



After Recording Return To:
 Timberlake Community Club
 2880 East Timberlake West Drive
 Shelton, Washington 98584-7936

DOCUMENT TITLE:	Timberlake Community Club Rules Compliance System
REFERENCE NUMBERS OF RELATED DOCUMENTS:	N/A
GRANTORS:	TIMBERLAKE COMMUNITY CLUB
GRANTEES:	Public-residents of the Timberlake Community
LEGAL DESCRIPTION:	Timberlake Divisions 1 – 13
ASSESSOR'S PROPERTY TAX PARCEL NO.	Division 1 – 20018-50-00001 thru 22018-50-09162 Division 2 – 22017-50-00001 thru 22017-50-00908 Division 3 – 22018-51-00001 thru 22018-51-00902 Division 4 – 22018-52-00001 thru 22018-52-00061 Division 5 – 22018-53-00001 thru 22018-53-00903 Division 6 – 22018-54-00001 thru 22018-54-00088 Division 7 – 22017-50-00001 thru 22017-50-00104 Division 8 – 22007-51-00001 thru 22007-51-90933 Division 9 – 22017-51-00001 thru 22017-51-00169 Division 10 – 22017-52-00001 thru 22017-52-00088 Division 11 – 22017-53-00001 thru 22017-53-00900 Division 12 – 22018-55-00001 thru 22018-55-00018 Division 13 – 22008-50-00001 thru 22008-50-00900

RESOLUTION 08-01

(This Resolution supersedes Resolution 07-01)

I. GENERAL AUTHORITY

1.1. Timberlake Community Club has the authority to enforce protective covenants and other rules that apply to the Timberlake development. Timberlake Community Club also has the authorities specified in the Washington State Homeowners' Association Act at RCW ch. 64.38, and the Washington State Nonprofit Corporation Act, RCW ch. 24.03.

1.2 Rules that apply to the Timberlake development are provided for and contained with the applicable Timberlake Community Club Covenants, Articles of Incorporation, Bylaws, and other rules and regulations that have been adopted. These are called collectively the Timberlake Community Club “rules”. It is the responsibility of each member to understand and abide by these rules. Timberlake Community Club rules are available in the office and online at timberlakeecc.com. Examples are that each lot at Timberlake can only be used for one single family residence, that there are required setbacks from lot lines, that there are limits on using Timberlake lots as rental units and that lots must be maintained in a neat and orderly condition. Another example is that only members in good standing, as defined in the Bylaws, may apply for a Project Permit Approval.

1.3 Timberlake is a residential community, and no business or commercial enterprises are allowed that have an effect on the neighborhood and development in general. “Effect on the neighborhood” means additional traffic, signs, material storage or business or commercial vehicle parking, noise, or any other effect on sensory impressions. Some business uses that are directly associated with a residential community, such as babysitting or telecommuting, are allowed. Members are encouraged to ask the Board for guidance before commencing non-residential uses that may have an effect on the neighborhood.

1.4 All projects and activities undertaken within Timberlake are subject to federal, state, and Mason County requirements, including but not limited to County planning, zoning, and health department requirements. All Timberlake Community Club permits are conditioned on compliance with all federal, state, and local requirements, and maintaining current compliance. If an initial project is out of compliance with any of these requirements, any Timberlake Community Club permit is void as of the date of issuance, pending compliance. If any project becomes out of compliance, the Timberlake Community Club permit is void as of the first date of noncompliance.

1.5 Members should take into consideration that many Timberlake Community Club rules, especially covenants, cannot be varied from. This means that if Mason County permits a 10-foot setback from the County road boundary, and Timberlake Community Club covenants specify a 20-foot setback, the setback will have to be at least 20 feet.

1.6 Each member is responsible for any and all actions of his or her family members, social or business guests, and tenants, when such actions involve in any way property or activities within the jurisdiction of Timberlake and/or violations of any Timberlake Community Club rules. Landlords are specifically responsible for all actions of their tenants, and all property conditions caused by their tenants (see Rental Resolution Policy). Members are responsible for controlling behavior and conditions and payment of any resulting fines and other related fees and charges.

1.7 The system for compliance with Timberlake rules that is adopted by this Resolution is in addition to all other available remedies for property condition and activity violations. If the Board determines, at any time during the process, or before it begins, that an emergency exists; or that the member involved would not likely cooperate with the system established

herein, and the use of the system would probably only cause delay in resolution of the problem; it may choose to seek an immediate injunction and/or any other available remedy.

