

File #226012

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF TIMBERLAKE NO. 3, SECTIONS 17 AND 18, TWP 20 20 N.R. 2 W, WM 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. 3, do hereby set out covenants, conditions, 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 7,000 square feet in area, except where contract or deed of conveyance provides a larger square footage area, in which event the provision of the contract or deed shall control. No structures shall be permitted on any lot except single-family dwellings.

3. On any waterfront lots abutting the lake (Lot 1-Timberlake), there shall be a minimum of fifty (50) feet between any structures and the lake shore line. No docks or floats with walkways shall extend more than thirty (30) feet into the lake. 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 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 designated, 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, septic tanks and drain fields 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 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 75% of the individual lots or tracts are sold.

10. Anticipated water rates, future ownership and maintenance responsibility will be under the

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

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

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

14. The grantor reserves to itself and to its successors an easement of five feet 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. In addition, all lots abutting Lot 1 (Timberlake) are subject to an easement of ten feet in width parallel with, adjacent to and upland from the lot line of ordinary high water of said Lot 1, 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 plattors, 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.

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, the 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.

16. 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 dwellings shall have a minimum floor area of 600 square feet.

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

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 owning 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.

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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 and 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 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.

22. Lots 71, 82, 93, 102 and 111 shall be used only for the purposes of ingress and egress to the lake (Timberlake) and for recreational purposes. Such recreational use shall not interfere with or restrict ingress and egress to the lake. No structure of any description shall be permitted thereon.

23. All residences shall be so constructed on the lot so as not to obstruct the view of Timberlake of adjacent lot owners where the lot size and location reasonably permits. In the event lot owners have a dispute or difference with reference thereto, such dispute shall be submitted to the trustees of the Timberlake Club, Inc., a Washington non-profit corporation, for arbitration and their decision shall be final and binding upon the parties. The trustees shall submit their decision within thirty (30) days after receipt of notice in writing of such dispute.

IN WITNESS WHEREOF the undersigned have affixed their signatures this 9th day of May, 1967.

TIMBERLAKE, INC., a Washington corporation

original signature is filed with
Mason County Auditor

By: _____
President

original signature is filed with
Mason County Auditor

Secretary