sites in said Subdivision shall be responsible to assure that no garbage can or other receptacles will be visible from any place outside the premises except on collection day.

Section 14. Clothesline. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

Section 15. Roofing and Siding Materials. Siding must be of materials such as LP lap, cedar siding, wood shingles, stone or brick. T-111 plywood siding is acceptable only for the rear and sides of homes with bevel siding on fronts. Roofing must be tile, wood shingles, shakes, woodruff, or architectural composition roofing with a rating weight of 235 pounds per square or greater; provided further, metal roofs or other deviations from the

requirements of this section, may be utilized only with the written approval of the Architectural Control Committee.

Section 16. Underground Utilities. No lines or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed upon any residential site outside the buildings thereof unless the same shall be underground or in the conduit attached to a building.

Section 17. Nuisance. Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, and other household pets which are kept on said property solely as household pets, provided that no such animal which is or becomes an annoyance or nuisance to the neighborhood or which is bred or maintained for breeding or other commercial purpose shall thereafter be kept on any Lot or residential site.

* Section 18. Trash. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant or the Association may after ten (10) day written notice, enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand, shall reimburse Declarant for the cost thereof, and such entry and removal shall not be deemed a trespass.

Section 19. Non-permitted Parking. The parkways in front of the Lots and streets shall not be used for overnight parking of any vehicle other than private family automobiles, and shall not be used for the parking or storing of boats, boat trailers, house trailers, automobiles, trucks, campers, motor homes, or other vehicles, ("Vehicles") or any part thereof. Said Vehicles must be stored or placed in a garage or some other place screened from the street and adjoining Lots to the best extent possible, provided however, licensed and operational Vehicles may be parked and kept in driveways.

Section 20. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from outside of the premises, except in accordance with such rules and regulations as may from time to time be adopted by the Declarant or Association. In the absence of such rules and regulations, no signs whatsoever other than professional signs of less than one (1) square foot; conventional house numbers indicating the address of the premises shall be placed on any Lot or residential site other than "For Sale" or "For Rent" signs, the

maximum size of which shall be five square feet. Uniformity standards may be adopted by the Declarant.

Section 21. Reconstruction; Renovation. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to the appearance of a fully inhabitable and aesthetically pleasant condition. Reconstruction shall be undertaken within four months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless the same is prevented by causes beyond the control of the owner or owners. Reconstruction and renovation shall be subject to the terms and conditions set forth in this Declaration.

Section 22. Assessments for Lighting, Water and Utilities. Declarant or its nominee reserves the right to impose assessments upon each residential site in the Subdivision to provide necessary funds to pay the cost for obligations or responsibilities of the Association such as lighting, water and utilities in the Subdivision, including the Common Area, and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided. The assessments herein provided for may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessment provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 23. Deviation. Declarant hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the grantees of other Lots or adjoining or adjacent property Owners) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration. Any deviation shall be manifested in an agreement in writing and shall not constitute a waiver of any other condition, restriction, limitation, or agreement.

Section 24. Additional Restrictions. Declarant may from time to time during the Development Period impose restrictions on all or any part of the Property owned by Declarant in addition to the restrictions contained in this Declaration, including but not limited to designation of specific height restrictions, reservation of view corridors, color restrictions and fencing restrictions. Assuming said restrictions are not arbitrary and capricious, such restrictions shall be enforceable by the Declarant and/or the Association.

Section 25. Easements. Easements for installation and maintenance of utilities, sewage and drainage or as otherwise set

forth in the recorded Plat Map are hereby reserved on each Lot as shown on the final approved Plat of the Subdivision.

Section 26. Sales and Construction Facilities. Notwithstanding any other provision in this Declaration to the contrary, it is expressly permissible during the Development Period for the Declarant and its agents, employees or nominees, to maintain on any portion of the property owned by the Declarant or Association such facilities as the Declarant may reasonably feel are required, convenient, or incidental to the construction and/or sales of lots or improvements thereupon. The Declarant may permit, in writing, an individual owner to maintain temporary equipment and construction material on the Owner's Lot when the Declarant feels the same is reasonably required, convenience or incidental to construction activities for improvement on said Lot.

ARTICLE VI.

General Provisions

Section 1. Covenants to Run with Land. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by Declarant, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself, his heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements.

These covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time they shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change them in whole or in part, provided, however, that in the event, as contemplated herein, similar covenants, restrictions, limitations, conditions and agreements are theretofore made with respect to adjoining lands (hereinafter referred to as additional Subdivisions), the covenants, restrictions, limitations, conditions and agreements hereby imposed may only be terminated or changed in conjunction with the corresponding covenants, restrictions, limitations, conditions and agreements applicable to such additional Subdivisions, and in such case, the agreement of the then Owners of a majority of the Lots in this Subdivision shall be required to effect such termination or change. Any such termination or change so agreed to shall become effective upon the recording of such agreement, duly signed and acknowledged by the

necessary parties, as above provided, in the offices of the Auditor of Snohomish County, Washington.

Section 2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, duly adopted rules and regulations, or agreements by any person or concern claiming by, through or under the Owner, or by virtue of any judicial proceedings, Declarant or the Owner of any Lot or residential site in the Subdivision, or the Association, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In the event of such enforcement, the prevailing party shall be entitled to, in addition to other relief, recovery of its attorney fees and costs. In addition to the foregoing, Declarant, or its nominee, or the Association shall have the right, whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand, shall reimburse the cost thereof including attorney fees and costs incurred; and such entry and abatement or removal shall not be deemed a trespass; provided, however, seven (7) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

Section 3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof nor shall said failure in any way be construed as or constitute a waiver.

Section 4. Right to Assign by Declarant. The Declarant may assign any and all of its rights, powers, obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 5. Annexation. Additional real property may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Declarant's selection, located outside the Property as a part of the Properties subject to and restricted by this Declaration. This right may be exercised without obtaining the consent or

approval of the Association or its members. Declarant may file for record a supplementary declaration of covenants, conditions and restrictions containing such complementary additions and modifications of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the additional properties. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

(b) Additions by Others. Upon approval in writing of the Declarant and the Association, the Owner of such real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Declarant, may file for record a supplementary declaration of covenants, conditions, and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

All such additional properties shall be governed by this Declaration, as amended from time to time.

Section 6. Amendment of this Declaration. Unless otherwise specifically addressed elsewhere, an amendment to any term of this Declaration shall require the affirmative vote of seventy-five percent (75%) of the voting power of the Association. This Declaration may be amended during the Development Period by an affirmative vote of fifty-one percent (51%) of the voting power of the Association. Amendments to any provision of this Declaration which expressly alter the rights, duties, and obligations of Declarant shall contain the affirmative written consent of the Declarant. Any amendment to this Declaration must be recorded with the Snohomish County.