II PROJECT PERMIT APPROVAL

2.1 General. The Timberlake Board of Directors shall appoint an Operations Manager who is responsible for approving applications made by members in good standing for permission to undertake projects at Timberlake. “Projects” are activities that will change the conditions on a Timberlake lot, including pre-construction and construction work, and other activities.

2.2 Projects that require permits. Projects that require permits from Timberlake Community Club before commencing work include those that involve placement or construction of, or additions or changes to, residences, garages, carports, sheds, fences, decks, and modular and manufactured homes, where allowed; clearing, grading, filling, excavating, and generally changing the surface contour of a lot, especially where the result may be changes in drainage patterns that will affect other properties, tree cutting of any evergreen trees in excess of 6 inches at any circumference, or more than one-third of the trees on any lot; and digging percolation test holes, and installation of septic systems, including drain fields. Any percolation test holes that were dug must be filled in within sixty (60) days. Each hole that is not filled in within the 60 day time period will be subject to the penalties outlined in III. Violations – Penalties and Requirements.

2.3 Current Projects Only. Timberlake project approval permits are not available if the member has the present intention to have the specified work done, but not to follow-up with further construction. Permits will only be granted for activities that are needed for construction when the construction is also planned within the reasonably near future.

2.4 Application for Timberlake Permit. Only current owners in good standing may apply. An application must include the following:

- a. fee, as specified;
- b. completed application form, as discussed below; and
- c. copies of all issued Mason County permits about the project, clearly showing the permit numbers.

2.5 Application Approval. Each project that is approved is only approved as the project is submitted. If any changes are made that will make a significant difference in the project, in the sole discretion of Timberlake Community Club, a further application must be submitted reflecting the changes. Approvals are valid for one year only. This means that the project must be started, and the external appearance of the project completed within one year of approval. Approvals are not transferable to subsequent owners. It is anticipated that a subsequent owner will receive approval for an already-approved project, but at the time of

reapplication, the project will be considered for compliance with the original approval, as well as all Timberlake rules.

No work may be done on a project until approval is granted.

A copy of all Timberlake permits that apply to a project, along with any permits required to be posted by Mason County, must be posted in plain view on the project site prior to beginning the project.

2.6 Pre-Approval. Applicants will be required to provide proof of compliance with all federal, state and local permitting agencies with jurisdiction, where applicable. All new residential construction requires a Water Adequacy Permit.

2.7 Contractors. The owner/applicant agrees to inform the prime contractor, and any other contractors who have job site authority at any time, of the Timberlake Community Club rules as they apply to the project. The owner/applicant also agrees to ask for, and receive, the promise of any contractors that they will abide by the Timberlake Community Club rules, and in particular that if a Stop Work order is posted at the project site, or otherwise communicated to the owner/applicant and/or contractor, it will be respected. Failure to comply with a Stop Work order will carry consequences for the owner/applicant as specified herein, and in other related Timberlake Community Club rules; consequences for the contractor include all available remedies at law, as well as a prohibition for up to five years against the approval of any project permit applications for any work to be done in Timberlake involving the contractor.

2.8 Application Form. Timberlake Community Club will provide an application form upon request. Forms are also available online at timberlakeecc.com. Along with this form an owner/applicant must submit the following:

- a. application and payment for a Water Adequacy
- b. building plans, showing foundation, floor and roof plans, and exterior elevations for all structures (Attachment A);
- c. a copy of all Mason County permit approvals, including for septic systems and, where applicable, regarding projects in proximity to water or other “critical areas” in the County, specifically showing permit approval numbers and other identifying criteria (Attachment B).
- d. a plot plan showing locations of all grading, excavating, clearing and tree-cutting activities; placement of the septic system, including all components; and drainage patterns before and after project completion (Attachment C).
- e. a plot plan showing the location of all structures and other changes to the lot, including residences, garages and carports, sheds, fences and so on (Attachment D).

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- f. a list of all primary contractors, including names, telephone numbers (include cell numbers), addresses, and at least one alternate contact for each (Attachment E).
 - g. a signed "Project Permit Application Process" form, including a signed representation that they have read and understood the form, they agree to all of the terms as stated therein, and they promise to respect and follow all Timberlake Community Club rules as they apply to their project (Attachment F).
 - h. the applicable fee payment for the permit.

