

REEL 75 F. 805

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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. 13, 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 and no structures shall be permitted on any lot except one single-family dwelling.
3. No lot in said plat shall have direct access to the Cushman-Staircase Road. Access shall be limited to the interior plat roads fronting said lots.
4. No fences, hedges or boundary walls shall be planted or constructed more than six feet in height and in areas where, in the opinion of the Control Committee, such fences, hedges, boundary walls or plantings would interfere with the view of adjacent lots in said plat they may be limited to a lesser height as specified by the Control Committee. Plans for all fences, hedges, boundary walls and tree plantings shall be submitted to the Control Committee for approval prior to planting or construction provided that if the Control Committee fails to give notice within 30 days following submission of the plan, the plan shall be deemed acceptable, and no residence shall be located closer than 15 feet to any property line except with the prior approval of said Control Committee. Building setback lines as shown on said plat shall be adhered to.
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

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regulations, laws and ordinances of Mason County and the State of Washington. On creek lots no drainfield or other potential source of pollution shall be constructed or maintained in the area between the creek and the drainfield setback line.

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. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers; no debris, old cars or machinery, or lumber and building materials shall be stored on any lot, except that supplies and machinery currently being used in the construction of an approved dwelling may be stored in a neat and workmanlike manner during construction of said dwelling. All building materials and debris shall be cleaned up and removed from the lot within 30 days following the completion of a dwelling. No lot shall be kept in a condition that, in the opinion of the Control Committee, constitutes an annoyance or nuisance to the neighborhood or detracts from the general appearance of the area.

7. 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.

8. Lake Cushman Co. 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. 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 overall dimensions and front elevation (with respect to structures) together with location on the lot and proposed exterior color scheme 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, campers, trailers, outbuildings or other device shall be used as a dwelling. The exterior of any dwelling must be completed within one year from the commencement of construction.

10. Green belts and common areas will be dedicated to the Lake Cushman Maintenance Co. The Maintenance Co. shall regulate, administer and control all green belts and screening easements, 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. Plans of any proposed development or change of the creek bed or area within the screening easement adjacent to Lots 3 through 6 must be approved by the Control Committee prior to said development or change.

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.

LAKE CUSHMAN CO.

Benjamin M. Clifford
Benjamin M. Clifford, President

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

STATE OF WASHINGTON)
COUNTY OF King) ss

On this 2nd day of December, 1970, 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.

Barthelme F. Fiske
Notary Public in and for the State of Washington, residing at Seattle

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KING COUNTY

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REQUEST OF

Angela Archer
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