



LAKE CUSHMAN

Protective Covenants

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 lessees, 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. 9, 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 lots shall be subdivided and no structures shall be permitted on any lot except one single-family dwelling.
3. 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 the Control Committee of the Lake Cushman Maintenance Co.
4. 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.
5. 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.
6. Water will be made available in 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, 1970. 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 supply.
7. 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; provided, that said easement shall be 10 feet in width where not bordered by another lot.
8. Travel trailers, campers, fifth wheel trailers and motor homes may be placed on improved lots and used for unlimited periods of time, such recreational vehicles must be in good condition and kept well maintained. Improved lots must have water, power and septic.

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 a simple preliminary structure plan showing the over-all dimensions and front elevation 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 outbuildings shall be used as a dwelling. The exterior of any dwelling must be completed within one year from the commencement of construction.

9. Green belt areas will be dedicated to the Lake Cushman Maintenance Co. for use as it deems proper. The Maintenance Co. shall regulate, administer and control all green belt 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.

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

11. Floats may be placed along lots fronting on Kokanee Lake or Dow Creek subject to the provisions set forth in leases covering said property; provided no such float may extend further than 8 feet into said waterways and provided further that said floats shall be so located and constructed as not to unreasonably interfere with the use of said waterways by boat traffic.

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.



RAY DUISEN

AMEND

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Page: 1 of 2
10/04/2006 10:16A
Mason Co, WA

Name and

Return Address

RAY DUISEN
P.O. Box 1132
Hoopsport, Wa 98548

DOCUMENT TITLE (S)

AMENDMENT

REFERENCE NUMBER (S) of related documents

238100

Additional Reference #'s on page _____

GRANTOR (S) Last, First and Middle Initial

Lake Cushman Maintenance Company

Additional Grantors on page _____

GRANTEE (S) Last, First and Middle Initial

Public

Additional Grantees on page _____

LEGAL DESCRIPTION (Abbr. Form: quarter/quarter, section, township & range, plat, lot, & block)

Additional Legal Descriptions on page _____

PARCEL NUMBER

42216-50-00001 THru 42216-50-00124