

After Recording Return To:
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DOCUMENT TITLE:	Timberlake Community Club Resolution 2017- , Rule Violations
REFERENCE NUMBERS OF RELATED DOCUMENTS:	N/A
GRANTOR:	Timberlake Community Club
GRANTEES:	Public
LEGAL DESCRIPTION:	Timberlake Divisions 1 – 13
ASSESSOR'S PROPERTY TAX PARCEL NOS.	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

TIMBERLAKE COMMUNITY CLUB

RESOLUTION NO. 2017 - 01

RULE VIOLATIONS

I. GENERAL AUTHORITY

1.1 Authority. Timberlake Community Club has the authority to enforce its Restrictive Covenants and other Rules that apply to the Timberlake development. Timberlake 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. It is to be harmonized with all provisions of other Rules of Timberlake where possible, and where not possible, the provisions of this Resolution control.

1.2 Rules that Apply. The primary rules that apply to the Timberlake development are provided for and contained within the Declarations of Covenants, Conditions, Reservations and Restrictions. Other Rules are also set out in other governing documents of the Association, such as the Articles of Incorporation, the Bylaws, the Timberlake plats, rules and regulations of the Association, and any other document by which Timberlake has the authority to exercise its powers. The acceptance of an interest in title constitutes an agreement to comply with Association governing documents as they exist now and may be lawfully amended in the future. Each Member is also responsible for any and all actions of his or her family members, guests, and tenants, when such actions involve in any way property or activities within the jurisdiction of Timberlake and/or violations of any Timberlake Rules. This means that Members are responsible for both controlling behavior and conditions, payment of any resulting fines and other related fees and charges, and making sure any necessary corrective action is taken.

It is the responsibility of each Member to understand and abide by these Rules.

1.3 Allowed Uses. Timberlake is a residential community, but camping and recreational uses are also allowed, as are uses incidental to residential uses. No business or commercial enterprises or other non-residential uses are allowed that have an appreciable effect on the neighborhood or development in general. Members are required to ask the Board for guidance before commencing non-residential uses that may have an effect on the neighborhood or development.

1.4 No Variances; Other Rules. Members should take into consideration that many Timberlake Rules, including especially Covenants, cannot be varied from, unless the variance is truly insignificant and unimportant to any significant aspect of administration of the Association. Also, Timberlake Rules are in addition to other rules that may apply. This means, for example, if Mason County permits a certain use, but Timberlake Rules prohibit the use, then the use is prohibited in Timberlake.

1.5 Other Remedies. The system for compliance with Timberlake Rules that is adopted by this Resolution is in addition to all other available remedies available to Timberlake. If the Board determines, at any time during the process set forth herein, or before it begins, that an emergency exists; 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; or for any other reason it deems sufficient in its sole discretion; it may choose to seek an immediate injunction and/or any other available remedy.

II. INVESTIGATION AND RESOLUTION — STEPS

2.1 Complaint. Any Member may make a Complaint that a Timberlake Rule has been violated by completing a Timberlake Violation Report form in writing, and delivering the form to the Timberlake Office or Covenants Director. Members of the Board may make written Complaints, as may any other Timberlake Member. Complaints can be anonymous or signed.

2.2 Preliminary Investigation. The Board will assign a Director to investigate Complaints, to be known as the Covenants Director. The Covenants Director's preliminary investigation can include, but is not limited to, a site visit, talking with the responsible owner and other persons with knowledge, and consideration of other evidence and circumstances. The investigation will be fair and reasonable, so that an unbiased Member would be satisfied with the process if he or she were the Member investigated. The Covenants Director shall begin with an open mind; treat all Members and others with respect, civility and courtesy, where possible; and shall conclude the preliminary investigation as quickly as reasonably possible.