Section 7. Severability. Should any one of the covenants, conditions, restrictions, reservations, easements, or provisions of this Declaration be declared void, invalid, illegal or unenforceable for any reason by judgment or court order, such judgment or order shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant herein has hereunto set its hand and seal the 10th day of MAY, 1994.

BARCLAYS NORTH, INC.,
a Washington Corporation

By Patrick L. McCourt
Patrick L. McCourt, President
Barclays North, Inc

NORTH CREST DEVELOPMENT CORP.
a Washington Corporation

By Richard J. Kle
Its PRES.
Owner of Lots 1, 2, 3, 5, 12, 13,
14, 15, 16, 17, 18, 21 and 22
Plat of Inglewood Estates

MARTENS CONSTRUCTION, INC.
a Washington Corporation

By John J. Martens
Its PRES.
Owner of Lots 4, 6, 7, 8, 9, 10,
11, 19, 20, 23, 24, 25 and 26 of
the Plat of Inglewood Estates

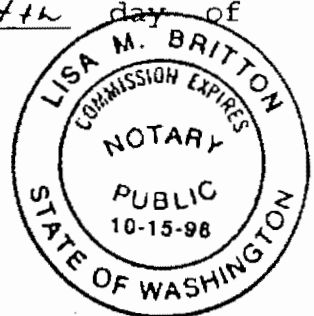
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 4th day of MAY, 1994, before me, a Notary Public in and for the State of Washington, personally appeared Patrick L. McCourt, to me known to be the President of Barclays North, Inc., a Washington Corporation and who acknowledged that he is authorized for and on behalf of said corporation and did so execute the above and foregoing Declaration of Covenants, Conditions and Restrictions of Inglewood Forest as the free and voluntary act and deed of said corporation and for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year first above written.

SUBSCRIBED AND SWORN to before me this 4th day of MAY, 1994.

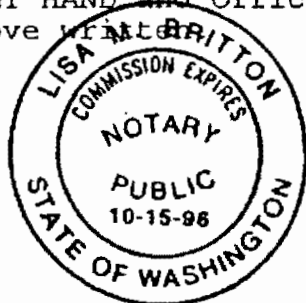
Lisa M. Britton
NOTARY PUBLIC, in and for the
State of Washington, residing at
Lake Stevens
My Comm. Expires: 10-15-96.



STATE OF WASHINGTON)
 : ss.
COUNTY OF SNOHOMISH)

On this 5th day of may, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard Klemm, to me known to be the President of North Crest Development Corp., 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 first above written.

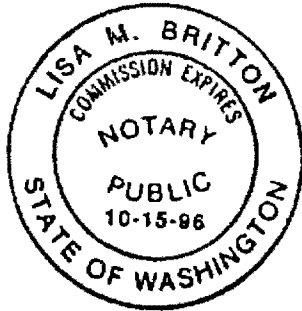


Lisa M. Britton
Notary Public, in and for the
State of Washington, residing
at: Lake Stevens
My Comm. Expires: 10-15-96.

STATE OF WASHINGTON)
) : ss.
COUNTY OF SNOHOMISH)

On this 10th day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Martens, to me known to be the President of Martens Construction, 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 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 first above written.



Lisa M. Britton
Notary Public, in and for the
State of Washington, residing
at: Lake Stevens
My Comm. Expires: 10-15-96

FIRST ADDENDUM TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF INGLEWOOD FOREST

THIS ADDENDUM is made on the date hereinafter set forth below by BARCLAYS NORTH, INC., a Washington corporation (hereinafter referred to as the "Declarant") for the purpose of extending the original Declaration, with amendments and addenda, to encompass through annexation Division I of Inglewood Forest.

W I T N E S S E T H

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Inglewood Forest, as originally recorded under Snohomish County Auditor's No. 9405110115, as amended under Snohomish County Auditor's No. 9406070274 and as otherwise heretofore amended or revised, said documents being hereinafter referred to as the "Declaration," and;

WHEREAS, in accordance with Article VI, Section 5(a) of the Declaration, Declarant hereby subjects and imposes the benefits, easements, covenants and conditions of the Declaration upon the Plat of Inglewood Forest, Division I, recorded with the Snohomish County Auditor under Volume 57 of Plats, Pages 199 through 201, under Snohomish County Recorder's No. 9409215004, and;

WHEREAS, the Declarant wishes to supplement, extend and otherwise amend the Declaration in order to annex Division I and have the benefits and obligations set forth in the Declaration, including membership in Inglewood Forest Homeowners Association, a Washington non-profit corporation, extend not only to Inglewood Estates (also known as "Inglewood Forest") but also to Division I of Inglewood Forest;

NOW, THEREFORE, the Declarant hereby supplements and otherwise amends the Declaration as follows, it being the intent that the terms and conditions of this Addendum constitute covenants running with the land and be binding upon all present and future owners of the land, along with their successors, assigns and heirs:

Section 1. Unless otherwise modified, supplemented or amended herein, all of the provisions of the Declaration hereinabove described, as amended and extended, are further amended and extended to include the Division I of Inglewood Forest. Said Declaration shall remain in full force and effect as to Inglewood Estates as recorded with Snohomish County under Auditors No. 9403025003 and, through this document and the face of the plat, to Division I of Inglewood Forest.

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OLD REPUBLIC TITLE, LTD.

Section 2. The first paragraph of the preamble of the Declaration is expressly supplemented to the extent that the term "Subdivision" shall hereinafter include the following:

All of the lands embraced within the plats of Inglewood Estates, as recorded with the Snohomish County Auditor under No. 9403025003, and Inglewood Forest Division I, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington under Auditor's No. 9409215004

Section 3. Article I, Section 2.2 is hereby amended to incorporate the common areas within Division I of Inglewood Forest, and thereafter read in its entirety, as follows:

"Common Area" shall mean all real property owned by the Association or by the Owners of the Lots in undivided interest which are for the common use, enjoyment and/or maintenance of the Owners and/or Association. Tracts listed on the Plat, if any, as being owned by the Owners of the Lots in undivided interest may be conveyed, through Quit Claim Deed, to the Association. Common Area responsibilities include maintenance, repairs, upkeep and expenses relating to signage, monuments, landscaping and lighting at the entrance of the Plat, and as set forth in the signage easements on Lot 8 and Lot 1, as recorded under Snohomish County Auditor's File Numbers 9406070275 and 9406070276. All Common Areas are subject to recorded restrictions and any other applicable governmental restrictions. The Common Area to be owned by the Association is described as follows:

Tracts 101, 102 and 103 of the Plat of Inglewood Estates, as hereinabove described, and;

Tracts 996, 997, 998 and 999 of the Plat of Inglewood Forest, Division I, as described herein.