In addition, the owner/applicant shall stake the outlines of any structures, and string the lot lines prior to submission of the application, so that the same may be considered together with the application. If any substantial doubts exist as to setbacks or locations, Timberlake may require a recorded survey of the areas in question prior to approval. Locate services must be consulted when appropriate.

2.9 Appeal. If an owner/applicant believes that any of these rules should not apply to a project, or the decision of the Operations Manager regarding the same is therefore wrong, he or she may appeal the same to the Board of Directors. Appeals must be in writing and received in the office no more than 10 days after the action complained of. The owner/applicant must not proceed with the project pending appeal unless authorized in writing by the Board of Directors to do so.

2.10 Failure to Secure Pre-Approval. If an owner/applicant begins a project for which a permit is required without first obtaining approval, he or she shall be fined up to \$1000 for failure to secure a permit.

2.11 Other Sanctions. If an owner/applicant violates any Timberlake Community Club rule having to do with projects, all issues about whether a violation has been committed, fines, remediation, restitution, appeals and all related matters will be addressed pursuant to the violation provisions below.

2.12 Declarations of Non Compliance. In addition, for any violation, Timberlake Community Club may, at its option, record with the Mason County Auditor a "Declaration of Non Compliance" describing the circumstances as they reasonably appear to the Association at the time of recordation.

III. VIOLATIONS – PENALTIES AND REQUIREMENTS

3.1 Violations. Notification of noncompliance will be by letter. 15 days after the date of the letter if the covenant violation isn't cleared, the Board of Directors, either directly or by its President or other designee, may assess a fine of up to \$1000. Fines may be imposed only

once for any one violation and may not be imposed on a daily or other recurring basis unless specified. New fines may be imposed for additional or changed violations, for example, if a fine has been imposed for allowing four inoperable vehicles, no more fines can be imposed for the same four vehicles, but if one is removed and another placed on the lot, a further fine can be imposed for the additional new vehicle. Letters notifying the member of fines assessed against the property will be sent by both certified and regular mail.

3.2 Basis for Determining Amount of Fine. The amount of any fine shall be fair and reasonable under all of the circumstances, and may take into account the scope of the violation, its effect on the community, the difficulty of remedying the violation, any excuse or explanation, the degree of culpability, the cooperation of the violator after discovery, the need to deter other such violations, and any other relevant factors.

3.3 Corrective Action. In addition to a fine, the Board may impose requirements for corrective action and additional permit conditions, and/or stop work orders. These requirements shall be as needed to bring the member into compliance, and may take into account those factors specified in section 3.2 above.

3.4 Stop Work Order Violations. If actions are taken after a stop work order is posted on the property, or communicated to the member responsible, an additional fine of up to \$500 per day of violation shall be assessed. In addition, any contractor or subcontractor continuing to work after notice of a stop work order may be barred from working as such in Timberlake for a period of up to five years.

3.5 Restitution. A member may also be required to pay an amount equal to the costs of responding to the violation, including restitution for work performed, and reasonable costs associated with the Association's response, including but not limited to lien and recording fees and attorney fees and costs as specified in the Bylaws.

3.6 Access to water to the property can be locked out prior to pursuing legal alternatives. The fee for locking out the water will be assessed against the property.

IV. INVESTIGATION AND RESOLUTION – STEPS

4.1 Complaint. A member's written complaint of violation of Association rules by another member must be submitted to the Board. The complaint may be of a violation of a specific rule from a resolution, or of any other Timberlake Community Club covenant, rule, or regulation.

4.2 Initial Investigation. The Board will then appoint an investigator to look into the matter, either a director or any other member, but not the President of the Board. The investigation can include, but is not limited to, a site visit, talks with the responsible owner and other persons with knowledge, and consideration of other evidence. The investigation will be fair and reasonable, so that an unbiased member would be satisfied if he or she were the member investigated. The investigator shall begin with an open mind, and treat all members and others with respect and shall be concluded as quickly as reasonably possible.

4.3 **Initial Determination.** The investigator shall make an initial determination, and communicate that determination to the President of the Board. If the investigator and the President decide not to continue the matter, this will be communicated to the member and the complainant. If they determine that the complaint should be further considered, the investigator will proceed as set forth below.

4.4 **Negotiation.** If the complaint is to be further considered, the investigator shall try to reach an agreement with the member. He or she shall attempt to work out a solution with the member that is reasonable and fair, and protects the rights of the entire membership, while giving the responsible member a reasonable opportunity to resolve the problem. If an agreement can be reached, it shall be reduced in writing and proposed to the Board for approval. If the Board approves, the parties shall sign the agreement.

