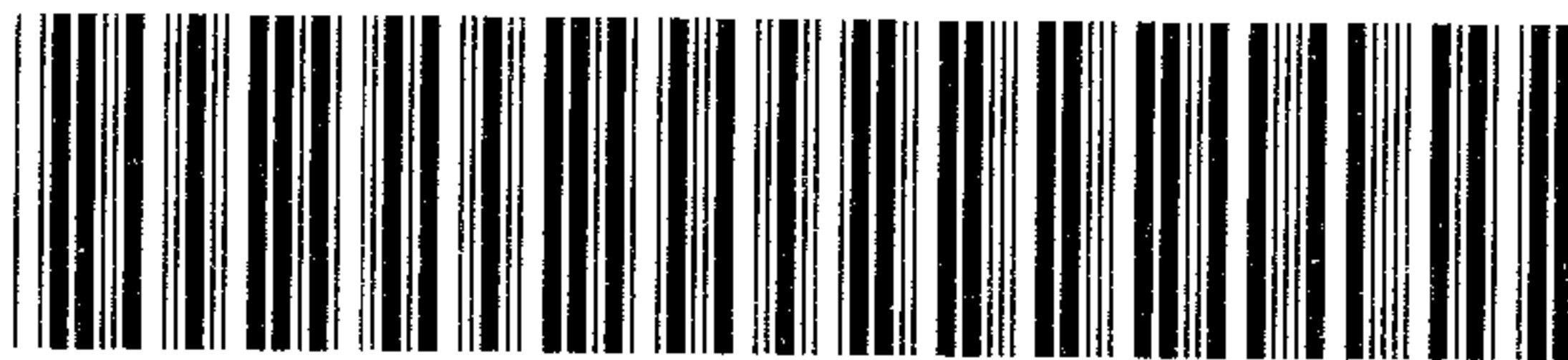


Return Address:

Kurt Nordquist  
19208 39<sup>th</sup> Ave. S.  
Seattle, WA 98188



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PAGE-001 OF 009  
08/27/2012 11:10  
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Declaration of Protective Restrictions for Snively's Angle Lake  
Tracts 2. Angle Lake Manor Petition Summary  
3. 4.

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page <sup>Volume 3260</sup> 208 of document 4350201

**Grantor(s)** Exactly as name(s) appear on document

1. Homeowners of Snively's Angle Lake ~~Estate~~ Tracts  
2.

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. Homeowners of Snively's Angle Lake Tracts  
2.

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Snively's Angle Lake Tracts

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

N/A

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

1     **DECLARATION OF PROTECTIVE RESTRICTIONS FOR SNIVELY'S**  
2                             **ANGLE LAKE TRACTS**

3  
4     **GENERAL PROVISIONS:** The following protective covenants shall become a blanket  
5     encumbrance against all of the lots of Snively's Angle Lake Tracts (as recorded. in Volume  
6     49 of Plats, page 13 -14 records of King County, State of Washington hereinafter referred to  
7     as Snively's Tracts.

8             These covenants shall run with the land and shall be binding on all owners of  
9     property in the said tract and all persons claiming under them, until March 20, 1978, a  
10    period of twenty-five (25) years, at which time said covenants shall be automatically  
11    extended for successive periods of ten years, unless by a vote of the majority of the then  
12    owners of the lots it is agreed to change the said covenants in whole or in part. The owner  
13    or owners of each lot shall have one vote per lot. All subsequent purchasers and owners of  
14    any of said lots shall take and hold the same subject thereto; and every purchaser and  
15    grantee of any of said lots by the acceptance of a deed thereto accepts and agrees to the said  
16    covenants as hereinafter stated.