Any provisions contained in the final plat relating to the permissible use(s) of any specific Tracts that also satisfy the definition of Common Area (e.g., Native Growth Protection Easements) shall, without altering maintenance responsibilities of the Association, prevail over general permissible uses for Common Areas as set forth in the Declaration.

Section 4. Included within the definition of "Native Growth Protection Easements shall be that portion of the Tract(s) so designated on the face of the Plat of Inglewood Forest, Division I, including Tract 999 and portions of individual Lots.

Section 5. The Declarant has installed natural gas in the Subdivision. Prior to occupancy, all homes shall be connected to natural gas as their primary source of heat.

Section 6. The following additional covenants are specific to Division I of Inglewood Forest:

- a. Plat Conditions. All terms and conditions within the plat of Division I of Inglewood Forest, as recorded under Snohomish County are incorporated herein by reference.
- b. Pedestrian Trail. The pedestrian trail shall be for the use and benefit of all existing and future members of the Association and shall be maintained by Inglewood Forest Homeowners Association.
- c. Planter Islands/Landscape Areas. All planter islands and landscaped areas in the public right-of-ways shall be maintained by the Inglewood Forest Homeowners Association. Said areas may be reduced or eliminated only if approved in writing by Snohomish County and the Declarant.
- d. Tracts 996, 997 and 999 (Common Open Space). Tracts 996, 997 and 999 shall be left in a substantially natural state as common open space, and shall be subject to the restrictions set forth on the face of the Plat.
- e. Duplex Lots. Duplexes shall be permissible on Lots 11 and 13. In the event a duplex is constructed, the Owner of each separate unit shall be a member of the Association and shall be subject to the same assessments, rules and benefits as in other Lot Owners.

Section 7. All other restrictions, terms and conditions set forth in the Declaration shall remain in effect as to both Inglewood Estates and Inglewood Forest, Divisions I and shall be binding upon and inure to the benefit of the Owners of the Lots within the Subdivision.

IN WITNESS HEREOF the undersigned, being the Declarant herein, sets forth its hand and seal on this 22ND day of SEPTEMBER, 1994.

BARCLAYS NORTH, INC., Declarant

By 
Patrick L. McCourt, President

9409220415

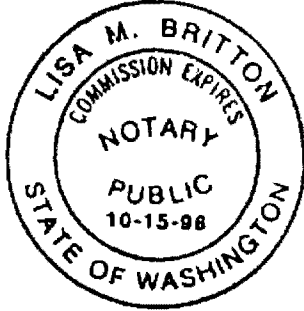
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VOL. 2960 PAGE 0848

STATE OF WASHINGTON)
: SS.
COUNTY OF Snohomish)

On this 22nd day of September, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick L. McCourt, to me known to be the President of BARCLAYS NORTH, INC., and who acknowledged that he is authorized for and on behalf of said corporation, and did so execute the above and foregoing First Addendum to the Declaration of Covenants, Conditions and Restrictions of Inglewood Forest as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.



Lisa Britton
Notary Public, in and for the
State of Washington, residing
at: Lake Stevens.
My Comm. Expires: 10-15-96.

RECORDED
'94 SEP 22 P4:48
BOB TERKILL LIGER AUDITOR
SNOHOMISH COUNTY, WASH

10

SECOND ADDENDUM TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF INGLEWOOD FOREST
=====

THIS ADDENDUM is made on the date hereinafter set forth below by BARCLAYS NORTH, INC., a Washington corporation (hereinafter referred to as the "Declarant") for the purpose of extending the original Declaration, with amendments and addenda, to encompass through annexation Division IV of Inglewood Forest.

W I T N E S S E T H

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Inglewood Forest, as originally recorded under Snohomish County Auditor's No. 9405110115, as amended under Snohomish County Auditor's No. 9406070274, as extended through the First Addendum to Declaration of Covenants, Conditions and Restrictions and of Inglewood Forest (the "First Addendum") recorded with Snohomish County under Auditor's No. 9409220415, and as otherwise heretofore amended or revised, said documents being hereinafter collectively referred to as the "Declaration," and;

WHEREAS, in accordance with Article VI, Section 5(a) of the Declaration, Declarant hereby subjects and imposes the benefits, covenants, conditions, restrictions easements and obligations of the Declaration upon the Plat of Inglewood Forest, Division IV, recorded with the Snohomish County Auditor under Volume 57 of Plats, Pages 202 through 204, under Snohomish County Recorder's No. 9409215005, provided however, Lot 8 of Division IV shall not be included in this annexation, and;

WHEREAS, as used herein, the term "Division IV" shall include all properties within the final plat of Inglewood Forest, Division IV, with the exception of Lot 8 of Division IV.

WHEREAS, the Declarant wishes to supplement, extend and otherwise amend the Declaration in order to annex Division IV and have the benefits and obligations set forth in the Declaration, including membership in Inglewood Forest Homeowners Association, a Washington non-profit corporation, extend not only to Inglewood Estates (also known as "Inglewood Forest"), Division I of Inglewood Forest, but also to Division IV of Inglewood Forest as provided and defined herein;

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OLD REPUBLIC TITLE, LTD.

NOW, THEREFORE, Declarant hereby supplements and otherwise amends the Declaration as follows, it being the intent that the terms and conditions of this Addendum constitute covenants running with the land and be binding upon all present and future owners of the land, along with their successors, assigns and heirs:

Section 1. Unless otherwise modified, supplemented or amended herein, all of the provisions of the Declaration hereinabove described, as amended and extended, are further amended and extended to include Division IV of Inglewood Forest. Said Declaration shall remain in full force and effect as to Inglewood Estates as recorded with Snohomish County under Auditors No. 9403025003, to Division I of Inglewood Forest, and, through this document and the face of the plat, to Division IV of Inglewood Forest.

Section 2. The first paragraph of the preamble of the Declaration is expressly supplemented to the extent that the term "Subdivision" shall hereinafter also include the following:

All of the lands embraced within the plats of Inglewood Estates, as recorded with the Snohomish County Auditor under No. 9403025003; Inglewood Forest Division I, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington under Auditor's No. 9409215004; and Inglewood Forest Division IV, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9409215005.

