



COTTAGE LAKE BEACH CLUB

Protective covenants contained in instrument dated May 6, 1966, and recorded June 22, 1966, under Auditor's File No. 6045732, executed by Osberg Construction Company and Martha E. Wick, as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes except Tract A. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, except Lots 12 and 13, Block 5, which may be used for trailers until June 30, 1971 and except Lot 24, Block 4, which may be used for a sales office for two years from the date of the recording.
3. All buildings shall have concrete foundations. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1000 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Campers, trailers or boats may be kept in rear yards or interior side yards only.
5. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9600 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Restricted clearing areas are shown on the face of the plat. Within these areas only clearing to establish fences and utilities shall be permitted.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood. All individual power and telephone connections shall be underground only.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except as specified in paragraph 2. No exterior clothes lines shall be permitted on any lot.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for

ISSUE #1

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 10 (p. 1): Protected Political/Real-Estate Signage, Flag, or Religious Display Restriction: Clause bans all yard signs without a statutory political/election sign carve-out or restricts protected U.S./military flags or religious displays under WA and federal law.

Statutory / Legal Reference: 4 U.S.C. § 5 Note (Freedom to Display the American Flag Act of 2005) & RCW Ch. 64.90 (WUCIOA), RCW Ch. 64.38 (HOA Act) & WAC 308-124C (WA DOL Association Management Rules)

Statutory Comparison: Under RCW 64.38.028, 64.38.034; 4 U.S.C. § 5, associations may not prohibit the display of the United States flag (4 U.S.C. § 5) or enforce blanket bans on residential yard signs that fail to carve out statutorily protected political election signs, religious door displays, or owner "For Sale/For Lease" signs where preempted by WA statute.

CURRENT WORDING IN DOCUMENT:

No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Amend Section 10 to carve out statutorily protected political signs during election periods, U.S./State/Military flags under 4 U.S.C. § 5, and religious displays in accordance with RCW 64.38.028, 64.38.034; 4 U.S.C. § 5.