17            If any purchaser or owner of any portion of said property, or their heirs or assigns  
18    shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other  
19    person or persons owning any real property situated in said development or subdivision to  
20    prosecute any proceedings at law or in equity against the person or persons violating or  
21    attempting to violate any such covenant and either to prevent him or them from so doing or  
22    to recover damages or other dues for such violation. The violation shall be brought to the  
23    attention of the ACC and the violator shall be given notice and the opportunity to resolve the  
24    violation. In no case shall the damages for such violation or violations be less than Twenty-  
25    five hundred (\$2,500.00) Dollars, plus such additional sums, as the court may adjudge  
26    reasonable as attorney's fees, and costs in such suit.

27            The failure of the owners of any real estate situated in said subdivision to enforce any  
28    of the restrictions herein set forth at the time of violation shall not be deemed to be a waiver  
29    of the right to do so thereafter, or for subsequent or other violations. Invalidation of any one  
30    of these covenants by judgment or court order shall in no way affect any of the other  
31    provisions, which shall remain in full force and effect.

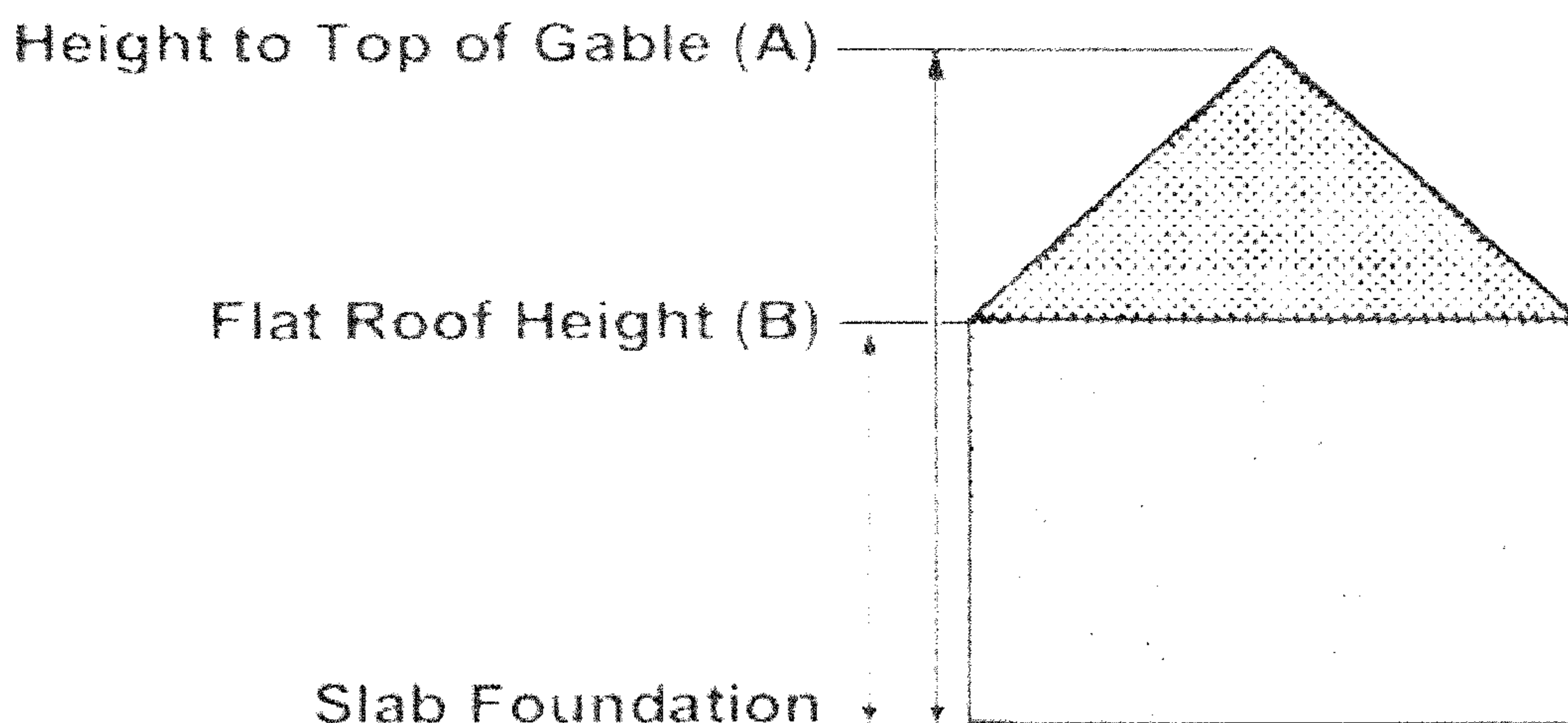
32  
33    **BUILDING RESTRICTIONS:** All lots in said tract shall be designated as single-family  
34    residence lots, except lot 32, Block Four, hereinafter designated as the Community Beach  
35    Lot. A building site shall consist of at least one such residence lot, or more, as shown on  
36    said plat. No building or structure shall be erected, constructed, or maintained or permitted  
37    upon such residence lot property except upon a building site as herein defined.

