

MOUNTAIN VIEW PARK
Snohomish County, Washington

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 and restrictions shall include and apply to the Plat of Mountain View Park and all parcels of property in:

The South half of the Northeast Quarter and the North half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of the Southeast Quarter Section 32, Township 27 North, Range 7 East, W.M. Snohomish County, Washington.

2. DEFINITIONS:

- (a) Developer is Lakes Unlimited, Inc., a Washington Corporation.
- (b) Mountain View Park Community Club is a non-profit corporation to be formed by the developer or property owners.
- (c) Community Club is the Mountain View Park Community Club.
- (d) Purchaser includes any person or group of persons that have purchased or agreed to purchase a lot in the property described above.
- (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) Member or membership refers to either a purchaser or fee owner.
- (g) Voting membership in Mountain View Park Community Club is completely interdependent or interlocked with the ownership of a lot. There shall be one membership for each lot and between a seller or a purchaser, the purchaser shall be entitled to the rights of a membership.
- (h) A split membership may occur when there are tenants in common in the ownership of a lot. By-Laws of the Club shall determine how such split membership shall be voted and what privileges, if any, the fractional owners shall have in the use of the Club's facilities.

3. It shall be the responsibility of the Community Club, through properly delegated committees, to:

- (a) Enforce restrictions as covered herein.

- (b) Maintain community beaches, lake beds, island, parks and other property that may be deeded to the Community Club or to the fee owners in common by the developer.
 - (c) Develop community properties and install water system and other utilities at the option of its members.
 - (d) Act as a clearing house for such other matters as shall be of general community interest.
4. The expenses incurred by the Community Club in carrying out its responsibilities shall be defrayed by Club dues as may be established by the members. However, the developer shall not be liable for any dues prior to the first sale of each lot in consideration of the developer deeding community property areas.
 5. All lots or other parcels of property are subject to right-of-way easements without further negotiation for the installation, service and repair of water, gas, sewer and underground electrical lines and facilities as may be installed by the developer or Community Club.
 6. Use of streams along lot or property boundaries shall be in common with owner or owners on the opposite shore and the title is vested equally between said owners. Stream improvements undertaken jointly or individually must include fish propagation as the prime consideration. No improvements or work will be accomplished during spawning or egg hatching periods of the year.
 7. No dock, raft or other structure shall be built or anchored over or on lake surfaces that extend more than fifteen (15) feet from shore or more than four (4) feet where the opposite shore or island shore is less than one hundred and fifty (150) feet in any direction from said structure. Except the developer or the Community Club may erect a foot bridge from dedicated foot paths to islands for the convenience of owners. Such foot bridge must provide at least four (4) feet clearance above the water surface.
 8. 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 an 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.
 9. 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 materials shall be kept in a clean and sanitary condition.
 10. 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 their guests violating this covenant.
 11. Any dwelling or structure erected or placed on any lot in this sub-division 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.

12. If the 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 area 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 recover damages or other dues for such violations, 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.
13. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. AMENDMENT:

These covenants may be amended by a document or documents signed by fifty-one (51) percent of the purchasers before notaries, PROVIDED the developer also approves, if it still has twenty-five (25) lots or pieces of land for original sale.

15. 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 (100) percent actual notice shall not be necessary to carry out the provisions for amendment of Section 14.

Lakes Unlimited, Inc

Harold C. Bower,
President

Notarized 5/28/1969
Recorded 5/28/1969 Snohomish County Auditor #2095428
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