The goal of the preliminary investigation is to reach agreement about whether a violation exists, and if so, what to do about it. The Covenants Director should consider not only the claimed rule violation, but also the need to work with Members to give them enough time, within reason, to correct any problems, given their circumstances. If an Agreement is reached, it will be in writing and signed, and if it includes any timelines, what they are, and the Member's agreement to follow them.

2.3 No Agreement Reached — Board Meeting. The Covenants Director will report the results of the preliminary investigation to the Board.

a. If the preliminary investigation concludes that there is no violation, the Board will consider the recommendation of the Covenants Director, and if it agrees, the matter shall be closed. If it disagrees, it will instruct the Covenants Director accordingly, consistent with this Resolution. For example, the Board might instruct the Covenants Director to try to come to an Agreement with the Member on certain issues.

b. If the preliminary investigation results in an agreement, the

Board will receive a report from the Covenants Director.

c. If the preliminary investigation concludes that there is a violation, and it does not result in an Agreement; or an Agreement is reached, and the Member does not comply with it; the Covenants Director will bring the matter to the Board. The Board will then consider the matter, with the recommendation of the Covenants Director and decide to take further action, or no further action. If the Board decides to take further action, the Member will be sent a letter explaining the circumstances, and inviting the Member to meet with the Directors to be heard in response.

The Member must let the Board know at least seven days before the meeting that he or she plans to attend, or needs a continuance. The Board shall give the Member a reasonable and fair opportunity to attend a meeting, but if the Member does not make reasonable efforts to do so, in the judgment of the Board, then the advantages of the meeting will not be available to the Member. No more than one continuance will be offered, except for legitimate unavoidable circumstances. The Member may appear through any electronic medium if the Member is able to make all arrangements, or by telephone if all Board members can hear and participate in the call.

At this meeting, the Member will have an opportunity to be heard on the matter; present testimony; give the Board documents, pictures, and other evidence; and explain the circumstances; all according to reasonable and fair procedures as determined by the Board. If the Board determines that the discussion should be continued to a later meeting to give everyone involved a fair chance to be heard and present evidence, and/or consider evidence that has been brought to its attention, it may do so.

This meeting will be, first, an attempt to reach an Agreement, as specified generally above. If no Agreement is possible, then the Board will discuss the matter and reach a decision. The Board will decide if one or more violations has occurred, and the consequences, as set out below. The Board cannot vary from Timberlake Rules, including especially Covenants, to favor one Member when the same Rules apply to all other Members. However, the extent of the violation, and time frame for corrections, and other related matters, are subject to agreement.

If the Board finds that a violation has occurred, it shall take appropriate action, including imposition of a fine, remediation and/or correction requirements, and/or otherwise as set forth below. The Board shall provide for a clear conclusion, specifying the Rules violated and the fines and/or requirements imposed. It will include reasons for its decisions. The Board shall follow up its decision with a letter to the Member explaining the result, within a reasonable

time.

2.4 New Matters Pending Resolution. If the Committee receives a Complaint about a new matter involving a Member, that matter may be considered along with all other pending matters in the process of those matters.

III. HOW TO MAKE DECISIONS ABOUT VIOLATIONS

When a Complaint is filed, and the Covenants Director and/or the Board need to make a decision about how to proceed, they shall consider all of the circumstances, including but not limited to the following:

a. the extent of the seriousness of the circumstances, the Association's attempts to resolve matters by less formal means, and the member's response to those attempts;

b. the relationship between the seriousness of the circumstances and the costs of enforcement;

c. whether the Association's possible actions involve risk to the Association;

d. the general need for consistent treatment of all members, and for deterrence of other similar violations; and

e. whether it is in the Association's overall best interests to pursue enforcement, and if so, to what extent.