Section 3. Article I, Section 2.2 is hereby supplemented to incorporate the Common Areas within Division IV of Inglewood Forest and include within the definition of Common Area the common open space (Tracts 985 and 987) and the Storm Detention Facilities (Tract 986); provided however, that restrictions on the face of the plat or imposed by state, federal or local law relating the Common Areas shall supercede inconsistent provisions, if any, in the Declaration.

Section 4. Included within the definition of "Native Growth Protection Easements shall be that portion of the Tract(s) so designated on the face of the Plat of Inglewood Forest, Division IV, including Tracts 985 and 987.

Section 5. The Declarant has installed natural gas in the Subdivision. Prior to occupancy, all homes shall be connected to natural gas as their primary source of heat.

Section 6. The following additional covenants are specific to Division IV of Inglewood Forest:

- a. Plat Conditions. All terms and conditions within the plat of Division IV of Inglewood Forest, as recorded under Snohomish County are incorporated herein by reference.
- b. Planter Islands/Landscape Areas. All planter islands and landscaped areas in the public right-of-ways shall be maintained by the Inglewood Forest Homeowners Association. Said areas may be reduced or eliminated only if approved in writing by Snohomish County and the Declarant.
- c. Tracts 985 and 987 (Common Open Space). Tracts 985 and 987 shall be left in a substantially natural state as common open space, and shall be subject to the restrictions set forth on the face of the Plat.
- d. Duplex Lots. Duplexes shall be permissible on Lots 5, 6 and 7. In the event a duplex is constructed, the Owner of each separate unit shall be a member of the Association and shall be subject to the same assessments, rules and benefits as in other Lot Owners.

Section 7. All other restrictions, terms and conditions set forth in the Declaration shall remain in effect as to both Inglewood Estates and Inglewood Forest, Divisions I and shall be binding upon and inure to the benefit of the Owners of the Lots within the Subdivision.

IN WITNESS HEREOF the undersigned, being the Declarant herein, sets forth its hand and seal on this 22ND day of SEPTEMBER, 1994.

BARCLAYS NORTH, INC., Declarant

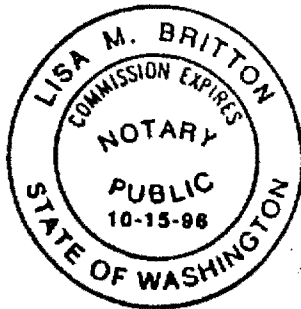
By Patrick L. McCourt
Patrick L. McCourt President

9409220416

STATE OF WASHINGTON)
 : SS.
COUNTY OF SNOHOMISH)

On this 22nd day of September, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick L. McCourt, to me known to be the President of BARCLAYS NORTH, INC., and who acknowledged that he is authorized for and on behalf of said corporation, and did so execute the above and foregoing First Addendum to the Declaration of Covenants, Conditions and Restrictions of Inglewood Forest as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.



Lisa Britton
Notary Public, in and for the
State of Washington, residing
at: Lake Stevens.
My Comm. Expires: 10-15-96.

RECORDED
94 SEP 22 P4:48
BOB TERWILLIGER AUDITOR
SNOHOMISH COUNTY, WASH

AFTER RECORDING, RETURN TO:
Lawrence & Syria
400 112th Ave. N.E., Ste. 300
Bellevue, WA 98004-5517

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RECORDED

'95 MAY -3 11:57

SUB TOLWILLIGER AND
SNOHOMISH COUNTY

ADDENDUM TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF INGLEWOOD FOREST

FOR ANNEXATION OF DIVISION II

=====

9505030124

THIS ADDENDUM is made on the date hereinafter set forth below by BARCLAYS NORTH, INC., a Washington corporation hereinafter referred to as the "Declarant") for the purpose of extending the original Declaration, with amendments and addenda, to encompass through annexation Division II of Inglewood Forest.

W I T N E S S E T H

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Inglewood Forest, as originally recorded under Snohomish County Auditor's No. 9405110115, as amended under Snohomish County Auditor's No. 9406070274 as previously extended through the First and Second Addenda to the Declaration of Covenants, Conditions and Restrictions of Inglewood Forest recorded under Snohomish County Auditor's Numbers 9409220415 and 9409220416, and as otherwise heretofore amended or revised, said documents being hereinafter referred to as the "Declaration", and;

WHEREAS, in accordance with Article VI, Section 5(a) of the Declaration, Declarant hereby subjects and imposes the benefits, covenants, conditions restrictions, easements and obligations set forth in the Declaration upon the Plat of Inglewood Forest, Division II, recorded with the Snohomish County Auditor under Volume 59 of Plats, Pages 52 through 56 under Snohomish County Auditor's No. 9505035004, provided however, that Lots 41, 42, 43, 44 and 45 of Division II shall not be included in this annexation or otherwise covered by the Declaration, and;

WHEREAS, as used herein, the term "Division II" shall include all properties within the final plat of Inglewood Forest, Division II, with the exception of Lots 41, 42, 43, 44 and 45 of Division II, and;

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WHEREAS, the Declarant wishes to supplement, extend and otherwise amend the Declaration in order to annex Division II and have the benefits and obligations set forth in the Declaration, including membership in Inglewood Forest Homeowners Association, a Washington non-profit corporation, extend not only to Inglewood Estates (also known as "Inglewood Forest"), Divisions I and IV of Inglewood Forest, but also to Division II of Inglewood Forest as provided and defined herein;

NOW, THEREFORE, the Declarant hereby supplements and otherwise amends the Declaration as follows; it being the intent that the terms and conditions of this Addendum constitute covenants running with the land and be binding upon all present and future owners of the land, along with their successors, assigns and heirs:

Section 1. Unless otherwise modified, supplemented or amended herein, all of the provisions of the Declaration hereinabove described, as amended and extended, are further amended and extended to include Division II of Inglewood Forest. Said Declaration shall remain in full force and effect as to Inglewood Estates as recorded with Snohomish County under Auditors No. 9403025003 and to Divisions I and IV of Inglewood Forest, and, through this document and the face of the plat, to Division II of Inglewood Forest.

Section 2. The first paragraph of the preamble of the Declaration is expressly supplemented to the extent that the term "Subdivision" shall hereinafter include the following:

All of the lands embraced within the plats of Inglewood Estates, as recorded with the Snohomish County Auditor under No. 9403025003; Inglewood Forest, Division I, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington under Auditor's No. 9409215004; Inglewood Forest, Division IV, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9409215005; and Inglewood Forest, Division II, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9505035004.

