

LAJICE



*Alpental Community*  
*Club*



2004 - 2005

*Alpental Community Covenants*



**Note: This printing is for the use of our members and is a compilation of the past Covenants Booklets including the 2003 Amendments. Members are advised to refer to the original recorded documents if there are any questions of typographical inconsistencies or omissions.**

**Alpentel Community Club Board – December 2004**

These Restrictions, Covenants and Easements were originally recorded by the King County Auditor on February 10, 1967 under file number 6137949 (Volume 4893, pages 509 – 529); were amended in certain respects by an instrument recorded August 9, 1999 under King County number 199908090001390, and yet again on March 4, 2004 under King County Receiving number 20040304001190.

## DECLARATION OF RESTRICTIONS, COVENANTS

# AND EASEMENTS FOR ALPENTAL

MIKKI, INC.; E.I.G., INC., J.S.G., INC. and SULLAND CO., INC., corporations, are general partners doing business as ALPENTAL LAND CO. The undersigned, Alpentel Land Co; LYNN A. EASTHAM and VERNA J. EASTHAM, his wife; and HEREFORD T. FITCH and CORNELIA M. FITCH, are the owners of or are the parties in interest to the real property described in the plat of Alpentel, as recorded in King county, Washington, under Auditor's file No. \_\_\_\_\_. In order to provide a plan of land use, road maintenance, a private water system, other utilities and other facilities incident to the development of the real property in the plat of Alpentel and such other properties as may hereafter be included in the plan, if any, the undersigned do hereby declare and establish the following restrictions, covenants and easements appurtenant:

### Article A.

#### DEFINITIONS:

1. The word "Plat" shall refer to the plat of Alpentel and any other plat of adjacent real property which may hereafter be made subject to the provisions hereof by written instrument signed by the Alpentel Land Co., a partnership, as elsewhere provided herein.
2. The word "Lot" or "Lots" shall refer to lots as shown on any Plat as defined hereby.
3. The words "Real Property" shall refer to the real property included within any Plat as defined hereby.
4. The word "Committee" shall refer to the Architectural Control Committee as created hereby.
5. The word "Club" shall refer to the Alpentel Community Club, Inc., a non-profit corporation formed for the purposes of providing services and recreational facilities to its members, including owners and residents of Lots, as herein defined.
6. The word "River" shall refer to South Fork of the Snoqualmie River or any other river or stream wholly or partially within or bounded by a Plat as described herein.
7. The word "Declarant" shall refer to Alpentel Land Co., a partnership, its successors or assigns.

### Article B.

#### LAND USE RESTRICTIONS:

1. Restriction on Non-Residential Activities, including Commercial Vacation Home Rentals and Similar Business Operations. No part of the Real Property shall be used for purposes other than residential purposes and no lot shall be used for any other purpose than one single family dwelling with appurtenant structures. The transient use of any Lot or structure thereon for non-residential purposes such as commercial vacation rentals, bed & breakfast, inn, motel, hotel, resort, or other commercial transient lodging purposes is inconsistent with the single-family residential purposes required by these Covenants and is thus specifically prohibited.
2. No firearm for purpose of hunting or target practice shall be permitted or used on the Real Property.
3. No animals shall be kept or permitted on the Real Property except for household pets which shall not unreasonably interfere with the use and enjoyment of any other part of the Real Property. No commercial raising, breeding, training or dealing in animals shall be conducted on or from any lot.
4. No sign, billboard or advertising structure shall be located, placed or maintained on the Real Property. One (1) sign of approved style, not exceeding four square feet, may be placed on a lot improved with a residence to offer such property for sale. Any sign on Real Property in violation hereof may be removed from the Real Property by the committee.
5. Each lot shall be maintained in a clean, sightly condition at all times and be kept free of litter, junk, containers equipment and building materials. However the reasonable keeping of equipment and materials on a Lot during construction on such a Lot shall be permitted. All refuse from use of a Lot shall be kept in sanitary containers which shall be concealed from view and regularly emptied.
6. All clothesline, TV antennas, TV dishes over twenty four (24) inches in diameter and storage facilities on a Lot shall be screened from view on the roads and adjacent lots. No Lot shall be used in whole or part for storage for anything which shall cause such a Lot to appear unclean, disorderly or untidy condition. No noxious or offensive material shall be permitted on any Lot nor shall anything be permitted on any Lot that may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Real Property.
7. No tree with a trunk in excess of five to six (5-6) inches in diameter on the Real Property shall be removed or destroyed without the prior written consent of the committee. (Owners are encouraged to leave as many smaller trees as possible.)