4.5 **Board Determination.** If no agreement is possible, the President of the Board shall take the same steps to try to negotiate the matter. If this is not successful, the President shall determine a response to the complaint. This response shall be mailed to the member by both regular and certified mail. It shall also include instructions telling the member how to appeal the determination of the President to the full Board.

V. BOARD HEARINGS – GENERAL

5.1 The member may either accept the decision of the President of the Board and comply with its terms, or ask for a hearing about the matter. If a member wants a hearing, he or she must make a request within ten days of the date of the notice is mailed, by orally, or in writing, notifying the President of the Board of his or her desire to have a hearing. If a hearing is requested, the matter shall then be referred to the Board for action. If the member does not appeal the decision, it becomes final after the time for appeal ends.

5.2 The member shall be notified of the time and place of the Board hearing. The Board shall use reasonable efforts to arrange a meeting that the member can appear at. The member may be granted one continuance request upon good cause shown. At the Board hearing, the member, the Association and any other interested members shall be given a fair opportunity to explain the circumstances and recommend a result. All hearings procedures shall be reasonable and fair to all concerned.

5.3 The Board shall attempt to arrive at an agreed solution to the issues presented, while protecting the interests of the general membership; it may not at any time agree to or determine any result that is inconsistent with the Timberlake Community Club Covenants or controlling law.

5.4 If no agreement is possible, the Board shall first determine whether a violation has occurred. If a violation has occurred, it shall take appropriate action as specified above. The Board shall provide for a clear conclusion, specifying the rules violated and the fines and/or requirements imposed. It may also include reasons for its decisions. If the Board does not

reach a result at the hearing, it shall do so within 10 days after. It shall notify the member in writing as soon as it reaches its decision.

VI. ENFORCEMENT

6.1 **Failure to Comply.** If a member fails to comply with a Board decision or agreement arrived at pursuant to the provisions of this Resolution, the Board may institute any and all available proceedings, both legal and equitable, to require that he or she do so.

6.2 **Fees and Costs.** Any fees or costs to remediate violations, including attorney fees, and all other costs reasonably expended, of any nature whatsoever, in support of the proceedings, shall be paid by the member to the Association. This applies whether the Association proceeds pursuant to the system established pursuant to this Resolution, or whether it proceeds pursuant to any other available legal or equitable remedy; it also applies when the Board responds to any proceeding brought by anyone else.

6.3 **Liens and Lien Foreclosure.** Any amounts due the Association pursuant to this Resolution, including fees and costs as set forth above, shall constitute a lien against the member's property or properties, the same as Association liens for nonpayment of dues and assessments; all as specified in the Bylaws. The Board may file and, if necessary in its judgment, foreclose such liens in the same manner; and it may also ask the Court for injunctive relief, requiring that the member comply with the applicable rules and regulations as well as the orders of the Board. In the event that the Board is required to seek judicial relief, the Court shall award to the association, in addition to any other judgment, its fees and costs as set forth above. The provisions of this Resolution are in addition to, and not in replacement of, any and all other remedies available to the Board for the violation of any of its rules and regulations of any nature.

VII. LOT CONDITION AND ACTIVITY RULES

The following are rules that apply to specific circumstances. A rule may not be varied from unless specified in the rule itself, or until the rule is properly changed.

7.1 **General.** All members shall maintain their lots in a reasonably clean and orderly condition, and in good repair. The appearance of lots and structures shall be consistent with the general Timberlake neighborhood. This applies to the exterior surfaces of all structures, and to anything else located on the lot as well, including but not limited to, all vehicles, boats, recreational vehicles, and anything else either stored or parked on the lot; tents; weeds; roofs; gutters; paint; building materials; and anything else located on the lot. The intent of this rule is to protect property values and the appearance of Timberlake neighborhoods by setting standards for the exterior visual impact of Timberlake lots.

No noxious or offensive activity shall be carried out on upon said lot, nor anything done or maintained thereon which may become an annoyance and nuisance to the neighborhood.

Storage on Lots. Lots are intended for residential and/or recreational use and shall not be used for simple storage.

7.2 **Acts of Nature.** Destruction/debris caused by Acts of Nature must be cleaned up and any damage repaired within 6 months of the date of the occurrence.

