

434528

332 FR 1057

LAKE CUSHMAN
PROTECTIVE COVENANTS
DIVISION 19

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. 19, 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. 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 residence or out building 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.
5. Self contained campers and travel trailers may be used on the lots on an intermittent basis not to exceed 30 days, provided that holding tanks and waste water shall not be emptied or disposed of on site, and provided that when on the lots they are maintained in such condition that they do not, in the opinion of the Control Committee, create a nuisance or detrimental effect on the neighborhood or community in general. No water service connection shall be made to any camping vehicle or trailer.
6. 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 structures, a simple preliminary structure plan showing the over-all dimensions and front elevation together with a plot plan showing 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

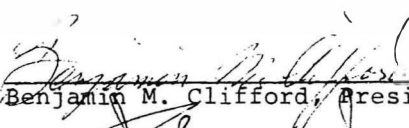
of the plan, the plan shall be deemed acceptable. The exterior of any dwelling must be completed within one year from the commencement of construction.

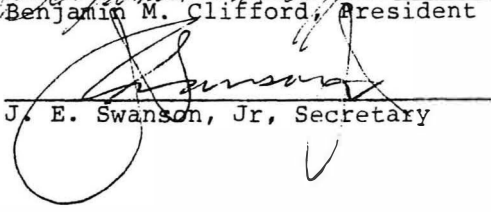
7. Water will be made available in street water mains in streets adjacent to all lots and will be available to each lot at the regular established rates. The power and water system will be completed on or before November 1, 1986. The water system will be owned and operated by the Lake Cushman Maintenance Co., a non-profit Washington corporation. State laws governing water systems will be complied with relative to potable domestic supply.
8. All utility service connections shall be installed underground when connecting to underground utilities in streets or green-belts.
9. 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 having less than an acre in area, 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.
10. 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.
11. The use of firearms within said plat is prohibited.
12. 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 laws for licensing, equipment and operation.
13. No motors shall be allowed on Lake Standstill.
14. No floats or docks shall extend more than eight feet into the water except adjacent to Tract E.

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

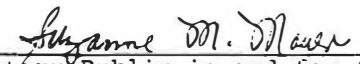

J. E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
County of King) ss

On this 16th day of October, 1984 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.

RECORDED ⁵⁰⁰ FILED
REEL 332 PAGE 1067-1069
AUDITOR KING COUNTY
ALLAN L. BROTCHE


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

84 NOV 5 P2:53

REQUEST OF

Flora Archer
c/o Cushman Properties
1414 Dexter Ave. No. #326
Seattle, WA 98109

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 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. 19, 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. 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 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 or structure shall be located closer than 15 feet to any property line except with the prior 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.
5. Self-contained campers and travel trailers may be used on the lots on an intermittent basis not to exceed 30 days, provided that holding tanks and waste water shall not be emptied or disposed of on site, and provided that when on the lots they are maintained in such condition that they do not, in the opinion of the Control Committee, create or nuisance or detrimental effect on the neighborhood or community in general. No water service connection shall be made to any camping vehicle or trailer.

SEE RESOLUTION

2007-01 ATTACHED

This is a legible copy--the recorded copy of Div. 19 covenants is pg 1-3; also attached is Recreational Vehicle Resolution 2007-01 regards 180 days

Auditor's File 434528

Recorded 11/3/84

Not an official copy. Copies of the original document can be obtained from the office.

6. Any structure built on any lot in the subdivision must be approved by the Control Committee prior to the commencement of construction. In connection with approval by the Control Committee of either structures, a simple preliminary structure plan showing the over-all dimensions and front elevation together with a plot plan showing 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 of the commencement of construction.
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, 1986. 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. All utility service connections shall be installed underground when connecting to underground utilities in streets or greenbelts.
9. 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.
10. 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.
11. The use of firearms within said plat is prohibited.

12. 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.

13. No motors shall be allowed on Lake Standstill.

14. No floats or docks shall extend more than eight feet into the water except adjacent to Tract E.

Recorded November 5, 1984 Auditor's File # 434528

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LK CUSHMAN MAINT CO #7816 Rec Fee: \$35 00 Pages: 4


After Recording Return To:
Lake Cushman Maintenance Company
3740 N. Lake Cushman Road
Hoodspport, WA 98548

Document Title:

Lake Cushman Maintenance Company Board of Directors Resolution No. 2007-01
A RESOLUTION ADOPTING POLICY FOR THE ENFORCEMENT OF PROTECTIVE
COVENANTS RELATED TO THE USE OF CAMPERS AND TRAVEL TRAILERS ON
LOTS IN DIVISION 18 and 19. Approved by the Lake Cushman Maintenance Company Board
of Directors May 12, 2007.

