

File #218782

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF TIMBERLAKE NO. 1, SECTIONS 17 AND 18, TWP, 20 N, R2W, WN. MASON COUNTY, WASHINGTON

TIMBERLAKE, INC., a Washington corporation, in order to provide for the uniform development of that certain real estate described as Timberlake No. 1, as recorded in Vol. Six of Plats, page 50-54 records of Mason County, Washington, do hereby set out covenants, conditions, reservations and restrictions which shall be applicable to the above-described land.

1. All lots and improvements shall be used for residential purposes and uses incidental thereto only. No tenancy by a third person shall relieve the owner from full responsibility for performance of these covenants and the payment of monthly charges hereinafter mentioned.

2. No lot shall be further divided where the resultant lots shall be less than 7,000 square feet in area, and no structures shall be permitted on any lot except single-family dwellings.

3. On any waterfront lots there shall be a minimum of 50 feet between any structure and the lake shore. No docks or floats with walkways shall extend more than 30 feet into the lake, except that on Lots 37 through 48, inclusive, there shall be no docks or floats of any kind whatsoever extending from the shore line. No earth or gravel fills shall extend beyond the existing shore line.

4. No fences, hedges or boundary walls shall be planted or constructed more than six (6) feet in height so as to obstruct the view of any lot owner toward the lake, and all residences shall be so located with the approval of the grantor or of the Control Committee so as to interfere as little as possible with such view.

5. 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 individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements and standards of the Thurston-Mason County Health District and approval of such system as installed shall be obtained from such authority.

6. Sewage systems will be located a minimum of 75 feet back from the lake high water line or as otherwise approved by Thurston-Mason County Health Department.

7. 1000 gallon, 2 compartment septic tanks, with a minimum of 100 linear feet of drainfield will be required for all waterfront lots.

8. 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.

9. A State Health Department approved water system will be installed for the use and benefit of said properties when 150 individual lots or tracts are sold.

10. The anticipated water rates, future ownership and maintenance responsibility will be under

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the control and jurisdiction of Timberlake Community Club, Inc., a Washington non-profit corporation, which corporation will be the owner of said water system, and to which corporation each lot owner is a member.

11. There will be certain designated properties to be called "common" properties for the use and benefit of all of the lot owners within the above-mentioned plat and for the use and benefit of other owners of property to be developed adjacent to the above-mentioned plat, all of which common properties, together with the water system will be owned by Timberlake Community Club, Inc., a Washington non-profit corporation, and the said common property shall be under their jurisdiction as to the use and enjoyment thereof, together with the maintenance and repair.

12. No power or outboard motor boats shall be permitted on the lake at any time.

13. All lot owners shall have year-round fishing privileges, but catch limits shall be in accordance with the laws of the State of Washington.

14. No hunting shall be permitted in any area at any time.

15. The grantor reserves to itself and to its successors an easement five feet in width, parallel with and adjacent to all lot lines for purposes of utilities and drainage. In performing any work on said easements, neither grantor nor successors shall damage any improvements without paying fair compensation therefore, and shall cause as little disturbance to the lot owners as possible.

16. All roads as delineated on the face of the plat pursuant to the dedication thereof have been dedicated to the public, more specifically as set out in the dedication of said plat as on file at the office of the County Auditor of said county, or its successor shall have the right to make all necessary slopes or cuts and fills upon any of the lots or tracts shown on the plat and the reasonable original grading of all of the streets or roads shown thereon. Said county also has 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.

17. Any structure built on any lot shall be completed to the extent of completion and painting of the exterior walls and roof, including windows and exterior doors within one year of the commencement of construction. No structure of a temporary character shall be used as dwellings, such as trailers, basements, tents, shacks, garages, or other outbuildings except during the period of construction. All buildings shall have a minimum floor area of 600 square feet.

18. The grantor reserves to itself and to its successors all oil, gas, and mineral rights in the area.

19. 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 owning or having an interest in any of the above-described lands.

20. 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 therefore, and may be brought by any lot owner damaged.

21. Timberlake, Inc., a Washington corporation, reserves the exclusive right to perfect any and all resale of any lot subsequent to the original sale as made by said corporation for a period of ten years from the date hereof. All lot sales shall be listed with the real estate broker as designated by the corporation; in

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the event such broker cannot perfect a sale upon the terms and conditions as said lot owner shall prescribe within one hundred twenty (120) days after the date of the listing agreement, then and in that event the lot owner may perfect a sale thereof by himself or through any other broker or brokers, free and clear of any sales right of the designated broker. The commission to be paid to the designated broker for perfecting such sale shall not exceed ten (10%) per cent of the selling price. This is an exclusive sales right reserved to Timberlake, Inc., its successors and assigns, and in the event any lot is sold by the owner or others without compliance with the above provision for sale, such owner or owners shall nevertheless pay to a designated broker a commission of ten (10%) per cent of the selling price.

22. 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.

IN WITNESS WHEREOF the undersigned have affixed their signatures this 21st day of May, 1966.

TIMBERLAKE, INC., a Washington Corporation

original signature is filed with
Mason County Auditor

By: _____
President

original signature is filed with
Mason County Auditor

Secretary

STATE OF WASHINGTON)
 :SS
COUNTY OF SNOHOMISH)

On this 21st day of May, 1966, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ARTHUR ANDERSON and S. P. PUTNAM, to me known to be the President and the Secretary, respectively, of TIMBERLAKE, INC., the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal thereto affixed the day and year in this certificate above written.

original signature is filed with
Mason County Auditor

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