7.3 **Garbage, etc.** Members may not store rubbish, garbage, trash or solid waste on their lots, except in sturdy, waterproof, animal-proof containers with tight fitting lids and only when consistent with the exterior visual impact standards set out in 7.1 above. Members have 30 days to remove slash and debris from logging, land clearing, excavating, filling and/or grading work. Construction sites must be generally picked up at the end of each day, and debris must be removed at least weekly.

7.4 **Clearing and Grading.** Clearing, grading, excavating and filling activities must meet all federal, state, local and Timberlake requirements especially where the result could be changes in drainage patterns that would affect other properties. Plans submitted for project approval must address both temporary and permanent plans for minimization of impact from erosion into any lake or stream, and any changes in the flow of surface or subsurface waters that will adversely impact any other property. No grading, excavating or filling is permitted within 50 feet of any lake or stream.

Lots or portions of lots, may not be cleared, graded, excavated, or filled in preparation for speculative future development. Such activities may be permitted as part of the overall project permit application approval for the installation of a septic system, construction of a residence, or other approved activity. These activities, by themselves, unrelated to any other development activity, are prohibited except where specifically permitted to allow recreational use.

7.5 **Dwellings.** For Timberlake purposes a “dwelling is a structure of any nature used as a residence, or where people live, as opposed to temporary camping or vacation stays. Members may only maintain one dwelling on any lot, including recreational vehicles, tents, and other structures. No structure of a temporary character, or any vehicle, may be used as a dwelling except during the period of construction, as provided for above. All dwellings must meet the minimum square foot standards of the covenants that apply. Only one dwelling per lot is permitted.

7.6 **Structures.** A “structure” is anything that is made or manufactured by persons. No structures are permitted within 50 feet of a lake or stream lot line. Recreational structures such as decks, picnic fireplaces, rockeries and so on may be approved on a case by case basis, where the resulting visual impact is consistent with these rules, and the height from grade level is no more than 32 inches.

7.7 **Sheds and other outbuildings.** Sheds, and other outbuildings such as greenhouses, shall conform to the exterior appearance of a residence and other structures on a lot as to architectural design and exterior material and paint color, with exceptions necessary to allow greenhouses to function. Sheds and other outbuildings require project permit approval from

Timberlake. They may be only one story high and there may be no more than two on any lot. They shall not be used for anything other than storage, and shall not be used for living or sleeping quarters.

7.8 Vehicles

a. General. Timberlake is a planned community, subject to covenants and other rules as discussed herein. Members have rights to use their property reasonably but within certain rules that are generally intended to protect property values and the appearance of Timberlake neighborhoods. Timberlake has the responsibility to try to make sure that uses of property meet those goals. One area of particular concern is for use and storage of vehicles. Without restrictions, many members might choose to park many vehicles on their property, so that the lot looks inappropriate in a quality residential neighborhood. On the other hand, too many restrictions on the uses of lots would be unfair to the members, and also no suitable for a rural community. The rules below are an attempt to compromise between the two extremes, while remaining faithful to the obligation of the Board to all members to maintain certain standards for the appearance of lots.

b. Recreational Vehicles. Owners of approved residences may store one recreational vehicle on the lot their residence is located on, or on another lot they own that is immediately adjacent to the lot their residence is located on. Any stored recreational vehicles must be placed to the side of or behind the residence to the extent possible and consistent with the configuration of the lot or lots. A stored recreational vehicle must not be used as a dwelling, and must be capable of being moved. Inoperable or unlicensed or unregistered recreational vehicles may not be stored on a lot at Timberlake. Recreational vehicles may not be stored closer than 50 feet to a lake or stream lot line.

Recreational vehicles may be used by members as temporary vacation dwellings, subject to setback and other rules that apply to dwellings. A recreational vehicle may be placed on your lot for up to six consecutive months, and for not more than 6 months in any 12-month period. Recreational vehicles may not be parked closer than 50 feet to a lake or stream lot line.

All recreational vehicles, either stored or used for vacation purposes, must be maintained to standards consistent with 7.1 above with respect to exterior visual impact.