Grantor:

Lake Cushman Maintenance Company

Grantees:

Public

Legal Description:

Lake Cushman Div. 1, Lot 1 Additional Legal Descriptions on Page 2

Parcel Number:

42329-50-00001 Additional Parcel Numbers on Page 2

LAKE CUSHMAN			
DIVISION #	PARCEL NUMBER SEQUENCE		
1	42329-50-00001	TO	42329-50-00257, 00900
2	42307-50-00001	TO	42307-50-00142
3	42318-50-00001	TO	42318-50-00219, 00900
4	42318-51-00001	TO	42318-51-00151
5	42204-50-00001	TO	42204-50-00137
6	42204-51-00001	TO	42204-51-00160
7	42209-50-00001	TO	42209-50-00174
8	42209-51-00002	TO	42209-51-00206, 00900
9	42216-50-00001	TO	42216-50-00124
10	42216-51-00001	TO	42216-51-00204
11	42332-50-00001	TO	42332-50-00041
12	42216-52-00001	TO	42216-52-00175
13	42332-51-00001	TO	42332-51-00012
14	42205-50-00001	TO	42205-50-00062, 00900-00902
15	42304-51-00001	TO	42304-51-00009
16	42216-53-00001	TO	42216-53-00150, 00900
17	42209-54-00001	TO	42209-54-00130
18	42205-51-01001	TO	42205-51-01136, 02001-02052, 03001-03065
19	42205-52-00001	TO	42205-52-00066, 00949-00951
WEST # 1	42331-50-01002	TO	42331-50-93022
WEST # 2	52309-50-00001	TO	52309-50-00015
EAST # 1	42333-51-01002	TO	42333-51-06065
DOW CR EST # 1	42209-52-00001	TO	42209-52-00075
DOW CR EST # 2	42209-53-00001	TO	42209-53-00033

RESOLUTION NO.2007-01

A RESOLUTION ADOPTING POLICY FOR THE ENFORCEMENT OF
PROTECTIVE COVENANTS RELATED TO THE USE OF CAMPERS AND
TRAVEL TRAILERS ON LOTS IN DIVISION 18 and 19

WHEREAS, the Lake Cushman Maintenance Company (LCMC) has authority and the responsibility for the enforcement of provisions in applicable protective covenants which address the temporary placement of travel trailers and campers; and

WHEREAS, the protective covenants in certain divisions, including Divisions 18 and 19, never allow for the permanent placement of travel trailers or campers; and

WHEREAS, the Board of Directors previously adopted Resolution No. 2005-01 addressing placement of travel trailers, campers, trailers and mobile homes with application to all divisions that prohibit the placement some or all of these; and

WHEREAS, the protective covenant that apply to lots in Divisions 18 and 19 in Section 5, hereinafter referred to as Protective Covenant No. 5, has a unique provision relating to the use of self contained campers and travel trailers on an intermittent basis not to exceed 30 days; and

WHEREAS, there currently are lots within Divisions 18 and 19 in which travel trailers, campers or other recreational vehicles have remained on lots on what appears to be a permanent basis and are therefore in noncompliance with Protective Covenant No. 5 and for which there has been insufficient enforcement action taken by LCMC; and

WHEREAS, the board desires to bring lots into compliance over a period of time; and

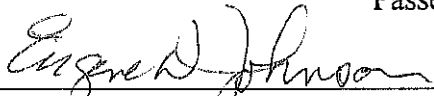
WHEREAS, Protective Covenant No. 5 does not provide definition and guidance for the Board and the Control Committee for the implementation and enforcement of such covenant and such definition and guidance is desirable for assisting in having a more consistent and uniform enforcement practice as well as giving members further information on which to plan; now therefore be it

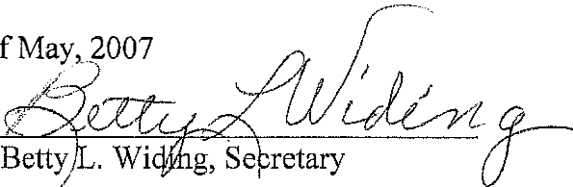
RESOLVED, that the board adopts the following principles and action for implementing and enforcing Protective Covenant No. 5 which restrict the placement of travel trailers and campers:

1. For the purpose of defining what is meant by "campers and travel trailers", these terms shall be deemed to mean and include mobile recreational vehicles including, but not limited to, fifth wheels, pick-up truck campers, travel trailers, tent trailers, and motor homes.
2. "Campers and travel trailers" shall be considered in violation of Protective Covenant No. 5 when they remain on a lot in Divisions 18 and 19 for more than 180 days in any calendar year.

3. No newly placed campers or travel trailers may remain on a lot in Division 18 and 19 for more than 180 days in any calendar year, and all existing campers and travel trailers on lots in Divisions 18 and 19 shall not remain on a lot in Divisions 18 and 19 for more than 180 days in any calendar year after January 1, 2010, or upon the sale, transfer or conveyance of any such lot, which ever first occurs.

Passed this 12th day of May, 2007


Eugene W. Johnson, President


Betty L. Widing, Secretary