38            No building or structure shall be erected, constructed, maintained or permitted on a  
39    building site except a single detached dwelling house with or without garage attached, to be  
40    occupied by not more than one family and containing exterior dimensions of not less than  
41    One-Thousand-Fifty (1,050) square feet, not to exceed a height limit of 30 feet (as measured  
42    using the process detailed in figure 1), exclusive of garage, car port, open entries, porches,  
43    and patios. As appurtenant to any dwelling house a garden house, boat house, pergola,  
44    conservatory, or similar structure, architecturally in harmony therewith and of permanent  
45    construction may be erected.

46  
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49  
50

Figure 1: Building height shall be measured according to the formula illustrated below. For sloped property, the average of the lowest and highest ground elevations shall be considered the finished foundation measurement.

$$(A - B) \div 2 = \text{AVERAGE ROOF HEIGHT (C)}$$
$$B + C = \text{STRUCTURE HEIGHT}$$



51  
52  
53

(Figure 1)

54  
55  
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57  
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The work of construction of all buildings and structures erected thereon shall be completed and all wood surfaces covered with protective finish of at least two coats, within one (1) year from the date of which construction is begun.

All buildings to be erected or placed on any building site shall be executed from complete plans and specifications. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing proposed location of the same on the particular building site shall be submitted to the Architectural Control Committee before construction or alteration is started and such construction or alteration shall not be started until approval thereof is given by the said Committee. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the said Committee. As to all improvements, construction and alterations, the Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alteration, which is not suitable or desirable, in the Committee's opinion, for any reason, aesthetic or otherwise, and, in so passing upon such design, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and, of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building

71 or other structure or alterations therein as planned on the outlook of the adjacent or  
72 neighboring property, and any and all other factors which in the Committee's opinion shall  
73 affect the desirability or suitability of such proposed structure, improvements or alterations.  
74 The Committee's approval or disapproval as required in these covenants shall be in writing.  
75 In the event the Committee, or its designated representative, fails to approve or disapprove  
76 within thirty days (30) after plans and specifications have been submitted to it approval will  
77 not be required and the related covenants shall be deemed to have been fully complied with.

78 The Architectural Control Committee is composed of J. Howard Snively, 309 East  
79 Harrison, Seattle, Wash; Howard B. Snively, and Robert B. Snively, both of 1120 -21st Ave.  
80 No., Seattle, Washington. A majority of the Committee may designate a representative to act  
81 for it. (On November 17, 1977 the Snively's invoked their option to designate a  
82 representative to act for them and turned over the duties of the ACC to the Angle Lake  
83 Manor Community Club as evidenced by a letter signed by each of them and dated  
84 November 17, 1977).

85 In the event of death or resignation of any member or members of the Committee,  
86 the remaining member or members shall have full authority to designate a successor or  
87 successors. Neither the members of the Committee, nor its designated representative shall be  
88 entitled to any compensation for services performed pursuant to this covenant. At any time,  
89 the then record owners of a simple majority of the lots shall have the power through duly  
90 recorded written instrument to change the membership of the Committee or to withdraw  
91 from the Committee or restore to it any of its powers and duties.