All recreational vehicles must comply with Mason County permit requirements and other rules and regulations, and provide for effective management of gray and black water. The only exception is for those that rely on the use of built-in holding tanks or portable holding tanks for disposal; these must be regularly emptied off-site. Discharge of gray or black water anywhere in Timberlake, other than through a septic system approved by Mason County, is prohibited. Common areas and rest rooms are not to be used for recreational vehicle sewage disposal.

c. Cars, trucks, ORVs, trailers and boats. All such vehicles must be currently licensed and registered and operable. Vehicles, including but not limited to cars, trucks,

trailers, recreational vehicles and boats placed on Timberlake lots in conjunction with a residence, garage, or other outbuilding must be legally parked in a proper driveway designated for that purpose or placed to the side or behind said structure(s) to the extent possible and consistent with the configuration of the lot or lots.

No derelict or inoperable vehicles shall be kept on any lot or stored for removal of useable or saleable parts. Compliance with the Mason County Board of Health Solid Waste and Bio-solids Handling and Facilities Regulation, and all other applicable rules and regulations, is required. Inoperable/derelict vehicles are defined as follows:

- Any unlicensed vehicle
- Any vehicle with a missing fender, door, hood, engine, glass, etc.
- Any vehicle with missing tires or placed on blocks for more than five (5) consecutive days.
- Any vehicle with brush growing up to the level of the bumper or higher
- Any vehicle that cannot be started when the owner of the lot is asked to do so.

No unlicensed or unregistered or inoperable vehicles may be kept on any lot, except when stored fully within a building. No vehicles may be kept on any lot for the purpose of providing parts for other vehicles.

The operation of any ORV within Timberlake is prohibited. An "ORV" is any vehicle that is illegal to use on the roads of the State of Washington, but does not include scooters for disabled people, wheelchairs and similar devices when operated by a person with a disability, and in a reasonable and safe manner.

7.9 Park Rules.

a. All park hours are 6:00 a.m. to 10:00 p.m. except on the 4th of July and New Year's Eve. The hours on the 4th of July and New Year's eve are 6:00 am to 1:00 am the following day.

b No domestic animals are allowed on any Timberlake Community Club common properties unless otherwise specified.

c. Members, immediate family members, and guests may use the common properties. Members are fully responsible for all actions of their guests.

d. No children under the age of twelve (12) years of age are allowed to swim or enter any waters of Timberlake Community Club without immediate and attentive adult supervision. Parents, or their children over 13 years of age, are responsible for ensuring that they and their guests use common properties safely.

e. No boat tie up is permitted at the Timberlake Community Club launch site except while launching and recovery of boat. Boat tie up is not permitted at Skookum Park or Timber Park Swim Beach. Boats may be tied up for up to 48 hours at the dock near Island Park.

f. Garbage receptacles are provided for park use only. Use of these containers for household garbage is prohibited.

g. Only Timberlake Community Club Members in good standing, their family members and guests may use the lakes, streams and parks within Timberlake Community Club. Timberlake Community Club identification (ID) cards and vehicle decals are required and can be obtained at the Timberlake Community Club Office. Anyone without a valid ID card or vehicle decal will be considered a trespasser and will be removed from Timberlake Community Club common properties.

h. No alcoholic beverages are allowed in any of Timberlake Community Club common areas.

7.10 **Animals.**

a. No horses, cattle, cows, sheep, goats, rabbits, pigs, poultry or fowl of any kind, or any other animals, farm animals or livestock not normally considered domestic pets may be kept, bred or raised in Timberlake Community Club. Household pets such as dogs and cats are acceptable providing they are not allowed to become an annoyance or nuisance to the neighborhood and they are not bred or raised commercially or in unreasonable quantities.

b. No domestic animals are allowed on any Timberlake Community Club common properties unless otherwise specified.

c. All animals without an identification tag will be considered to be strays unless they are legally on the property of the Member/Owner.

d. All animals shall be confined within the boundaries of their residence.

e. Animals must not cause nuisances. Dog feces must not accumulate on property and/or cause offensive odors due to unsanitary conditions.

f. Animals, when accompanied by any person, shall be leashed and under control at all times while off their Member/Owner's property unless otherwise specified.

g. All vicious and/or dangerous animals shall be referred to the Mason County Animal Control Officer for removal from Timberlake Community Club and will not be allowed back in the area.

h. Compliance with Mason County Animal Control Ordinance and the current Timberlake Community Club Animal Control Regulations is required.

7.11 **Fireworks.** Fireworks are not allowed within Timberlake Community Club with the exceptions of July 4 to July 5 and December 31 to January 1. Hours for fireworks on the 4th

of July are 10:00 am, July 4th to 1:00 am July 5th and for New Years Eve from 12:00 midnight on December 31 to 1:00 am on January 1st.