8. No truck, boat, camper, trailer or commercial vehicle and no goods, wares, equipment or paraphernalia used in or about any business or commercial endeavor shall be regularly kept or maintained on any lot unless the same shall be wholly screened from view of any part of the Real Property.

9. No vehicle shall be parked or kept on the roads shown in the Plat. In the event that any vehicle is parked or kept on any such road, the Club, at its option, shall have the right to remove the same at the expense of the owner thereof.

#### Article C.

#### BUILDING RESTRICTIONS:

1. Each dwelling and any appurtenant structures placed on a Lot shall conform strictly to a uniform pattern of external appearance as defined in this article. The intent of these declarations is to require that such external appearance be substantially identical with the style and appearance of traditional Tyrolean-Bavarian Alpine houses. The provisions of the Article shall be strictly construed to accomplish this purpose against the free use of the property. In the event of a question of interpretation of whether the external appearance of any structure placed or proposed to be placed on a Lot shall conform to this Article, any and all parties interested in the Real Property agree to be bound by and comply with the decisions of the committee. At the time of recording these provisions the Committee has been furnished with the drawings and pictures of dwellings which conform to these provisions in external appearance and such drawings and pictures may be used in guiding any decision of the committee hereunder. The committee shall furnish on written request of any party interested in a Lot copies of such drawings and pictures for which the Committee may require the payment of a reasonable charge to cover the cost of reproduction.

2. In conformity with the foregoing no dwelling or appurtenant structure shall be erected, placed or permitted upon a lot unless its appearance shall conform to the following:

(a) The roof shall have a pitch of not less than a 4-12 pitch nor more than an 8-12 pitch, measured from the horizontal line. It is recommended that metal sheeting be used for roofing material. *The color of which shall be brown, or green or red.* —All roofs shall be gable type having eave overhangs of not less than three and one-half feet from the exterior wall. It is recommended the barge board be scalloped or carved design in traditional Tyrolean-Bavarian Alpine style. In no event shall there be any A-frame style structure.

(b) The dwelling shall have at least two stories above average grade. A dwelling may have a basement but in such event such a basement shall not be considered a story in height. As herein "Basement" means, in addition to its usual meaning, a portion of the dwelling enclosed by a concrete wall not to exceed one story in height, the floor of which is at or near finish grade of the lot.

(c) Foundation and/or first floor shall be white. All upper stories of wood shall be brown. Upper stories of stucco shall be white with brown trim. Natural stone shall be accepted.

(d) It is recommended that exterior windows shall be equipped with operative or decorative wood shutters designed in the traditional Tyrolean-Bavarian Alpine style.

(e) Each dwelling shall have balconies with railing of the traditional Tyrolean-Bavarian Alpine design. The shutters, railing and barge board designs on each dwelling shall be consistent and compatible.

(f) It is encouraged but not required that each dwelling have a bell tower at the peak of its roof consisting of a frame supporting a smaller roof structure.

→ (g) Any structure appurtenant to a dwelling including covered walkways and garages shall have a consistent decorative style and coloring with the dwelling.

3. In addition to the foregoing external appearance requirements, no dwelling or appurtenant structure shall be placed, erected or permitted on any lot unless it shall comply with the following:

(a) Each dwelling shall be of permanent construction and have not less than One Thousand (1000) square feet of fully enclosed area devoted to living purposes.

(b) There shall be off street parking facilities provided for each dwelling for at least two vehicles including any garage or carport facilities.

(c) Prior to erecting or placing any structure upon a Lot or, altering the external appearance of any existing structure, the plans and specifications thereof shall be submitted to and approved by the committee as hereafter provided, and the structure as erected, placed, maintained or altered on a Lot shall conform to such approved plans and specifications.

4. No temporary structure, trailer, tent, garage, or outbuilding shall be placed upon a Lot; provided that a temporary structure may be used for storage of materials during construction with the prior written consent of the committee.

