

## Association Covenants

### DECLARATION OF PROTECTIVE COVENANTS FOR SHORECREST BEACH CLUB, INC. MASON COUNTY, WASHINGTON

#### Exhibit "A"

"KNOW ALL MEN BY THESE PRESENTS: That CARL T, MADSEN and KATBLEEN M. MADSEN, husband and wife, contract purchasers and developers of property in Mason County, Washington, known as Shorecrest, and NORMAN E. IMPETT, an unmarried man, as owner and contract sell of said real property, do hereby publish and declare the following covenants and restrictions shall apply to said Shorecrest property, and to all present and future additions thereof, and that said covenants and restrictions shall run with the land and effect all of said property and the subsequent owners, purchasers and occupants thereof

#### Section A

##### DECLARATION OF INTENT

1. The undersigned hereby certify and declare that there is hereby established a general plan for the development, improvement, maintenance and protection of the real property embraced within the above described property, as per plat thereof recorded in the office of the Auditor of Mason County, Washington.
2. The following covenants are imposed pursuant to a general plan for the benefit of all said real property, and each and every building site therein. They are designed for the mutual benefit of the building sites in said tract, and shall pertain to and pass to each and every building site therein, and shall bind all persons together with their representative successors in interest, who may at any time, and from time to time, own said property.

#### Section B

##### PROHIBITED AND PERMITTED USES

1. All property described above shall be used solely and exclusively for private, one family residences, with appurtenant garages. A building site shall consist of not less than one lot with a minimum area of 7200 square feet, and no lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites.
2. No animals, livestock or poultry of any kind other than pets shall be kept or maintained on any part of said property. Dogs, cats and horses or ponies may be kept upon said property provided that they are not kept, bred or maintained for any commercial use or purpose.
3. All structures shall be complete as to external appearances, including finished painting or other suitable finish, within one year from the date of commencement of construction.
4. No residence shall be placed on any lot closer than thirty (30) feet to the shoreline and closer than five (5) feet to any property line.
5. No fences, hedges or similar structures for the purpose of dividing or enclosing property shall be constructed, planted or maintained closer to the water than the shoreline.
6. No residence shall be erected on any lot with any of said additions having less than 600 square feet of floor space, nor shall any house trailer be placed permanently upon any lot.
7. No offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said real property, and each lot therein, may be waived,

abandoned and terminated, modified, altered or changed as to the whole of said real property or any portion thereof with the written consent of a majority of the owners of the various lots within all additions of Shorecrest, with each owner entitled to one vote per lot owned in determining such majority. The owners - developers herein retain the right to one vote per lot remaining unsold, provided that the vote for lots sold on contract shall belong to the contract purchaser if not in default under the contract.

No waiver, abandonment, termination, modification, alteration or change as above authorized shall become effective Until reduced to writing, signed by a majority of the owners and recorded with the Mason County Auditor.

IN WITNESS WHEREOF, the undersigned as the developers and as the owner of the property subject to the foregoing covenants and restrictions, hereby execute this Declaration of Protective Covenants this 14th day of July, 1965.

DEDICATION:

"KNOW ALL MEN BY THESE PRESENTS That Carl T. and Kathleen M. Madsen. husband and wife, contract purchasers and, Norman E. Impett, a widower owners in fee simple of the land hereby platted hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all the streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are originally graded.

IN WITNESS WHEREOF we have set our hands and seals this 30th day of July, 1964."

"By-Laws of Shorecrest Water Company, Inc. and Shorecrest Beach Club, Inc., including other provisions and providing a method of collecting assessments to meet the costs, charges and expenses maintaining certain improvements, providing that said assessments shall become a lien against the real property and shall be subject to foreclosure, and providing that in the event of foreclosure proceedings, the property owner agrees to pay, in addition to the costs incurred in Such proceedings, an attorneys' fee as may be adjudged reasonable, and providing further that this agreement shall be binding upon each shareholder's successor in interest, his heirs or assigns, and the covenants shall run with the title to the land, reference to said Instruments being made for a more particular statement of same "

Last Updated ( Tuesday, 14 August 2007 )