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Division No. 16

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REQUEST OF

LAKE CUSHMAN

Protective Covenants

*17962 Hydraulic Ave N.
Seattle, Wash - 98133*

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. 16, 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. Lots shall be used for single family residential or recreational use only.
3. 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 in duplicate 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. No

[Handwritten signatures and initials]

residence or structure shall be located closer than 15 feet to any property line except with the prior written approval of said Control Committee.

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. Self-contained campers and travel trailers may be used on the lots provided that holding tanks and waste water shall not be emptied or disposed of on site. No water service connection shall be made to any camping vehicle, trailer, or dwelling unless an approved individual sewage disposal system has been installed on the lot.

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. 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.

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, 1975. 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 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; provided, that said easement shall be 10 feet in width where not bordered by another lot.

8. Trailers and mobile homes shall be allowed provided that prior to the time such units are located permanently on said lots the location and structures incident to the installation must be approved and provided further that the general exterior appearance shall be maintained at an acceptable standard in the opinion of the Control Committee. Trailers and mobile homes located permanently on lots must have full skirting in place within 90 days following placement of the unit on the lot. 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 in duplicate 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. The exterior of any dwelling must be completed within one year from the commencement of construction.

9. Greenbelt 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 greenbelt 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. No motor vehicle including motorcycles, motor scooters, A.T.V.'s etc., shall be operated on any of the property in said plat, including all roads, in an unsafe manner or in such a way as to create, in the opinion of the Maintenance Co. or its agents, an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for licensing, equipment and operation.


These covenants and each and every part thereof shall run

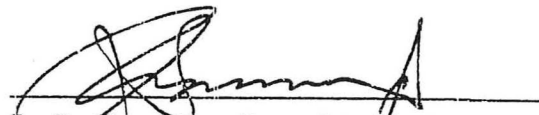
with the land and shall be binding upon all parties and all persons claiming under them, and having any interest in any of the above described lands, for a period of 25 years from the date of these covenants, after which time these covenants shall automatically be extended for successive periods of ten (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 proceeding 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, President


J. E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this *13th* day of *February*, 19*73*, 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.

Edmund Senger
Notary Public in and for the State
of Washington, residing at *Auburn*