

PROTECTIVE COVENANTS

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In order to preserve the natural beauty of the Lake Cushman area and to provide for the control of structures to be erected thereon, improvements to be made thereon, and the use thereof in general, the following restrictions are hereby declared to be covenants running with the land and binding upon future owners and their heirs, successors and assigns, and subject to which covenants the following described property shall be leased, held, used, occupied and developed:

The Plat of Lake Cushman No. 4, Mason County, Washington

And said restrictions and covenants are as follows:

1. All lots and improvements shall be used for residential purposes and uses incidental thereto only.
2. No lot shall be further divided where the resultant lot shall be less than 7,000 square feet in area and no structures shall be permitted on any lot except one single-family dwelling.
3. On waterfront lots there shall be a minimum of 50 feet between any structure and the lake shore. No docks or floats shall be extended more than 30 feet into the lake except with the prior approval of the Control Committee of the Lake Cushman Maintenance Co.
4. No fences, hedges or boundary walls shall be planted or constructed more than six feet in height and no residence shall be located closer than 15 feet to any property line except with the prior approval of said Control Committee.
5. No individual sewage disposal system will be permitted on any lot unless such system is designed, located and constructed in accordance with the legal regulations, laws and ordinances of Mason County and the State of Washington.
6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.
7. Water will be made available by street water mains in streets adjacent to all lots and will be available to each lot at the regular established rates. The power and water system will be completed on or before November 1, 1968. The water system will be owned and operated by the Lake Cushman Maintenance Co., a non-profit Washington corporation. State laws governing water systems will be complied with relative to potable domestic water supply.

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8. Lake Cushman Company reserves to itself and to its successors and assigns, an easement five feet in width parallel to all lot lines for purposes of utilities and drainage.

9. Travel trailers or campers may be used for limited vacations and holidays but shall not be permanently placed on the lots, except for limited periods with specific written authorization from the Control Committee. With respect to lots No. 51 through No. 75, trailers and mobile homes shall be allowed provided that prior to the time such units are located permanently on said lots the location and structures incident to the installation must be approved and provided further that the general exterior appearance shall be maintained at an acceptable standard in the opinion of the Control Committee. Any structure built on any lot in the subdivision must be approved by the Control Committee prior to commencement of construction. In connection with approval by the Control Committee of either structures or permanent locations for trailers or mobile homes, a simple preliminary structure plan showing the over-all dimensions and front elevation (with respect to structures) together with location on the lot, shall be submitted to the Control Committee for approval or disapproval. No construction or installation shall be permitted prior to the approval of the Control Committee provided that if the Control Committee fails to give notice within 30 days following submission of the plan, the plan shall be deemed acceptable. Twelve months after installation of water mains and power distribution systems, no tents, shacks or out-buildings shall be used as a dwelling. The exterior of any dwelling must be completed within one year from the commencement of construction.

10. Green belt and common areas will be dedicated to the Lake Cushman Maintenance Co. for the non-exclusive use and benefit of all lot owners. The Maintenance Co. shall regulate, administer and control all green belt, common and park areas and no cutting of timber or removing of brush in such areas shall be permitted except with the prior approval in writing of the Control Committee of the Lake Cushman Maintenance Co.

11. The use of firearms within said plat is prohibited.

These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all persons claiming under them, and having any interest in any of the above-described lands, for a period of 25 years from the date of these covenants, after which time these covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Lessees of the lots is recorded, agreeing to modify or revoke these covenants in whole or in part.

Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefor, and may be brought by

any lessee damaged, or by the Lake Cushman Maintenance Co.

Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in nowise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

LAKE CUSHMAN CO.

Benjamin M. Clifford
Benjamin M. Clifford, President

J. E. Swanson, Jr.
J. E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
) ss
County of)

On this 28th day of July 1967 before me personally appeared Benjamin M. Clifford and J. E. Swanson, Jr., to me known to be the President and Secretary respectively of the corporation that executed the foregoing instrument, and acknowledged 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 they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Thomas J. Austin
Notary Public in and for the State of
Washington, residing at *Seattle*

RECORDED 4 FILED
REEL 39 FRAME 034-36
AUDITOR MASON COUNTY
Ruth E. Boysen
'67 JUL 31 PM 2:43

REQUEST OF

Attn: *Ken Grayson*

Leskin Fisher & Assoc.
P.O. Box 7068
Seattle, WA 98133