

REVISED 5/9/93

DIVISION NO. 8

LAKE CUSHMAN

MODIFIED PROTECTIVE COVENANTS

PROTECTIVE COVENANTS PERTAINING TO THE PLAT OF LAKE CUSHMAN
DIVISION NO. 8, MASON COUNTY, WASHINGTON.

1. **GENERAL PROVISIONS:** It is the purpose and intent of these covenants and restrictions to:
 - A. Preserve the natural beauty of the Lake Cushman area and ensure safe, pleasant, harmonious and healthful environment for all lessees.
 - B. Provide for the control of structures to be erected thereon, improvements to be made thereon and the use thereof in general.
 - C. Each and every covenant and restriction shall run with the land and be binding upon future lessees, their heirs, successors and/or assigns.
 - D. For the purposes of these covenants, all travel trailers, park models, motorhomes, boats and campers shall be referred to as RV's (Recreational Vehicles).
2. **LAND USE, BUILDINGS AND IMPROVEMENTS:**
 - A. All lots and improvements shall be used for residential or recreational purposes and uses incidental thereto.
 - B. RV's may be used/placed/stored/parked on lots and used for recreation but may not be used as a full time residence.
 - C. RV's that are used/placed/stored/parked on a lot must be maintained in an aesthetically acceptable condition for the area, display a current license, be self contained or be connected to an approved sewage disposal system.
 - D. RV's that do not meet the above requirements or that have been abandoned, will be removed by the Lake Cushman Maintenance Company and the lessee will be billed for the cost of removal and storage. (Lessee will be given one written **warning of non-compliance** prior to removal).
 - E. Buildings shall not be erected, altered, placed or permitted to remain on any lot, other than a single family dwelling, garage or other accessory structures approved by The Architectural Control Committee. The exterior of any dwelling or structure must be completed within one year from the date construction is started.
 - F. Only dwellings that meet the **UNIVERSAL BUILDING CODE (UBC)** standards will be allowed.
 - G. A lot or portion of any lot shall not be subdivided.
 - H. Fences, hedges or boundary walls, shall not be planted or constructed more than six (6) feet in height and residence or structures shall not be located closer than ten (10) feet to any property line. Exceptions must have prior written approval of The Architectural Committee and the adjacent neighbor.
 - I. Scrap building materials, cut trees, garbage, unlicensed motor vehicles or trash shall not be allowed to accumulate on any lot or common area. Lessee will be given one written **warning of non-compliance** and then The Lake Cushman Maintenance Company will remove the items and the lessee billed for the cost of removal and storage.
3. **EASEMENTS:** An easement of five (5) feet in width parallel to all lot lines is reserved by The Lake Cushman Maintenance Company for the purposes of installation or maintenance of utilities and drainage. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction of the flow of water through the drainage channels. The easement area of each lot and all improvements, in it shall be maintained continuously by the lessee of that lot, except for those improvements for which The Lake Cushman Maintenance Company, public authority or utility company is responsible.
4. **WATER:** Water is available in the street water mains adjacent to all lots and is available to each lot at the regular established rates. All connections will be made by The Lake Cushman Maintenance Company, who owns and operates the water system. Unauthorized connections will not be allowed.
5. **UTILITIES:** All utilities to service each lot shall be installed underground and connected to the underground utilities in streets and greenbelts.
6. **SEWAGE:** All sewage disposal systems shall, as a minimum, be a septic tank and drainfield designed, located and constructed in accordance with the legal regulations, laws and ordinances of Mason County and the State of Washington. Grey water or sewage may not be drained on any lot or common area.
7. **VEHICLES:** All types of vehicles used for commercial profit shall not be parked/stored or placed on any lot or common area. Exceptions are when vehicles are engaged in construction, service, maintenance or repair of property or utilities.
8. **Activities:**
 - A. Commercial activities shall not be conducted on any lot. Exceptions are cottage industries which are conducted within the residence/garage and which has no outward manifestation of it's existence. Signs advertising these commercial activities are not allowed. ^{NOT}
 - B. Any activity conducted on any lot or common area shall become noxious or offensive and become an annoyance or nuisance to the neighborhood.

9. **ANIMALS:** Animals, livestock or poultry of any kind shall not be raised, bred or kept on any lot, except that a dog, cat or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall not be allowed by the owner to become a nuisance to the neighborhood or allowed to run unattended in the parks, golf course, greenbelts, common areas or on other lessee's property.