92  
93 **BUILDING LIMITS:** No dwelling or garage or any part thereof, or any other structure  
94 exclusive of fences and similar structures, on Lots 2 thru 8 incl. of Block One; Lots 2 thru 8  
95 incl. and 13 thru 19 incl. of block Two; Lots 2 thru 5 incl. and 10 thru 12 incl. of Block  
96 Three; and Lots 2 thru 4 incl. and 27 thru 40 incl. and 23 thru 25 incl. of block Five, shall be  
97 placed nearer to the front or street line of the building site on which it is located than the  
98 "building line" which shall be a twenty (20) foot set back from the front lot line of any said  
99 site as shown on said plat measured from the closest point of said structure to the said front  
100 or street line, or nearer to the side line of said site than five (5) feet measured to the closest  
101 point of such structure to said sideline or nearer to the rear line of said site than 25 feet  
102 measured at the closest point of such structure to the rear line. Garages and associated  
103 buildings may be located within five (5) feet of the rear line.

104 Corner lots; 1 of Block One, 1 and 19 of Block Two, 1 and 13 of  
105 Block Three, and 1 and 26 of Block Five, shall be the same as above except for a ten (10)  
106 foot set back on the side street.

107 The lots facing south on South 194th Street, namely; Lots 9 and 10 of Block One,  
108 Lots 9 thru 12 incl. of Block Two, Lots 6 thru 9 incl. of Block Three, and Lots 5 thru 22 incl.  
109 of Block Five shall have a front line set back as shown on the Snively's Angle Lake Tracts,  
110 as recorded in Volume 49 of Plats, pages 13-14 records of King County, State of  
111 Washington.

112 Lots 1 thru 43 of Block Four shall have a "building line" set back from the front or  
113 street line of 20 feet, a sideline set back of 5 feet and a back line, or waterfront set back as  
114 follows:

115 Owing to the variance of the level of the water in Angle Lake, and the lack of fixed

116 survey points for determining a set back for a "building line" on the back or waterfront end  
117 of the lots in Block Four, such "building line" shall be measured from the South 194th  
118 Street, and 39th Ave. South end of the lots, known as the front or street line, and shall run  
119 parallel to the said front or street line, across the southerly, or waterfront end of Lots 11 thru  
120 43 incl., and the easterly or waterfront end of Lots 1 thru 10 incl. of Block Four . These  
121 measurements shall be as follows:

|     |                |                  |                |                |
|-----|----------------|------------------|----------------|----------------|
| 122 |                |                  |                |                |
| 123 | Lot # 1 -70ft. | Lot # 12 -150ft. | Lot #23 -75ft. | Lot #34 -75ft. |
| 124 | 2 -70          | 13 -140          | 24 -75         | 35 -75         |
| 125 | 3 -75          | 14 -125          | 25 -75         | 36 -75         |
| 126 | 4 -80          | 15 -110          | 26 -80         | 37 -75         |
| 127 | 5-85           | 16-90            | 27-85          | 38-75          |
| 128 | 6-90           | 17-90            | 28-80          | 39-75          |
| 129 | 7-95           | 18-100           | 29-75          | 40-75          |
| 130 | 8 -100         | 19 -110          | 30 -75         | 41 -80         |
| 131 | 9-105          | 20-100           | 31-75          | 42-90          |
| 132 | 10-130         | 21 -90           | 32 -70         | 43 -100        |
| 133 | 11-150         | 22 -80           | 33 -75         |                |
| 134 |                |                  |                |                |

135 **TEMPORARY BUILDINGS:** No trailer, basement, unfinished house, tent, shack, garage,  
136 boathouse, barn, or other outbuilding erected in the tract shall at any time be used as a  
137 residence temporarily or permanently, nor shall any structure of a temporary character be  
138 used as a residence. No building or structure shall be moved onto any land embraced in such  
139 tract from any land outside said tract. No building of any kind shall be erected or maintained  
140 on any building site prior to the erection of the dwelling house thereon except a contractor's  
141 construction shed which may be used for storing lumber and equipment, but in no event  
142 shall such shed be used for longer than six (6) months. No structure on said property shall be  
143 occupied as a residence until the installation of adequate plumbing, connected to sewer.

