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REEL 111 PG 892

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 Assessor's Plat of Lake Cushman - Eastside NO. 1, Mason County, Washington.

And said restrictions and covenants are as follows:

1. All property and improvements shall be used for single family residential purposes and uses incidental thereto only.

2. No tract shall be further divided where the resultant lot shall be less than the minimum area established by Mason County for a platted lot and any use of said property must conform to all applicable laws of the Federal, State and County governments.

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 said Control Committee.

4. Lessee shall not cut or remove any trees or timber from property herein demised except that which may be essential to the preparation of a building site, driveways or walkways and in no event shall lessee cut any trees or timber within 15 feet

Returned
Recorded
Compared
Proofed

of property line, road right of way lines, and the existing roads and trails, except as may be necessary for purposes of access, without the express written consent of Lessor. No trees, brush, or other material shall be cut or removed from greenbelts, common areas or adjoining properties.

5. No individual sewage disposal system will be permitted on any tract 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.

6. No noxious or offensive activities shall be carried on upon any tract, 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 tract except that cats, dogs or other household pets and riding horses may be kept, but not for any commercial purpose. Livestock and household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

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.

8. All utility service connection shall be installed underground except when express written approval for exposed utility connections is obtained from the Lake Cushman Maintenance Company.

9. Any structure built or placed on any tract must be approved by the Control Committee of the Lake Cushman Maintenance Company prior to commencement of construction. In connection with approval by the Control Committee of structures, a simple preliminary structure plan showing the overall dimensions

and front elevation together with location on the tract, and exterior finish and color scheme shall be submitted in duplicate to the Control Committee for approval of disapproval. Plans should be mailed to: Control Committee, Lake Cushman Maintenance Co., P.O. Box 38, Hoodsport, Washington 98548.

10. The use of firearms is prohibited on this property.

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 no wise 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)
) ss
County of King)

On this 7th day of January, 1974, 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 corporated seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

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

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REEL 111 FR. 892-895
AUDITOR [illegible] COUNTY
RUTH L. BOYSEN

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REQUEST OF

Lake Cushman CO.
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