5. The work of constructing, altering or repairing any structure on a Lot shall be diligently prosecuted from its commencement until completion thereof, but in any event the exterior shall be completed no later than December 1st next following commencement of the work.

6. No artificial structure shall be placed beyond the bank of the river within any Lot. No land fill, retaining wall or bulkhead shall be constructed along the bank of the river within any Lot, except that the placement of protective devices such as rock to prevent erosion shall be permitted if the plans and specifications thereof are first approved by the committee as maintaining the natural appearance of the river and the installation thereof shall conform to such plans and specifications.

#### Article D.

##### ARCHITECTURAL CONTROL COMMITTEE:

1. There shall be an Architectural Control Committee consisting of two members. The first members of such committee shall be James Griffin and Robert Mickelson. The address of the Committee shall be P.O. Box 34, Lakeview, Washington until written notice of change of address is filed of record with the auditor of King county. In the event of any vacancy on the Committee, the remaining member may designate a new member to fill such vacancy. At any time the members of the Committee may transfer and assign the functions of the Committee to the trustees of the Club. Such designation or transfer may be made by filing a written notice thereof with the auditor of King county, Washington.
2. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain the name and address of the person submitting the same, and shall set forth the Lot involved and the following with respect to the proposed structure: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished grade, the general design with exterior elevation drawings of all exterior sides, the interior layout, the exterior finish materials and color including roof materials and such other information as may be required by the Committee to determine whether such structure conforms with these restrictions.
3. In addition to its discretionary authority granted elsewhere herein, the Committee shall have authority to make determinations involving esthetic considerations relating to structures appurtenant to dwellings such as the height, configuration, design, location and appearance of out buildings, walls, pools and other appurtenant facilities. Such determinations shall be binding on all persons interested. There shall be no fences permitted on any Lot; provided, however, that the Committee may permit fencing on a temporary basis for safety purposes on a Lot.
4. As a condition to approval the Committee may require that a written certificate accompany any plans and specifications submitted pursuant hereto, which certificate shall be made by a licensed architect or professional engineer and shall certify that the structure proposed in such plans and specifications is structurally adequate to bear reasonably anticipated snow loads in the area of the Real Property with a margin of safety of fifty percent (50%). In any event the Committee shall not be liable for any loss or damage incurred by any person, firm or corporation by virtue of any actual or alleged structural weakness of any structure placed on a Lot with the approval of the Committee regardless of whether such certificate is required or furnished.
5. Within sixty days after receipt of plans and specifications, the Committee shall approve or disapprove such plans and specifications and may disapprove such plans and specifications which in its opinion do not conform to these restrictions or its esthetic standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown in the plans and specifications. In the event that no disapproval of such plans and specifications is given within sixty days of submission in compliance herewith, such plans shall be deemed approved.
6. The Committee may appoint advisory committees from time to time to solicit advisory opinions to advise it on matters pertaining to the Real Property. No person on the Committee or acting for it shall be responsible for any defect in any plan or specifications submitted or approved nor for any defect in any work according to such plans and specifications. The Committee may seek the advisory opinion of the Board of Trustees regarding conformity to the restrictions or aesthetic standards set forth in the Covenants.
7. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions. If the Committee intends to approve plans and specifications which do not conform to the restrictions, the Committee may first consult with the Board of Trustees in order to ensure adherence to the purposes and intent of these restrictions.

#### Article E.

##### THE CLUB AND SERVICES:

1. Alpentel Community Club, Inc., a nonprofit corporation (herein defined as the Club), has been formed for the purposes of furnishing and regulating road maintenance, snow removal services, and such other services and facilities for the benefit of the owners and residents of Lots as may be deemed advisable. There shall be one

membership in the Club for each Lot of each Plat and no more. Each membership for a Lot shall be appurtenant to the title and shall be transferable only as part of the transfer of the title to a Lot. Each such membership shall entitle the owners of the Lot, the residents therein, and their families to enjoy the service and facilities of the Club subject to the rules, regulations and payments as may now or hereafter be established by the Club, which rules, regulations and payments shall apply equally to all memberships. Nothing herein shall preclude the Club from making its services and facilities available to such others as it deems advisable. In any event, Declarant shall have the right by written instrument placed of record to include the real property in proximity to the Plat as Lots by defining the scope of such Lots thereby entitling the owners thereof to membership in the Club.