7.12 Hunting and Firearms. No hunting or use of firearms; including pellet guns, bb guns, bow and arrows, etc. shall be permitted within Timberlake and is strictly prohibited.

7.13 Outdoor burning. Outside fires may be built only if permitted by the governing authorities of Mason County Fire District #5 and/or the Department of Natural Resources, whichever is applicable. No burning of household garbage, rubbish or toxic materials is allowed. Burn barrels are not permitted. The requirements contained in the current version of the Mason County Fire Marshall pamphlet, Guidelines for Outdoor Fires in Mason County apply.

7.14 Fences.

- a. All fences require a Timberlake Permit
- b. Fences, walls, or hedges shall not be placed so as to interfere with access to water boxes.
- c. Fences and gates are limited in height to six (6) feet. Heights are to be measured from grade level.
- d. No fences are permitted within twenty-five (25) feet of the lake or stream lot line.
- e. No fences of any kind will be allowed on Mason County right of ways.
- f. Fences must be built and maintained in an orderly fashion and cleaned and/or repaired in a timely manner consistent with the general aesthetics of the community.

7.15 Signs

- a. No organization(s) or person(s) except Timberlake Community Club shall erect or maintain on any part of Timberlake or any lot or building site, any commercial sign, advertisement, or billboard, or other advertising structures of any kind.
- b. An owner may place a “for Sale” sign on their property, and a builder or realtor may place their sign on the property during construction and subsequent offer for sale. A builder or realtor who places a sign must remove said sign within three days after expiration of the controlling listing agreement or sale of said property. Signs are not allowed at any location other than on the lot for sale.
- c. **Political Signs.** Pursuant to RCW 64.38.034 a political yard sign is allowed for two weeks before any primary or general election. The signs can be no larger than 2’ x 2’

and must be maintained in an orderly manner. The signs must be removed the day following the general or primary election. Signs are limited to one per candidate or issue.

7.16 Docks, Floats and Bulkheads. All docks, floats and bulkheads require a Timberlake permit.

a. Due to the presence of aquatic mammals that burrow and nest inside Styrofoam, dock floats must be polyethylene encased foam and fully contained. Styrofoam and wrapped devices are prohibited.

b. Approval must be obtained from Shoreline Management and all applicable agencies of Mason County.

7.17 Greenhouses. Greenhouses are allowed in Timberlake but must adhere to the following rules:

a. No commercial usage is allowed.

b. Not to be used as general storage space.

c. Not to be used as additional living space.

d. Covering material: Glass is preferred and such greenhouses will be considered permanent structures.

e. Walls are limited to 8 feet in height maximum and floor area is limited to 120 square feet maximum

f. Greenhouses must be maintained in an orderly fashion and cleaned and/or repaired in a timely manner consistent with the general aesthetic of the community

7.18 Manufactured and Modular homes. Prefabricated, modular, manufactured and/or mobile homes may be accepted in all divisions except Division #11. No stick built, manufactured, or mobile home older than ten (10) years is permitted to be placed in Timberlake or moved from one lot to another lot within Timberlake. Any declines may be appealed to the Board of Directors within thirty (30) days. The criteria for acceptability, conformance and appearance is as follows:

a. Removal of undercarriage and towing attachments.

b. Placed on a foundation as required by Mason County Building code.

c. Crawl space completely enclosed with material which is compatible with the upper exterior.

d. Must be completed within one year from the issue date of the Timberlake Building permit.

e. Skirting (where applicable) must match décor of home and be installed no later than ninety (90) days after occupancy.

f. Home must meet minimum floor area as designated for each division.

g. Homes must be situated on the lot with the following lot line setbacks: Width of the utility easement stated in division covenants, plus the setback required by Mason County Building Department. Variance forms for the county setback may be obtained from the Mason County Building Department and will be considered on a case-by-case basis.

7.19 **Fertilizer.** The application of fertilizer to lawns and landscaping must meet the requirement of all federal, state and local requirements. Fertilizer may not be applied within 50 feet of any lake or stream.

7.20 **Property Rental Policy.** Please refer to Timberlake Resolution 07-01 – Rental Policy, as well as any later amendments.

7.21 **Lake Safety Rules.** Please refer to the Timberlake Resolution passed on August 8, 2004 as well as any later amendments.