144  
145 **COMMUNITY BEACH LOT:** Lot 32, Block Four, of Snively's Angle Lake Tracts, has  
146 been set aside as a Community Beach Lot for the exclusive ownership, use, and enjoyment  
147 of all lot owners within said tracts. Such ownership and interest in said lot are contained in  
148 the individual titles to all lots in Snively's Tracts, and. may not be conveyed or transferred  
149 separately. Each and every lot owner or owners shall have an undivided equal interest in the  
150 Community Beach lot on the basis of the number of lots owned.

151 The Community Beach Lot shall have the same rights, privileges, and restrictions,  
152 regarding the use of the lake as all other waterfront lots. This Community Lot is not to be  
153 used as a public entrance to the lake, may not be used by the public, nor shall the  
154 Architectural Committee or any other person or persons have the power to make this a  
155 public entrance to the lake, or convert it for the use of the public, as a public beach.

156 If any attempt should ever be made to use this Community Beach Lot for any other  
157 purpose or purposes than herein contemplated, full title and ownership shall revert back to  
158 Howard F. Snively and Robert B. Snively, the original owners and grantors of the  
159 Community Beach Lot, or their heirs or assigns.

160

161 **PRIVATE LAKE:** Angle Lake is a private lake, and all waterfront lot owners own the bed  
162 of the lake, as determined by extending their side lot lines to a line running through the  
163 center of the lake. (Snively et al v. State, No. 2347i, March 24, 1932, Supreme Court  
164 Decision, State of Washington).

165  
166 **EXCAVATION, DIGGING OF WELLS:** All surplus earth removed from any lot shall, at  
167 the option of the Architectural Control Committee, become the Committee's property, and  
168 when removed shall be dumped by the property owner at the owner's expense at such place  
169 or places as the Committee shall designate, but not more than 2,500 feet from the point of  
170 excavation. No well for the production of, or from which there is produced oil, gas, or water,  
171 shall be dug or operated on said premises, nor shall any machinery, appliance, or structure  
172 be placed, operated or maintained thereon except as may be usual and customary in  
173 connection with the maintenance of a private residence, nor shall any excavation for stone,  
174 sand, gravel, or earth be made on said premises unless such excavation is necessary in  
175 connection with the erection of an approved structure thereon.

176  
177 **REFUSE DISPOSAL, STORAGE OF MATERIAL:** No trash, ashes, garbage or other  
178 refuse may be thrown or dumped on any vacant lot in said tract. No lot shall be used or  
179 maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept  
180 except in sanitary containers. All incinerators or other equipment for the storage or disposal  
181 of such material shall be kept in a clean and sanitary condition.

182  
183 **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one  
184 professional sign of not more than one square foot, one sign of not more than five square  
185 feet advertising the property for sale or rent, or signs used by a builder and contractor to  
186 advertise the property during the construction and sales period, and such signs as may be  
187 necessary to insure the privacy of the owners or occupants of any building site. Signs on  
188 fences, billboards and like structures shall not be permitted. Signage for the general benefit  
189 of the community is excluded from these requirements if it receives approval from the  
190 ALMCC.

191  
192 **PETS, LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall  
193 be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be  
194 kept provided that they are not kept, bred or maintained for any commercial purpose, and  
195 provided further, that they shall not become a nuisance to the neighborhood, and that it shall  
196 be the responsibility of the owner and keeper of such pets to keep them within the boundary  
197 limits of his property, and to keep them from running upon other peoples yards, gardens,  
198 grass, and private premises.