2. Portions of the Real Property, if any, used by the Club shall not be subject to the restrictions elsewhere imposed herein but shall be used for such facilities as the Club deems advisable for the benefit of its members. In the event that the Club is lawfully dissolved and its assets liquidated, then the restrictions provided for elsewhere herein shall be effective as to such properties. By accepting conveyances of property in the Plat, the Club's membership agree to comply with the provisions of this Article E.

3. In order to provide the Club with funds for the cost of furnishing services and maintaining its various properties, each grantee and vendee of Lots, their heirs, successors and assigns shall and do by the act of accepting a deed or entering into a contract of sale as a vendee, jointly and severally agree that they and each of them shall accept and take membership in the Club and shall pay to the Club the assessments, dues and charges levied according to the Bylaws of the Club. In the event that such assessments, dues or charges remain unpaid for a period of sixty days after the due date then the Club may record a written notice with the auditor of King county, Washington that claims a lien against the lot to which the membership is appurtenant for the amount of delinquent assessments, dues and charges due from such membership together with interest at the rate of ten per cent (10%) per annum from the due date until paid and attorney's fees incurred incident thereto. From and after recording such notice, the Lot to which the membership is appurtenant shall be subject to a lien to the Club as security for the sums designated in such notice together with any other unpaid assessments, dues and charges which may accrue thereafter with interest and attorney's fees until satisfied of record and such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Club shall record a reasonable sum as attorney's fees therein and the reasonable costs of searching and abstracting the public records. No satisfaction made of record or foreclosure shall constitute a release of the Club's rights hereunder with respect to future delinquent assessments, dues and charges.

4. The amount of the assessments and dues which the Club may assess or charge its membership shall be based on the anticipated costs of operating the Club, and maintaining the roads and providing for snow removal with reasonable provision for reserves, all as determined by the trustees of the Club. However, there shall be no dues and assessments charged until after December 1, 1967 and thereafter until December 31, 1971, the aggregate annual amount of the dues and assessments payable by each membership shall not exceed \$120.00 unless such limitation shall be increased by vote of 75% of the membership present at a meeting of the Club's membership convened according to its bylaws for the purpose of changing such maximum assessment. No dues or assessments shall be payable by any membership appurtenant to a Lot until either (a) such Lot is first sold by Declarant, or (b) is improved with a dwelling structure, whichever first occurs after the recording of the Plat. The Club may make reasonable charges for services and utilities furnished by it to its membership in addition to dues and assessments. In determining dues and assessments, the aggregate cost of snow removal shall be allocated equally to each Lot.

5. In consideration of the rights and liens conferred upon the Club hereby, it agrees to maintain the roads and vehicular traffic easements in the Plat and drainage system therefor, except Erste Strasse. When it deems feasible to do so, the Club shall cause the roads or easements, or both, in the Plat, or some of them, except Erste Strasse, to be reasonably plowed and passable during the winter season. Such service shall be performed for the benefit of its membership until such time, if any, that such functions shall be assumed by a public authority.

6. Water System turn over.

7. For the purpose of assuming the obligations herein to be performed by the Club, it joins in the execution hereof.

#### Article F.

#### EASEMENTS AND RESERVATIONS

1. The owners of each Lot, their invitees and licensees, are hereby granted a non-exclusive easement for ingress and egress over and across the roads shown in the Plat together with an easement for ingress and egress over and across the roads providing access including that certain easement recorded under auditor's No 5941171 at Volume 4710 of Deeds, page 399, records of King county, Washington, subject, however, to the terms and conditions thereof as it pertains to persons other than owners, and the easement created by instrument recorded under auditor's file No. 6072151, at Volume 4828 of Deeds, page 240, records of King county, Washington, which easements of ingress and egress shall be appurtenant to each Lot. The parties in interest to Lots 8 to 17 inclusive, Block 2, of the plat of Alpentel are hereby granted a non-exclusive easement for ingress and egress and for utilities over, across and under

the 20 foot Utilities and Road Easement as shown on the plat of Alpentel on Los 21 to 29 inclusive and Lots 9 to 17 inclusive of said Block 2 of Plat. The parties in interest to Lots 57 to 62 inclusive, of said Block 2 are hereby granted non-exclusive easement for ingress and egress and for utilities over, across and under the 20 foot Utilities and Road Easement as shown on the plat of Alpentel on Lots 50 to 55 inclusive and Lots 57 to 61 inclusive of said Block 2. Nevertheless, Declarant reserves to itself, its successors and assigns and is hereby granted the right to grant such other rights of way and easements for the use of the roads in the Plat and the above described Utilities and Road Easements or any part thereof to others for such purposes and uses, including access and utilities, and to such terms and conditions as Declarant deems advisable.

