

LAKE CUSHMAN

GENERAL PROTECTIVE COVENANTS-STAIRCASE AREA

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 this property shall be leased, held, used, occupied and developed:

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. On waterfront lots there shall be a minimum of 50 feet between any structure and the high water line. No docks or floats shall be extended more than 30 feet into the lake except with the prior approval of the Control Committee of the Lake Cushman Maintenance Co.
4. 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.
5. 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 30 feet of property lines, road right of way lines, and the Staircase-Dry Creek road and trail, 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.
6. 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.
7. 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.
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 or placed on any tract 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 overall dimensions and front elevation together with location on the tract, 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. No shacks or outbuildings shall be used as a dwelling. The exterior of any dwelling must be completed within one year from the commencement of construction.

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.

November 9, 1971

RECORDED 1200 FILED
 OCT 4 1971 NAME 544
 MASON COUNTY
 ALLEN T. BROTCHE

90 JAN 9 P 3: 34

REQUEST OF
 MASON COUNTY TITLE INSURANCE CO.

NOT RESPONSIBLE FOR THE READABILITY OF THIS
 INSTRUMENT DUE TO THE CONDITION OF THE
 ORIGINAL INSTRUMENT.

EXHIBIT B

STANDARD CONDITIONS OF SALE FOR UNPLATTED PARCELS AT LAKE CUSHMAN
STAIRCASE AREA

Maintenance Fee as set forth herein applies to immediate family and dwelling unit of lessee. If additional families make use of said property and/or if additional dwellings are constructed on said property, an additional maintenance fee shall be paid for each such family or dwelling.

Any subdivision of this property must conform to the laws and regulations of Mason County and the State of Washington and must be approved by the City of Tacoma. Having obtained those written approvals and with the further approval of Lake Cushman Co. as to conditions, locations and restrictions on use, said property may then be subdivided. All lots resulting from said subdivision shall be subject to the Articles of Incorporation and By-Laws of the Lake Cushman Maintenance Co.

As additional use is made of said property, for each such tract to which an interest is acquired by other than lessee herein, lessee shall be obligated to pay an additional rental fee, currently \$108.00 per annum, for waterfront lots and \$24.00 for back lots, subject to adjustment as set forth in paragraph numbered "1" of said lease. The holder of such interest shall also be obligated to pay annual assessments to Lake Cushman Maintenance Co. as provided in Articles of Incorporation and By-Laws of said company.

This property and any tract or tracts that may be subdivided from it are subject to the Protective Covenants attached herewith as Exhibit C.

"EXHIBIT A"
ASSESSORS PLAT OF
LAKE CUSHMAN - WESTSIDE NO. 2

RESTRICTIONS

"All property in this plat subject to the Articles and By-Laws of the Lake Cushman Maintenance Co., and General Protective Covenants of the Lake Cushman Co.

MAINTENANCE OBLIGATIONS

The cost of maintaining all existing easement roads as shown herein shall be the obligation of the Lake Cushman Maintenance Co.; Subject to the standards for maintenance of such easements as are established by Lake Cushman Maintenance Co.

EASEMENT PROVISIONS

1. DRAINAGE AND UTILITIES

The Lake Cushman Co. reserves unto itself, its successors and assigns, an easement 5 feet in width parallel to all lot lines for purposes of drainage and utilities.

2. GENERAL ACCESS

An easement is hereby reserved for and granted to the City of Tacoma, Lake Cushman Co., and its lessees and their guests, for purposes of ingress and egress, over and across all existing roads in this plat, including but not limited to those easement roads shown on the face of the plat.

NOTE:

City of Tacoma has reserved right of entry upon and across the upper limits of a 10 ft. lateral strip upland of and parallel with the 742 ft. contour line per lease recorded under Mason County Auditor's fee No. 217622 no fills or permanent structures may be placed within this strip without prior written approval of the City of Tacoma."