199  
200 **NOXIOUS USE OF PROPERTY; SPITE FENCES:** No noxious or offensive trade or  
201 activity shall be carried on upon any lot, nor shall anything be done there-on which may be  
202 or become an annoyance or nuisance to the neighborhood, and whether or not a thing, trade,  
203 business or use is undesirable or noxious is within the determination of the Architectural  
204 Control Committee. The construction or maintenance of a spite or nuisance wall, hedge, or  
205 fence shall be prohibited on such property, and whether or not a wall, fence, or hedge, shall

206 be within the latter category shall be within the determination of the Control Committee.

207

208 **EASEMENTS:** An easement is reserved over and across the rear five (5) feet of each lot in  
209 Blocks One, Two, Three, and Five, for utility installations and maintenance thereof, together  
210 with the right to grant an easement therefore to any public utility company or municipal  
211 corporation. An easement is also reserved for natural drainage where required.

212

213

214 **ARCHITECTURAL COMMITTEE:** It shall be the duty of the Architectural Control  
215 Committee to amend and interpret these protective restrictions for the general interest and  
216 protection of the majority of the property owners.

217

218 IN WITNESS WHEREOF, the owners in fee simple have hereunto set their hand and seal  
219 this 23rd day of March 1953.

220

221 [For details of signatures and seal see original]

222

223 End of Covenants

# Angle Lake Manor Neighborhood Petition Summary

## For amendments to the **DECLARATION OF PROTECTIVE RESTRICTIONS FOR SNIVELY'S ANGLE LAKE TRACTS (ALM-Covenants)**

This petition is submitted to the residents (legal property owners) of Angle Lake Manor and represents a request to amend and update the ALM-Covenants to bring them into conformance with the current living and development trends of the neighborhood.

The ALM-Covenants were originally written by the Snively Family who developed Angle Lake Manor in 1953. These covenants are legal documents under Washington State law. The Snively Family maintained enforcement control of the ALM-Covenants for 25 years. In 1977 the Snively Family appointed the Angle Lake Manor Community Club as guardians of the ALM-Covenants. The covenants have provisions that allow them to be amended, either by the ACC or by a simple majority vote of the property holders. However, in the 35-year history of the covenants no amendments have ever been proposed by the community at large.

In 2007 a group of residents formed a committee and began a line-by-line review of the ALM-Covenants. The committee was comprised of the then current members of the Architectural Control Committee (the committee responsible for interpretation and enforcement of the ALM-Covenants) and other concerned residents. The committee spent the better part of a year reviewing the ALM-Covenants.

As a legal guide the committee used a document prepared and published in the fall of 2004 by the Washington State Bar Association titled *What Can (and Can't) an Architectural Control Committee Do?* This document is available for review on the ALMCC website.

During the review process the committee came up with 27 initial proposed changes to the ALM-Covenants. After much discussion and debate 14 changes were finally approved. Thirteen of the changes were approved by unanimous vote. One change had a single dissenting vote. Several of the changes were mere housekeeping issues.

Following are highlights of the approved amendments being submitted for approval of the community:

- The ACC will be required to meet with violators and offer solutions to bring the violation into conformance before a violation can be made official. This will bring our covenants into compliance with the Bar Association guidelines.
- The penalty for violation of the covenants was increased from \$500.00 to \$2,500.00.

- The measurement of building height was amended so that it conforms to the City of SeaTac's current construction standards. The original ALM-Covenants definition was so vague that it could not be enforced.
- The requirement for construction plans to be prepared by a "licensed Architect registered in the State of Washington" was removed.
- The time the Architectural Control Committee (ACC) has to approve or disapprove a set of plans was reduced from 60-days to 30-days.
- Ambiguous language that in the past has restricted enforcement of some of the covenants was removed.
- Reduced from "two-thirds" to "a simple majority" the number of community votes required to override a ruling of the Architectural Control Committee.
- Removed the word "tree" from the list of items that could be considered a spite or nuisance wall.

The members of the committee hope you will appreciate the thought and effort that has gone into this revision project. Approval of these changes to the ALM-Covenants will allow us to better maintain the integrity of our community. We urge and request your support in approving these revisions.