Section 3. Article I, Section 2.2 is hereby supplemented and, to the extent inconsistent, amended to incorporate the Common Areas (also referred to as "open space" or "common open space") within Division II of Inglewood Forest, and to include within the

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definition of Common Area the common open space (Tracts 983, 988, 992 and 993) and the Storm Detention Facilities (Tract 989). All of the Common Area Tracts within Division II are granted and conveyed to the Inglewood Homeowner's Association, and the Association shall be responsible to the perpetual maintenance of said Tracts, with Tract 989 being subject to and emergency maintenance easement in favor of Snohomish County.

All Common Open Spaces shall be subject to the requirements contained in the plat and Declaration. In the event of restrictions on the face of the plat or obligations imposed by state, federal or local laws related to the Common Areas exist, they shall supersede inconsistent provisions, if any, in this Declaration.

Section 4. Included within the definition of "Native Growth Protection Easements shall be that portion of the Tract(s) so designated on the face of the plat of Inglewood Forest, Division II, including Tracts 988, 992 and 993.

Section 5. The Declarant has installed natural gas in the Subdivision. Prior to occupancy, all homes shall be connected to natural gas as their primary source of heat.

Section 6. The following additional covenants are specific to Division II of Inglewood Forest:

- a. Plat Conditions. All terms and conditions within the plat of Division II of Inglewood Forest, as recorded under Snohomish County are incorporated herein by reference.
- b. Pedestrian Trail. The pedestrian trail shall be for the use and benefit of all existing and future members of the Association, subject to conditions set forth on the face of the plat, and shall be maintained by Inglewood Forest Homeowners Association.
- c. Planter Islands/Landscape Areas. All planter islands and landscaped areas in the public right-of-ways shall be maintained by the Inglewood Forest Homeowners Association. Said areas may be reduced or eliminated if approved in writing by Snohomish County and the Declarant.
- d. Common Open Space Tracts. Tracts 988, 992 and 993 shall be left in a substantially natural state as common open space, and shall be subject to the restrictions set forth on the face of the Plat.

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Section 7. All other restrictions, terms and conditions set forth in the Declaration shall remain in effect as to both Inglewood Estates and Inglewood Forest, and shall be binding upon and inure to the benefit of the Owners of the Lots within the Subdivision as set forth in the Declaration.

IN WITNESS HEREOF the undersigned, being the Declarant herein, sets forth its hand and seal on this 8th day of APRIL 1995.

BARCLAYS NORTH, INC., Declarant

BY Patrick L. McCourt
Its PRESIDENT

STATE OF WASHINGTON

: SS

COUNTY OF SNOHOMISH

On this 8th day of April, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick L. McCourt to me known to be the President of BARCLAYS NORTH, INC., and who acknowledged that he is authorized for and on behalf of said, corporation, and did so execute the above and foregoing Addendum to the Declaration of Covenants, Conditions and Restrictions on Inglewood Forest as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

Lisa M. Button
Notary Public, in and for the
State of Washington, residing
at: Lake Stevens
My Comm. Expires:
10-15-96



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ADDENDUM TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF INGLEWOOD FOREST

FOR ANNEXATION OF DIVISION III

SUBJECT WILL UNDER
THE PROVISIONS OF

9601020045

THIS ADDENDUM is made on the date hereinafter set forth below by BARCLAYS NORTH, INC., a Washington corporation hereinafter referred to as the "Declarant") for the purpose of extending the original Declaration, with amendments and addenda, to encompass through annexation Division III of Inglewood Forest.

WITNESSETH

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Inglewood Forest, as originally recorded under Snohomish County Auditor's No. 9405110115, (formerly known as "Inglewood Estates") as amended under Snohomish County Auditor's No. 9406070274, thereafter extended though the First and Second Addenda to the Declaration of Covenants, Conditions and Restrictions of Inglewood Forest recorded under Snohomish County Auditor's Numbers 9409220415 (Division I) and 9409220416 (Division IV), and further extended to also encompass and annex Division II of Inglewood Forest, said annexation being recorded under Snohomish County Auditor's Number 9505030124, and as otherwise amended or revised, said documents being hereinafter collectively referred to as the "Declaration," and;

WHEREAS, in accordance with Article VI, Section 5(a) of the Declaration, Declarant hereby subjects and imposes the benefits, covenants, conditions restrictions, easements and obligations set forth in the Declaration upon the Plat of Inglewood Forest, Division III, recorded with the Snohomish County Auditor under Volume 60 of Plats, Pages 179 through 183 under Snohomish County Auditor's No. 9601025002, and;

WHEREAS, the Declarant wishes to supplement, extend and otherwise amend the Declaration in order to annex Division III of Inglewood Forest, and have the benefits and obligations set forth in the Declaration, including membership in Inglewood Forest Homeowners Association, a Washington nonprofit corporation, extend not only to the original plat of Inglewood Estates (now known as and a part of "Inglewood Forest"), and Divisions I, II and IV of Inglewood Forest, but also to Division III of Inglewood Forest as provided and defined herein;

Section 4. Included within the definition of "Native Growth Protection Easements" shall be that portion or portions of the Tract so designated on the face of the plat of Inglewood Forest, Division III, including specifically Tract 995.

Section 5. The Declarant has installed natural gas in the Subdivision. Prior to occupancy, all homes shall be connected to natural gas as their primary source of heat.

Section 6. The following additional covenants and restrictions are specific to Division III of Inglewood Forest:

- a. **Plat Conditions.** All terms and conditions within the plat of Division III of Inglewood Forest are incorporated herein by reference.
- b. **Pedestrian Trail.** The pedestrian trail within Inglewood Forest shall be for the use and benefit of all existing and future members of the Association, subject to conditions set forth on the face of the plat, and shall be maintained by Inglewood Forest Homeowners Association.
- c. **Planter Islands/Landscape Areas.** Notwithstanding any provisions to the contrary, all planter islands and landscaped areas in the public right-of-ways shall be maintained by the Inglewood Forest Homeowners Association. Said areas may be reduced or eliminated if approved in writing by Snohomish County and the Declarant.
- d. **Common Open Space Tracts.** Common Area Tract 995 shall be left in a substantially natural state as common open space, and shall be subject to the restrictions set forth on the face of the Plat.
- e. **Drainage Easements.** Drainage easements designated on the plat are reserved for Snohomish County, unless designated on the plat as private easements. Snohomish County shall have the right of ingress and egress, and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or other drainage facilities, under, upon and through the drainage easement. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences, are located within any drainage easement containing public utilities or delineated flood plain area.

