

## **File # 239313**

### **COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF TIMBERLAKE NO. 11, SECTIONS 17 & 18, TOWNSHIP 20 NORTH, RANGE 2 W.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. 11, do hereby set out covenants, restrictions and reservations, which shall be applicable to the above-described land.

1. In accordance with the Mason County Commissioners' "policy on acceptance on plats", no lots in this plat have been approved for sewage disposal by individual septic tank systems by the Thurston-Mason County Health District as of the date of these restrictive covenants. Lots shall be used exclusively for camping and self-contained trailers. No building or structure will be permitted to be constructed on individually owned lots except carports and/or garages. A central sanitary and shower facility and central water supply will be constructed within or adjacent to said plat to serve all of the lots in this plat. Such central facility shall be for the benefit of all lot owners within the said plat. No water supply will be constructed to individual lots. The above covenants will be in effect and shall remain until such time that the plat is served by a sanitary sewer system to individual lots or other means of sewage disposal as approved and permitted by the county and state health agencies.

2. No lot shall be used or maintained as a dumping ground for rubbish.

3. 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.

4. 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.

5. 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 said common property shall be under their jurisdiction as to the use and enjoyment thereof, together with the maintenance and repair.

6. 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.

7. 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 fishing licenses.

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

8. No lot shall be further divided where the resultant lot shall be less than 7,200 square feet in area.

9. The Grantor reserves to itself and to its successors an easement of 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, 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.

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11. 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.

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

13. 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.

14. 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.

15. Timberlake, Inc., a Washington corporation, reserves the exclusive right to perfect 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 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%) 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.

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<sup>1</sup>\*\* Please note that due to an error in counting originally, there is no #10.

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16. 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 \_\_\_\_\_ day of November, 1968.

TIMBERLAKE, INC., a Washington Corporation

original signature is filed with  
Mason County Auditor

BY: \_\_\_\_\_  
ARTHUR B. ANDERSON, President

original signature is filed with  
Mason County Auditor

\_\_\_\_\_  
S. P. PUTNAM, Secretary