7.22 **Tree Cutting/Lot Clearing.** Lots are not to be cleared and evergreen trees and shrubs are not to be cut, except pursuant to Timberlake permitting processes. Please see Regulation 97-01 for specific rules. However, lots or portions of lots may not be cleared in preparation for speculative future developments. Clearing may occur as part of a permit for installation of a septic system, construction of a residence or other approved activities. Clearing by itself, without approval for related construction or other permitted activities, shall not be permitted.

VIII. NO WAIVER

8.1 Under no circumstances may the investigator, the Board President, the Board, the Hearing Committee, or anyone else acting for the association waive or agree to any violation of any Timberlake Community Club covenants, rules, or regulations, unless clearly allowed by the same. The approach of the association will be to try to resolve any violations by friendly communication and collaboration with the Member. However, the covenants are absolute and cannot be waived. Any waiver by the association would still be subject to the continuing right of each Member to enforcement of the covenants on his or her own behalf. If a particular rule or regulations (not covenant) specifically provides that it may be waived, and under what circumstances, then waiver of that rule or regulation will apply as specified.

8.2 This includes in particular covenant setback requirements. If Mason County permits a setback that is less than the Timberlake Community Club setback as specified by the covenants, then the Timberlake Community Club covenants still apply.

IX. APPLICATION

9.1 The terms of this Resolution apply to all Members who are responsible for the actions of and conditions caused by themselves and their family members, guests, and renters and anyone else for whom they are responsible. In addition, these others are also directly responsible for their own actions, and Timberlake Community Club may take action against them as provided herein directly. Any such person who enters or remains within the Timberlake development agrees to abide by all of the Timberlake Community Club covenants, rules and regulations as discussed above and to be responsible as provided herein if he or she fails to do so.

9.2 The terms of this Resolution apply to all circumstances currently existing at the time of its approval, except when to do so would interfere with existing, vested rights. Existing, vested rights are limited to those matters that are in compliance with all relevant Timberlake Community Club Rules, including project approval rules, as of the time of approval.

9.3 The terms and provisions of this Resolution control over any inconsistent provisions of any Resolutions, regulations, or other rules of the association; they do not control over any inconsistent provisions of the Covenants, Articles of Incorporation and Bylaws.

X. OTHER REMEDIES

The system adopted by this Resolution is in addition to all other available remedies for property condition and activity violations. If the Board determines, at any time during the process, or before it begins, that an emergency exists; or that the Member involved would not likely cooperate with the system established herein, and the use of the system would probably only cause delay in resolution of the problem; it may choose to seek an immediate injunction and/or any other available remedy. Individual Members also have individual rights to enforce Timberlake Community Club covenants.

XI. SEVERABILITY, EFFECTIVE DATE

If any provision of this Resolution is found to be unlawful, the remainder shall not be affected. This Resolution is effective 30 days after notice to the general membership. It does not apply to detract from any vested rights. Vested rights are those rights that are already in place, as defined by Washington law.

This resolution was ratified by the Timberlake Community Club Board of Directors on April 16, 2008. Member comments were accepted from May 1 through May 31, 2008. The resolution becomes effective July 1, 2008.

Clayton E. Long
Clayton E. Long, President

Linda K. Bruder
Linda K. Bruder, Secretary

6-6-08
Date

6-16-08
Date

State of Washington)
) ss
County of Mason)

On this 6th day of June personally appeared Clayton E. Long personally known by me to be the President of Timberlake Community Club, the corporation that executed the within and foregoing Resolution and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute said instrument.

Witness my hand and official seal the day and year first above written.

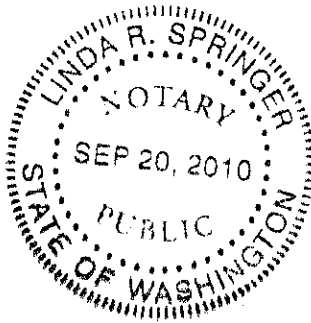


Linda R. Springer
Linda R. Springer
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, residing in Shelton.
My commission expires September 20, 2010

State of Washington)
) ss
County of Mason)

On this 16th day of June personally appeared Linda K. Bruder personally known by me to be the Secretary of Timberlake Community Club, the corporation that executed the within and foregoing Resolution and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, an on oath stated that she was authorized to execute said instrument.

Witness my hand and official seal the day and year first above written.



Linda R. Springer

Linda R. Springer
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, residing in Shelton.
My commission expires September 20, 2010