Section 7. All other restrictions, terms and conditions set forth in the Declaration shall remain in effect and shall be binding upon and inure to the benefit of the Declarant, Association and Owners of the Lots within the Subdivision as set forth in the Declaration, provided however, unless and to the extent that federal, state or local legislation mandate provisions which are contrary to any of the provisions in the Declaration, those provisions mandated by law shall apply.

IN WITNESS HEREOF the undersigned, being the Declarant herein, sets forth its hand and seal on this 29 day of DECEMBER 1995.

BARCLAYS NORTH, INC., Declarant

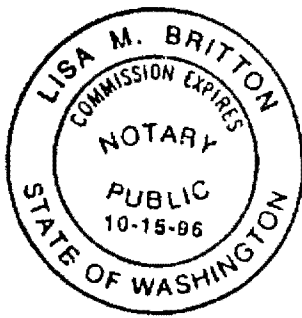
By Patrick L. McCourt
Patrick McCourt, President

STATE OF WASHINGTON
: ss
COUNTY OF SNOHOMISH

On this 29th day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick L. McCourt to me known to be the President of BARCLAYS NORTH, INC., and who acknowledged that he is authorized for and on behalf of said, corporation, and did so execute the above and foregoing Addendum to the Declaration of Covenants, Conditions and Restrictions or Inglewood Forest as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

Lisa M. Britton
Notary Public, in and for the
State of Washington, residing
at: Lake Stevens
My Comm. Expires:
10-15-96



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ADDENDUM TO

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF INGLEWOOD FOREST

FOR ANNEXATION OF DIVISION V

THIS ADDENDUM is made on the date hereinafter set forth below by BARCLAYS NORTH, INC., a Washington corporation (hereinafter referred to as the "Declarant") for the purpose of extending the original Declaration, with amendments and addenda, to encompass through annexation Division V of Inglewood Forest.

WITNESSETH

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Inglewood Forest, as originally recorded under Snohomish County Auditor's No. 9405110115, (formerly known as "Inglewood Estates") and as amended under Snohomish County Auditor's No. 9406070274, and thereafter extended though the First and Second Addenda to the Declaration of Covenants, Conditions and Restrictions of Inglewood Forest recorded under Snohomish County Auditor's Numbers 9409220415 (Division I) and 9409220416 (Division IV), and further extended to also encompass and annex Divisions II and III of Inglewood Forest, said addenda being recorded under Snohomish County Auditor's Number 9505030124 (Division II) and 9601020045 (Division III), and as otherwise amended or revised, said documents being hereinafter collectively referred to as the "Declaration," and;

WHEREAS, in accordance with Article VI, Section 5(a) of the Declaration, Declarant hereby subjects and imposes the benefits, covenants, conditions restrictions, easements and obligations set forth in the Declaration upon the Plat of Inglewood Forest, Division V, recorded with the Snohomish County Auditor under Volume 60 of Plats, Pages 184 through 187 under Snohomish County Auditor's No. 9601025003, and;

WHEREAS, the Declarant wishes to supplement, extend and otherwise amend the Declaration in order to annex Division V of Inglewood Forest, and have the benefits and obligations set forth in the Declaration, including membership in Inglewood Forest Homeowners Association, a Washington nonprofit corporation, extend not only to the original plat of Inglewood Forest, and Divisions I, II, III and IV of Inglewood Forest, but also to Division V of Inglewood Forest as provided and defined herein;

9601020046

NOW, THEREFORE, the Declarant hereby supplements and otherwise amends the Declaration as follows, it being the intent that the terms and conditions of this Addendum constitute covenants running with the land and be binding upon all present and future owners of the land, along with their successors, assigns and heirs:

Section 1. Except as otherwise modified, supplemented or amended herein, all of the provisions of the Declaration hereinabove described are further amended and extended to include all Lots within Division V of Inglewood Forest. The Declaration shall remain in full force and effect as to Inglewood Forest and to Divisions I, II, III and IV of Inglewood Forest, and, through this document and the face of the plat, to Division V of Inglewood Forest.

Section 2. The first paragraph of the preamble of the Declaration is expressly supplemented to the extent that the definition of the term "Subdivision" shall hereinafter include the following:

All of the lands embraced within the plats of Inglewood Estates, as recorded with the Snohomish County Auditor under No. 9403025003 (now known as and a part of "Inglewood Forest"); Inglewood Forest, Division I, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9409215004; Inglewood Forest, Division IV, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9409215005 (excepting Lot 8); Inglewood Forest, Division II, according to the Plat thereof (and as defined and limited in this Declaration), recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9505035004; Inglewood Forest, Division III, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9601025002, and; Inglewood Forest, Division V, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9601025003.

Section 3. The Declarant has installed natural gas in the Subdivision. Prior to occupancy, all homes shall be connected to natural gas as their primary source of heat.

Section 4. The following additional covenants and restrictions are specific to Division V of Inglewood Forest:

- a. **Plat Conditions.** All terms, conditions, provisions and restrictions for the Plat of Division V of Inglewood Forest are incorporated herein by reference.
- b. **Planter Islands/Landscape Areas.** Notwithstanding any provisions to the contrary, all planter islands and landscaped areas in the public right-of-ways shall be maintained by the Inglewood Forest Homeowners Association. Said areas may be reduced or eliminated if approved in writing by Snohomish County and the Declarant.

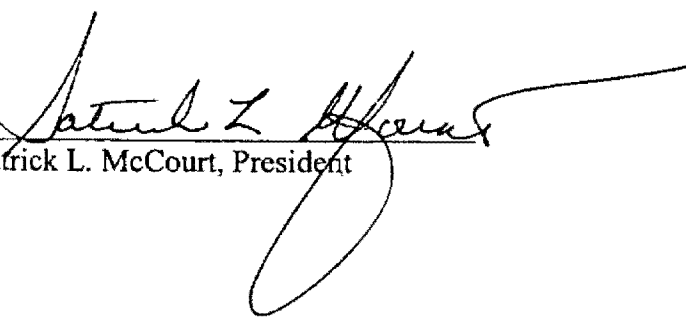
- c. Drainage Easements. Drainage easements designated on the Plat are reserved for Snohomish County, unless designated on the plat as private easements. Snohomish County shall have the right of ingress and egress, and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or other drainage facilities, under, upon and through the drainage easement. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences, are located within any drainage easement containing public utilities or delineated flood plain area.

In addition to the drainage and/or utility easements located over, under and upon the ten (10) feet of land adjacent to the public right of ways abutting any Lot, drainage easements with utility easements are located on Lots 8 and 9, and drainage easements are located on Lots 10, 11, 12, 13 and 14.

