

File #238416

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF TIMBERLAKE NO. 10, SECTION TOWNSHIP N.E. E.W.M. MASON COUNTY, WASHINGTON

TIMBERLAKE, INC., a Washington corporation, in order to provide for the uniform development of that certain real estate described as Plat of Timberlake No. 10, do hereby set out covenants, restrictions and reservations, 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 7200 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 20 feet into the lake. No earth or gravel fills shall extend beyond existing shoreline.

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 100 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 1200 linear feet of drainfield will be required for all waterfront lots, or as otherwise required by Thurston-Mason County Health Department.

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. The anticipated water rates, future ownership and maintenance responsibility of the water system will be under 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 of which corporation each lot owner is a member.

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10. 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 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.

11. No power or outboard motor boats shall be permitted on "Little Timberlake" which is described as Lot 1, Plat of Timberlake No. 1, and Lot 1, Plat of Timberlake No. 2. Power and outboard motor boats are permitted on "Big Timberlake" a portion of which is described as Lot 1, Plat of Timberlake No. 5, but such use of power and outboard motor boats will be subject to the rules and regulations as promulgated by the Board of Trustees of Timberlake Community Club, Inc.

12. Fishing is permitted in both "Little Timberlake" and "Big Timberlake" but subject to the game and fishing laws of the State of Washington with reference to catch, limits, seasons and licenses.

13. No hunting shall be permitted in the area at any time.

14. The Grantor reserves to itself and to its successors and easement five feet in width on side and rear lot lines and a ten foot easement on front lot lines, of all lots within said plat, for construction, drainage and utilities; provided said easement shall be ten feet in width where not bordered by another lot. In addition, all lots abutting waterfront are subject to an easement ten feet in width parallel with, adjacent to and upland from the lot line of ordinary high water, which said easement shall be for the purpose of installation and maintenance of utilities. In performing any work on said easements for the installation and/or maintenance of utilities, the grantors, successors and assigns, or agents, shall not be liable for damage to any improvements on or over said easement areas except as to other utilities previously installed therein. Set back from property lines for construction of buildings shall conform to the Mason County Code and reference thereto.

15. 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 in 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.

16. Any structure built on any lot shall be completed to the extent of completion any 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 dwellings shall have a floor area in a minimum amount of 20' x 24' plus a deck area in a minimum amount of 120 square feet. Mobile homes shall conform to the above-mentioned minimum floor area and minimum deck area and prior to the placement of the mobile home upon any lot, the same shall first have the approval of the Trustees of Timberlake Community Club, Inc., a non-profit corporation.

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

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18. 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 owing or having any interest in any of the above-described lands.

19. 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 lot owner damaged.

20. Timberlake, Inc., a Washington corporation, reserves the exclusive right to perfect any and all resales 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 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 throughn 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 perfection 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.

21. 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 the 17th day of October, 1968.

TIMBERLAKE, INC., a Washington Corporation

original signature is filed with
Mason County Auditor

By: _____
President

original signature is filed with
Mason County Auditor

By: _____
Secretary