2. Declarant reserves to itself, its successors and assigns and is granted any and all rights to use and appropriate the waters of the River together with the right to grant the exclusive use of the same upon such terms as it deems advisable and further reserves to itself, its successors and assigns and is granted the right to grant exclusive right to use any or all easements, licenses or rights appurtenant to the Real Property as its deems advisable, subject to the rights hereby created.

3. In order to provide for a procedure to dedicate the roads in the Plat to public use, the Club is hereby granted the right, power and authority to dedicate to public use, subject to any existing property rights, all of the roads shown on the Plat except for Erste Strasse. The right, power, and authority to dedicate Erste Strasse as shown on the Plat and any extension thereof without the Plat to U.S. Highway 10 or other public right of way is hereby granted to the Club and Declarant, acting jointly. The Club shall have the right, power and authority to transfer all or any part of the easements, rights or authority it may acquire incident to providing utilities to its membership to a government authority with jurisdiction to assume such functions. However, any such right, authority and power granted in this paragraph 3 to the Club shall be subject to the following limitations: (a) at the time that such power is exercised there shall have been at least eighty (80) dwellings constructed in the Plat, (b) there shall be eighty-five (85) memberships of the Club standing in the names of different persons, and (c) such exercise of power shall have been authorized by an affirmative vote of a majority of its membership present at any meeting convened according to its Bylaws called for such purpose.

4. There is hereby granted to Declarant, the right to grant easements for utilities and drainage with access upon such terms and conditions as it deems advisable over, across and under a strip of land five feet in width along each and every Lot line as shown on the Plat.

#### Article G.

##### MISCELLANEOUS:

1. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Real Property and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Real Property shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

2. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for requiring compliance with any provision, condition, restriction or covenant which may be determined unenforceable.

3. The parties in interest in and to any part of the Real Property and the Club, for the benefit of the owners of the Real Property and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. Except for the foreclosure of the lien provided for in Paragraph 3 of Article E, the prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorney's fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party. *The Board of Trustees shall establish and publish procedures for enforcement of these covenants and restrictions.*

4. Declarant or its successors may subject any real property in the general area of the Real Property to all or any part of the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration of such intent signed by Declarant and the owners thereof as the subdividers thereof. Except for the foregoing no other properties may be made subject hereto.

#### Article H.

##### AMENDMENTS:

1. The provisions of Articles A, B, C and D hereof may be amended, changed, revoked or terminated in whole or part within five years of the date hereof at any time by written instrument signed by the owners of seventy-five per

cent in area of the Real Property provided that Declarant shall consent in writing thereto. Thereafter, such amendment, change, revocation or termination may be made by such an instrument signed by the owners of a majority in area of the Real Property. Such instrument shall be effective only when recorded with the auditor of King county, Washington.

2. For the purposes of this Article H. the word "Owner" shall mean any person, firm or corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of King county, Washington to the exclusion of any other interest.

ALPENTAL COMMUNITY CLUB, INC. ALPENTAL LAND CO., a partnership

/s/ /s/

By: \_\_\_\_\_ By: \_\_\_\_\_  
President for MIKKI, INC., partner

/s/ /s/

By: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary for MIKKI, INC., partner

/s/

By: \_\_\_\_\_  
for J.S.G., INC., partner

/s/

By: \_\_\_\_\_  
for SULLAND CO, INC., partner

/s/

\_\_\_\_\_  
LYNN A. EASTHAM

/s/

\_\_\_\_\_  
VERNA J. EASTHAM

/s/

\_\_\_\_\_  
HEREFORD T. FITCH

/s/

\_\_\_\_\_  
CORNELIA M. FITCH