

245029

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. 11, 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. Utility service connections shall be installed underground when connecting to underground utilities in streets or green belts.

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 ten feet in width where not bordered by another lot. Lake Cushman Company reserves to itself, its successors and assigns an easement for installation and maintenance of underground utilities ten feet in width, along the existing cleared strip of land across Lots 12 through 7 inclusive.

8. Travel trailers or campers may be used for limited vacations and holidays shall not be permanently placed on the lots, except for limited periods with specific written authorization from 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 and structures, a simple preliminary structure plan showing the over-all dimensions, contour, elevation together with location on the lot, shall be submitted to the Control Committee for approval or disapproval. No construction or installation shall be commenced 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, and power shall be deemed acceptable. Twelve months after installation of water mains dwelling. Distribution systems, no tents, shacks or outbuildings shall be used as a commencement. The exterior of any dwelling must be completed within one year from the

9. Green belt construction.

use as it deems belt areas will be dedicated to the Lake Cushman Maintenance Co. for all green belt proper. The Maintenance Co. shall regulate, administer and control areas shall be and park areas and no cutting of timber or removing of brush in such Committee of the submitted except with the prior approval in writing of the Control

10. The use of Lake Cushman Maintenance Co.

These cover firearms within said plat is prohibited. be binding upon and each and every part thereof shall run with the land and shall interest in any parties and all persons claiming under them, and having any of these covenant the above described lands, for a period of 25 years from the date for successive period after which time these covenants shall automatically be extended of ten (10) years, unless an instrument signed by a majority

of the then Lessees of the lots

covenants in whole or in part.

Enforcement of these covenants

any person violating or attemptin

violation or to recover damages th

or by the Lake Cushman Maintenance

Invalidity of any of these co

jurisdiction shall in nowise affect

in full force and effect.

recorded, agreeing to modify or revoke these

shall be by proceedings at law or in equity against

to violate any covenant, either to restrain such

before, and may be brought by any lessee damaged,

l.

as determined by a court of competent

of the other covenants which shall remain

LAKE CUSHMAN CO.

Benjamin M. Clifford
Benjamin M. Clifford, President

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

STATE OF WASHINGTON)

COUNTY OF) ss.

On this 19th day of August, 1969,
M. Clifford and J. E. Swanson, Jr., to
respectively of the corporation that ex
acknowledged said instrument to be the f
corporation, for the uses and purposes
they are authorized to execute said instr
corporate seal of said corporation.

GIVEN under my hand and official sea

before me personally appeared Benjamin
known to be the President and Secretary
and the foregoing instrument, and
and voluntary act and deed of said
ein mentioned, and on oath stated that
ent and that the seal affixed is the

he day and year last above written.

Bertie J. Tache
Notary Public in and for the State of
Washington, residing at Seattle

RECORDED 4⁰⁰ FILED.

REEL 61 FRAME 6

Ruth E. Boyser

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