Section 5. All other restrictions, terms and conditions set forth in the Declaration shall remain in effect and shall be binding upon and inure to the benefit of the Declarant, Association and Owners of the Lots within the Subdivision as set forth in the Declaration, provided however, unless and to the extent that federal, state or local legislation mandate provisions which are contrary to any of the provisions in the Declaration, those provisions mandated by law shall apply notwithstanding any provision in the Declaration to the contrary.

IN WITNESS HEREOF the undersigned, being the Declarant herein, sets forth its hand and seal on this 29 day of DECEMBER 1995.

BARCLAYS NORTH, INC., Declarant

By 
Patrick L. McCourt, President

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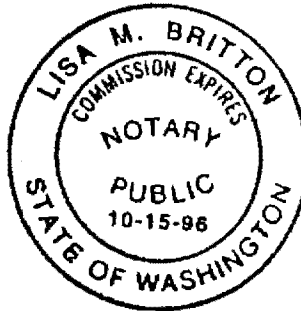
STATE OF WASHINGTON
: SS
COUNTY OF SNOHOMISH

On this 29th day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick L. McCourt to me known to be the President of BARCLAYS NORTH, INC., and who acknowledged that he is authorized for and on behalf of said, corporation, and did so execute the above and foregoing Addendum to the Declaration of Covenants, Conditions and Restrictions or Inglewood Forest as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

Lisa M. Britton

Notary Public, in and for the
State of Washington, residing
at: Lake Stevens
My Comm. Expires:
10-15-96



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VOL. 3110 PAGE 1393

ADDENDUM TO

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF INGLEWOOD FOREST

FOR ANNEXATION OF DIVISION VI

THIS ADDENDUM is made on the date hereinafter set forth below by BARCLAYS NORTH, INC., a Washington corporation (hereinafter referred to as the "Declarant") for the purpose of extending the original Declaration, with amendments and addenda, to encompass through annexation Division VI of Inglewood Forest.

WITNESSETH

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Inglewood Forest, as originally recorded under Snohomish County Auditor's No. 9405110115, (formerly known as "Inglewood Estates") and as amended under Snohomish County Auditor's No. 9406070274, and thereafter extended though the First and Second Addenda to the Declaration of Covenants, Conditions and Restrictions of Inglewood Forest recorded under Snohomish County Auditor's Numbers 9409220415 (Division I) and 9409220416 (Division IV), and further extended to also encompass and annex Divisions II, III and IV of Inglewood Forest, said addenda being recorded under Snohomish County Auditor's Number 9505030124 (Division II), 9601020045 (Division III), and 9601020046 (Division V), and as otherwise previously or hereafter amended or revised, said documents being hereinafter collectively referred to as the "Declaration," and;

WHEREAS, in accordance with Article VI, Section 5(a) of the Declaration, Declarant hereby subjects and imposes the benefits, covenants, conditions restrictions, easements and obligations set forth in the Declaration upon the Plat of Inglewood Forest, Division VI, recorded with the Snohomish County Auditor under Volume 60 of Plats, Pages 188 through 191 under Snohomish County Auditor's No. 9601025004, and;

WHEREAS, the Declarant wishes to supplement, extend and otherwise amend the Declaration in order to annex Division VI of Inglewood Forest, and have the benefits and obligations set forth in the Declaration, including membership in Inglewood Forest Homeowners Association, a Washington nonprofit corporation, extend not only to the original plat of Inglewood Estates (now known as and a part of "Inglewood Forest"), and Divisions I, II, III, IV and V of Inglewood Forest, but also to Division VI of Inglewood Forest as provided and defined herein;

9601020047

NOW, THEREFORE, the Declarant hereby supplements and otherwise amends the Declaration as follows, it being the intent that the terms and conditions of this Addendum constitute covenants running with the land and be binding upon all present and future owners of the land, along with their successors, assigns and heirs:

Section 1. Except as otherwise modified, supplemented or amended herein, all of the provisions of the Declaration hereinabove described are further amended and extended to include all Lots within Division VI of Inglewood Forest. The Declaration shall remain in full force and effect as to Inglewood Estates and to Divisions I, II, III, IV and V of Inglewood Forest, and, through this document and the face of the plat, to Division VI of Inglewood Forest.

Section 2. The first paragraph of the preamble of the Declaration is expressly supplemented to the extent that the definition of the term "Subdivision" shall hereinafter include the following:

All of the lands embraced within the plats of Inglewood Estates, as recorded with the Snohomish County Auditor under No. 9403025003 (now known as and a part of "Inglewood Forest"); Inglewood Forest, Division I, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9409215004; Inglewood Forest, Division IV, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9409215005 (excepting Lot 8 therefrom); Inglewood Forest, Division II, according to the Plat thereof (and as defined and limited in this Declaration), recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9505035004; Inglewood Forest, Division III, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9601025002; Inglewood Forest, Division V, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9601025003, and Inglewood Forest, Division VI, according to the Plat thereof, as recorded with the Auditor of Snohomish County, State of Washington, under Auditor's No. 9601025004.

Section 3. Article I, Section 2.2 is hereby supplemented and amended to incorporate and include within the definition of the Common Areas (also referred to as "Open Space" or "Common Open Space") all of the Common Area and Common Open Space within Division VI of Inglewood Forest, including specifically Tract 990 which contains a Native Growth Protection Area. Tract 990 within Division VI is granted and conveyed to the Inglewood Forest Homeowner's Association, and the Association shall be responsible for the perpetual maintenance of said Tract.

All Common Open Spaces shall be subject to the requirements contained in the plat and Declaration, including the specified restrictions relating to those areas designated as Native Growth Protection Areas. In the event restrictions on the face of the plat or obligations imposed by state,

federal or local laws related to the Common Areas exist, they shall supersede inconsistent provisions, if any, in this Declaration, *provided however*, that all ongoing maintenance and other related plat obligations of the Declarant are assigned to and assumed by the Inglewood Forest Homeowner Association.

Section 4. Included within the definition of "Native Growth Protection Easements" shall be that portion or portions of such Tract(s) so designated on the face of the plat of Inglewood Forest, Division VI, including specifically Tract 990.

Section 5. The Declarant has installed natural gas in the Subdivision. Prior to occupancy, all homes shall be connected to natural gas as their primary source of heat.

