

Covenants

COVENANTS

Auditor's File No. 5644743 (KING COUNTY)

LAKE MARCEL NO. 1

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

1. PROPERTY CONCERNED: These covenants shall include the plat of Lake Marcel and: The North half of the Southwest quarter of the Southeast quarter of Section 33, Township 26 North, Range 7 East, W.M., King County, Washington, provided that platters of any property in addition to Lake Marcel shall adopt these covenants including amendments at the time the new plat is filed.
2. DEFINITIONS:
 - (a) Developer is Pyramid Investment Company of Bellevue, a limited partnership.
 - (b) Lake Marcel Community Club is a nonprofit corporation to be formed by the developer.
 - (c) Club is Lake Marcel Community Club.
 - (d) Purchaser includes any person or group of persons that have purchased or agreed to purchase a lot in the property above described.
 - (e) Fee owner is any purchaser that has received a deed to a lot from the developer. (A mortgage shall not change the status of a fee owner.)
 - (f) Architectural Control Committee is a group of persons who shall set minimum standards with reference to the external appearance, design and color of all structures erected on any lot. They will first be appointed by the developer; later by the Lake Marcel Community Club.
 - (g) Member or membership refers to either a purchaser or fee owner.
 - (h) Voting membership in Lake Marcel Community Club is completely interdependent or interlocked with the ownership of a lot. There shall be one (1) membership for each lot and between a seller or a purchaser the purchaser will be entitled to the rights of a membership.
 - (i) A split membership may occur when there are tenants in common in the ownership of a lot. Bylaws of the Club shall determine how such split membership shall be voted and what, if any, privileges the fractional owners shall have in the use of the Club's facilities.

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3. It shall be the responsibility of the Club, through properly delegated committees to:
 - (a) Approve construction plans and enforce restrictions as covered herein.
 - (b) Maintain community beach and lake bed areas and hold title to same.
 - (c) Enforce particularly covenants herein pertaining to nuisances.
 - (d) Act as a clearing house for such other matters as shall be of general community interest.
4. The Lake Marcel Community Club, in addition to the above duties, may at the option of its members, develop the Club site to include clubhouse, tennis courts, riding ring, putting green and other improvements of general community interest.
5. The expenses incurred by the Community Club in carrying out its responsibilities shall be defrayed by Club dues of \$12.00 or more annually. These dues shall be due on January 1 of each calendar year, and, if not paid by March 31 of each year, shall become a lien on the property of the delinquent member.
6. Dues shall not be increased above \$12.00 per year per lot EXCEPT by petition signed by Club members in good standing, plus approval by resolution at two (2) regular meetings of the Board of Directors of the Lake Marcel Community Club. Such petitions shall require five percent (5%) of all members for each multiple of \$12.00 annual dues increase, and shall not go into effect until the following January.
7. All liens in favor of the Club shall be inferior to bona fide mortgages for construction.
8. THE DEVELOPER;
 - (a) Shall activate the Club as soon as possible.
 - (b) Shall not be liable to the Club for any dues prior to the first sale of each lot (in consideration of the developer deeding community areas, beaches and lake bed to the Club).
 - (c) Shall appoint and keep active the Architectural Control Committee¹ until the Club takes over.
9. THE ARCHITECTURAL CONTROL COMMITTEE:
 - (a) Shall pass on all plans, including elevation drawings and stamp and approve all plans, and shall certify compliance with these covenants.
 - (b) In addition to carrying out the provisions of the covenants contained herein, the Architectural Control Committee shall be governed by the desire to maintain the natural beauty of the lake area and to maintain the values of the entire plat. The Committee shall have the authority to reject any bizarre or unconventional plans on the ground that they are not compatible with the plat or adjacent structures with reference to external appearance, design or color; however, the passing of the Committee of a controversial building shall in no way make either the members of the Committee or the Community Club responsible in damages to anyone.

¹ Original reads "Committed"

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- (c) The first Architectural Control Committee shall consist of Charles E. Little, President, L. Roy Warren; and Andy Dalla Pozza who shall act until their successors have been chosen and qualified. If anyone resigns the vacancy shall be filled by the developer until the Lake Marcel Community Club shall appoint the Architectural Control Committee after twenty-five percent (25%) of the lots in the plat of Lake Marcel are owned by private fee owners. The developer at its option may give earlier control to the Club.
 - (d) The Committee may grant reasonable variances from the restrictions contained herein.
10. If the Lake Marcel Community Club shall fail to prosecute a violation of these covenants, any other person or persons having any right, title or interest in any real property situated in said plat development, or subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation; PROVIDED, that unless the court finds the damages to be specific to the plaintiff, all general or liquidated damages shall be turned over to the Club for the benefit of all its members.
 11. LIQUIDATED DAMAGES: In the event of a legal procedure to enforce these covenants and that the court finds a violation but has difficulty in assessing damages, the violator shall pay minimum damages of \$250.00 plus reasonable attorneys' fees.
 12. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
 13. No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.
 14. No dwelling shall be erected or placed on any waterfront lot having an area of less than nine thousand six hundred (9,600) square feet, nor shall any dwelling be erected or placed on any non-waterfront lot having an area of less than fifteen thousand (15,000) square feet. Septic systems installed for homes erected on waterfront lots shall meet King County Health Department minimum setback requirements. Each lot shall contain only one (1) building site; however, a number of lots may be combined into a larger lot.
 15. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line; except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Fences shall in no

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case be more than six (6) feet high, and in cases where a neighbor's view is affected any fence above fifty-four (54) inches in height shall be by mutual agreement only.

16. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within six (6) months after date of commencement of construction and shall be connected to septic or public sewer prior to occupancy. It shall be the responsibility of each property owner to keep his lot in a pleasing park-like condition, free of brush, brambles, dead trees, piles of stumps and brush, or any condition that would be an eyesore. This provision shall also prevent the retention of unsightly piles or remnants of building materials after construction is completed.
17. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. It shall be the responsibility of the owners of the lots adjoining the areas designated as utility easements on the recorded plat to maintain the area by keeping it free of rubbish and brush.
19. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Should any annoying or unsanitary condition develop, the Community Club Executive Committee shall have full power to enforce these regulations. Each lot owner, by accepting these covenants, agrees to abide by any decision of such Committee that an annoyance or nuisance exists.
20. Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health, and/or King County.
21. No lot or adjoining area shall be used or maintained as a dumping ground for rubbish of any kind. Trash, garbage or other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
22. No gasoline (internal combustion) motors of any horsepower will be allowed on the lake. Electric motors up to two (2) horsepower will be allowed. Each Club member, lot purchaser or tenant shall be responsible for any of his guests violating this covenant.
23. AMENDMENT: These covenants may be amended by a document or documents signed by fifty-one percent (51%) of the purchasers before notaries; PROVIDED, the developer also approves if it still has twenty-five (25) lots for original sale.
24. NOTICE: All notices to all parties herein shall be deemed sufficient by the acquisition of required signatures, and it shall be presumed that circulation of petitions or documents for signature will give notice to a reasonable number of interested parties; particularly one hundred percent (100%) actual notice shall not be necessary, to carry out the provisions for amendment in Section 23.

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25. PLAT RESTRICTIONS: No lot or portion of a lot shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

All lots shall be subject to an easement five (5) feet in width parallel with and adjacent to all lot lines for purposes of utilities and drainage