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09/24/2009 01:37 PM AMEND
LAKE CUSHMAN MAINT CO #32384 Rec Fee: \$66.00 Pages: 5



Lake Cushman Maintenance Co.
3740 N. Lake Cushman Road
Hoodsport, WA 98548

DOCUMENT TITLE:

Lake Cushman Division 10 Modified Protective Covenants

REFERENCE NUMBER of related documents:

Supersedes Lake Cushman Division 10 Protective Covenants recorded
5/12/69 Auditor's File Number 242336.

GRANTOR:

Lake Cushman Maintenance Company

GRANTEE:

Public

LEGAL DESCRIPTION:

Sec. 16 T22N R4W

PARCEL NUMBER (S):

42216-51-00001 Through 42216-51-00204

Lake Cushman
Modified Protective Covenants

In order to preserve the natural beauty of the Lake Cushman area and to provide for the control of structures to be entered 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 the subject to which covenants the following described property shall be leased, held, used, occupied and developed:

The plat of Lake Cushman No. 10, 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 Company.
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, 1971. 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. Utility service connections shall be installed underground when connecting to underground utilities in streets or greenbelts.

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 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 day 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. These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all the 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 and covenant, either to restrain such violation or to recover damages there-for, 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.

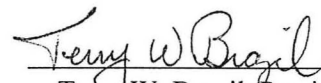
These Protective Covenants were modified effective September 22, 2009 pursuant to revision procedures set out in original Division No. 10, paragraph 11, Lake Cushman Protective Covenants which states in part as follows: “..after which time these covenants shall automatically be extended for successive 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 in part.” There is on record with the Secretary of the Board of Directors for the Lake Cushman Maintenance Co., instruments signed by a majority of the Lessees of the lots existing on September 22, 2009, agreeing to modify the Division No. 10 Protective Covenants as set out in this document.

AFFIDAVIT OF TERRY W. BRAZIL, PRESIDENT
LAKE CUSHMAN MAINTENANCE COMPANY

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

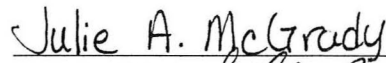
I, Terry W. Brazil, being first duly sworn, on oath, deposes and state as follows:

1. I am the President of the Board of Directors of Lake Cushman Maintenance Company, a Washington non-profit corporation.
2. On or about August 3, 2009, Linda Erickson did cause to be sent to every lot Lessee within Division No. 10 at their address on file with the Lake Cushman Maintenance Company office, notification of the proposed modification to Division 10 Protective Covenants and a ballot.
3. Linda Erickson mailed out a total of 141 ballots. They received in response a total of 103 ballots. 77 voted to approve the modifications to Protective Covenants. 23 voted to disapprove the modifications to Protective Covenants. 3 ballots were invalid.
4. The number of lot Lessees in Division 10 voting to approve the modifications to Protective Covenants was equal to 54.61% of the lot Lessees, and therefore a majority of the lot Lessees in Division 10 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: 3740 N. Lake Cushman Road, Hoodspport, WA 98548.


Terry W. Brazil, President
LCMC Board of Directors

SUBSCRIBED AND SWORN to before me this 24th day of September, 2009.




PRINT NAME Julie A. McGrady
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, residing at Mason County
My commission expires: 11/19/12