Section 6. The following additional covenants and restrictions are specific to Division VI of Inglewood Forest:

- a. **Plat Conditions.** All terms, conditions, provisions and restrictions for the Plat of Division VI of Inglewood Forest are incorporated herein by reference.
- b. **Planter Islands/Landscape Areas.** Notwithstanding any provisions to the contrary, all planter islands and landscaped areas in the public right-of-ways shall be maintained by the Inglewood Forest Homeowners Association. Said areas may be reduced or eliminated if approved in writing by Snohomish County and the Declarant.
- c. **Common Open Space Tract.** Common Area Tract 990 shall be left in a substantially natural state as common open space, and shall be subject to the restrictions set forth on the face of the Plat.
- d. **Native Growth Protection Areas.** The Native Growth Protection Areas contained in the plat, including Tract 990 and Lots 1, 2, 4 and 5, shall be subject to all restrictions imposed by governmental authorities, including without limitation, note 6 on the face of the Plat which requires, among other things, that the Native Growth Protection Areas be left in a substantially natural state, and that there be no clearing, grading, filling or construction within said areas.
- e. **Drainage Easements.** Drainage easements designated on the plat are reserved for Snohomish County, unless designated on the plat as private easements. Snohomish County shall have the right of ingress and egress, and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or other drainage facilities, under, upon and through the drainage easement. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences, are located within any drainage easement containing public utilities or delineated flood plain area.

In addition to the drainage and/or utility easements located over, under and upon the ten (10) feet of land adjacent to the public right of ways abutting any Lot, a drainage

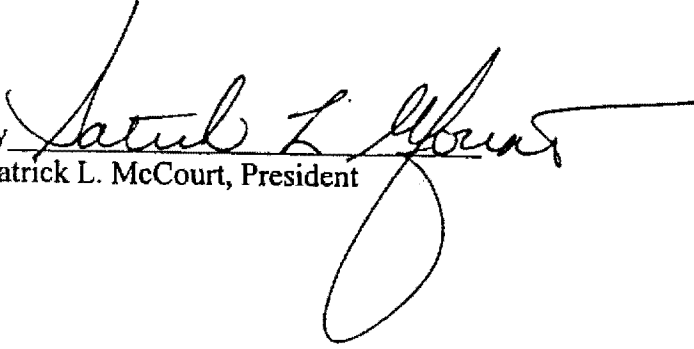
easement with a utility easement is located on Lot 21.

- f. Landscaping and Signage Easement and Maintenance. An easement for entry signage and landscaping is granted and conveyed to be Association on that portion of Lots 11 and 12 as depicted on the face of the Plat. The Association shall be responsible for maintenance upkeep of the sign and landscaping installed by the Declarant to assure that the same stays in a first class condition.

Section 7. All other restrictions, terms and conditions set forth in the Declaration shall remain in effect and shall be binding upon and inure to the benefit of the Declarant, Association and Owners of the Lots within the Subdivision as set forth in the Declaration, provided however, unless and to the extent that federal, state or local legislation mandate provisions which are contrary to any of the provisions in the Declaration, those provisions mandated by law shall apply notwithstanding any provision in the Declaration to the contrary.

IN WITNESS HEREOF the undersigned, being the Declarant herein, sets forth its hand and seal on this 29 day of DECEMBER 1995.

BARCLAYS NORTH, INC., Declarant

By 
Patrick L. McCourt, President

9601020047

VOL. 3110 PAGE 1397

STATE OF WASHINGTON

: ss

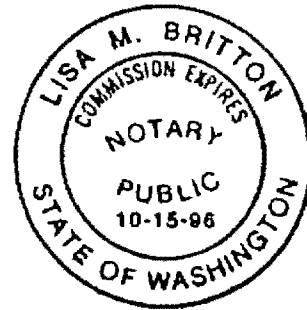
COUNTY OF SNOHOMISH

On this 29th day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick L. McCourt, to me known to be the President of BARCLAYS NORTH, INC., and who acknowledged that he is authorized for and on behalf of said, corporation, and did so execute the above and foregoing Addendum to the Declaration of Covenants, Conditions and Restrictions or Inglewood Forest as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

Lisa M. Britton

Notary Public, in and for the
State of Washington, residing
at: Lake Stevens
My Comm. Expires:
10-15-96



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When Recorded
Return To:

INGLEWOOD FOREST HOMEOWNERS ASSOCIATION
1806 S. LAKE STEVENS ROAD
EVERETT, WA 98205
(206) 334-4040

NOTIFICATION BY INGLEWOOD FOREST HOMEOWNERS ASSOCIATION

The Architectural Control Committee (ACC) has declared the following statement of policy for clarification of Article V, Section 8 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF INGLEWOOD FOREST (CCR's), recorded under Snohomish County Auditor File #9405110115, as it pertains to Plantings and Fences.

"All fencing installed in the plat(s) covered by the above referenced CCR's subsequent to the date of this memorandum must meet the following specifications/criteria:

1. For property lines **NOT** abutting an Open Space or NGPA Tract, all fencing and /or gates installed must be an "Estate or Modified Panel" style, privacy cedar fence of six foot minimum and maximum height only. Said fencing may be of a natural cedar or wood stain color only.
2. For property lines abutting an Open Space or NGPA Tract, all fencing and/or gates installed must be **EITHER** an all black, vinyl coated "Chain Link" fence of six foot minimum and maximum height only **OR** that specification stipulated in Item #1 above.
3. In all cases, the portion of the fencing comprising the "return fence" to the house must be constructed under the specifications stipulated in #1 above.
4. In all cases, no fence shall be built or installed which is in violation of Snohomish County Code.

Any homeowner wishing to install fencing contrary to this policy must first petition the ACC of the Association for a Deviation to this policy. After review, the ACC shall either approve the request conditionally or unconditionally, or disapprove the request, pursuant to Article V, Section 23 of the CCRs.

This policy shall remain in full force and effect until rescinded or revised by the Association."

This document serves as notification regarding a clarification of a section of the recorded Covenants, Conditions, and Restrictions of Inglewood Forest and does not in any way alter the terms and conditions of the above referenced Declaration and its amendments.

Dated this 25th day of September, 1995.

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INGLEWOOD FOREST
HOMEOWNERS ASSOCIATION


BY: Tony R. Kastens
ITS: Vice President

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 25th day of September, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony R. Kastens, to me known to be the Vice President of Inglewood Forest Homeowners Assoc., 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 purposed 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 first above written.

Lisa M. Britton
Notary Public, in and for the State of Washington
Residing at: Lake Stevens
My Commission Expires: 10-15-96



notary.cor

BOB TERWILGER & ASSOCIATES
SNOHOMISH COUNTY, WA

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