10. **ARCHITECTURAL CONTROL:**

A. An architectural control committee shall be appointed by The Lake Cushman Maintenance Company. Members of this committee shall not be compensated for services performed. Membership on this committee shall be open to all lessee's who wish to serve.

B. All buildings, structures and improvements shall not be erected, placed or altered on any lot until written approval is received from The Architectural Committee.

C. The procedure for submitting plans for approval: A simple preliminary structure plan showing the over-all dimensions and front elevation together with location on the lot is required before installation or construction is started. If The Architectural Committee fails to give notice within thirty (30) days following submission of plan, the plan is deemed acceptable.

D. Clearcutting of any lot will not be allowed. Approval must be obtained, for cutting of all trees on the lessee's lot, from The Architectural Committee. This does not mean a dangerous tree or trees may not be removed, but not by a lessee without first obtaining permission to do so. It may be advisable to have the maintenance company remove the tree due to the liability involved.

11. **GREENBELTS, PARKS AND COMMON AREAS:** These areas are for the benefit of all lessee's. These areas are regulated, administered and controlled by The Lake Cushman Maintenance Company. Cutting of timber, removing brush or dumping of trash will not be permitted in these areas without written approval of The Architectural Committee.

12. **THE USE OF FIREARMS, AIR RIFLES, B-B GUNS OR BOW AND ARROWS ARE PROHIBITED.**

13. **TERM:** 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 ten (10) 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 lessee's of the lots is recorded, agreeing to modify or revoke these covenants in whole or in part.

14. **ENFORCEMENT:** 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 Company.

15. **SEVERABILITY:** Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in force and effect.

16. These Protective Covenants were modified effective July 1, 1993 pursuant to revision procedure set out in the original Division No. 8 Lake Cushman Protective Covenants which states in part as follows: "...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, agreeing to modify or revoke these covenants in whole or part." There is on record with the Secretary of the Board of Trustees for the Lake Cushman Maintenance Company., instruments signed by a majority of the Lessees of the lots existing on July 1, 1993, agreeing to modify the Division No. 8 Protective Covenants as set out in this document.

RECEIVED OF: Lake Cushman
Maintenance Co.
93 JUN 30 PM 1:40
RECORDED 910
INDEXED 582-584
Hoodspout, Wm.
93548

**AFFIDAVIT OF NED SWAN, PRESIDENT,
LAKE CUSHMAN MAINTENANCE COMPANY**

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

I, NED SWAN, being first duly sworn, on oath, deposes and state as follows:

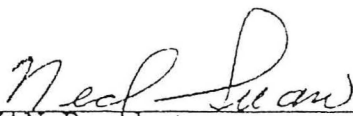
1. I am the President of the Board of Trustees of Lake Cushman Maintenance Company, a Washington non-profit corporation.

2. On or about May 1, 1993, the Lake Cushman Division No. 8 Protective Covenants Revision Committee did cause to be sent to every lot Lessee within Division No. 8 at their address on file with the Lake Cushman Maintenance Company office notification of the proposed modification to Protective Covenants and a ballot.

3. The Chairman of this Revision Committee, Ray Staats, mailed out a total of 206 ballots. He received in response a total of 123 ballots. 114 voted to approve the modifications to Protective Covenants. 9 voted to disapprove the modifications to Protective Covenants.

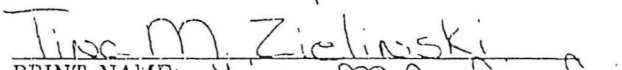
4. The number of lot Lessees in Division 8 voting to approve the modifications to Protective Covenants was equal to 55.3% of the lot Lessees, and therefore a majority of lot Lessees in Division 8 have agreed to modify these Protective Covenants in the form attached hereto, the terms of which are incorporated herein by this reference.

5. The actual ballots shall remain on file at the office of Lake Cushman Maintenance Co. available for inspection. Their address is: N. 3740 Lake Cushman Road, Hoodspart, WA 98548.


NED SWAN, President
Board of Trustees

SUBSCRIBED AND SWORN to before me this 30 day of June, 1993.




PRINT NAME: Tina M. Zielinski
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, residing at Hoodspart
My commission expires: 12/15/93