IV. VIOLATIONS — PENALTIES AND REQUIREMENTS

4.1 Fine Schedule. Any violation of any Covenant or other Rule is an offense. For any first violation, the fine that can be imposed is \$0-100. For the second and subsequent violations, the fine can be \$0-\$500. Each offense is a separate offense if it involves significant differences in conditions such as material, time and/or place. For example, if a member violates the covenant prohibiting lots from being used as dumping grounds for rubbish, that is one offense; if the next day he or she does it again with different rubbish, that is a separate and second offense. But if it is the same rubbish, it is not a separate offense. And if he or she violates the rubbish covenant, one day, and then a different covenant the next day, these are two different first offenses. Finally, if a member violates a rule one day, and the violation continues for thirty days or more after reasonable notice to the member, without a signed agreement to resolve the problem, then that is considered a second offense, and each thirty days thereafter constitute a new offense in the same way.

4.2 Amount of Fine, Requirements for Remediation. The amount

of any fine, and any requirements for remediation, shall be fair and reasonable under all of the circumstances, and may take into account any relevant factors including, but not limited to, those set out at section III above.

4.3 Corrective Action Requirements, Restitution. In addition to a fine, or in place of a fine, the Board shall impose requirements for corrective remediation as needed to bring the Member into compliance. 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.

4.4 Recordation of Notice. In addition, for any violation, Timberlake may at its option at any time record with the County Auditor a "Notice of Violation" describing the circumstances as they reasonably appear to the Association at the time of recordation.

V. ENFORCEMENT

5.1 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.

5.2 Other Remedies. If the Board of Directors, in its sole discretion, finds that the use of the process specified in this Resolution will cause delay in the pursuit of the interests of the general membership; will not be respected by the Members involved; or for any other reason; it may choose to exercise any and all other remedies available to it in addition to and/or instead of the remedies provided for in this Resolution.

5.3 Fees and Costs. Any fines, and any fees, expenses or costs to remedy violations, including attorney fees, and all other costs reasonably expended, of any nature whatsoever, in support of the pursuit of the terms of this Resolution, 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. All such amounts shall constitute assessments, and liens against the subject property, as provided by the Bylaws.

VI. BOARD ADMINISTRATIVE RULES

The Board shall make Rules for the administration of Complaints and the processes specified herein that are fair and reasonable, whenever it deems reasonably necessary to do so.

VII. NO WAIVER

Except as provided for in this paragraph, under no circumstances may anyone, including any Director or anyone else acting directly or with apparent authority for the Association, agree to any violation of any Timberlake covenants or other Rules, unless clearly allowed by the same and by the terms of this Resolution. The approach of the Association will be to try to resolve any violations by friendly communication and collaboration with the Member. However, the covenants cannot be waived. Any waiver by the Association would remain subject to the continuing right of each Member to enforcement of the covenants on his or her own behalf. If a particular Rule specifically provides that it may be waived, and under what circumstances; fairness to both a particular member as well as all other members requires; or a Complaint asserts a violation that is truly insignificant and unimportant to any significant aspect of administration of the Association; then waiver of that Rule may apply, as determined by the Board; but all Rules shall be enforced against all members equally, under the same circumstances, based upon the provisions of this Resolution.

Failure to enforce any Rule at any time does not constitute a waiver of the right to enforce the same Rule, any other Rule, or any other matter against the same member, at any other time. The Association, the Board, and all employees, contractors and volunteers, may not be sued for damages, injunctive relief, declaratory, or any other relief, for failure to enforce any Restrictive Covenants or other Rules.

VIII. APPLICATION

8.1 General. The terms of this Resolution apply on its effective date, and they 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 and conditions that were properly approved by Timberlake as required; and in compliance with all relevant Timberlake Restrictive Covenants and other Rules as of the time of their approval, if any approval was required, and subsequently, as those Rules have existed over time.

8.2 Relation to other Rules. 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.

IX. SEVERABILITY

If any provision of this Resolution is found to be unlawful, the remainder shall not be affected.

THIS RESOLUTION was adopted by the TIMBERLAKE Board of Directors this 25th day of March, 2017.



 President, Board of Directors
 Timberlake Community Club

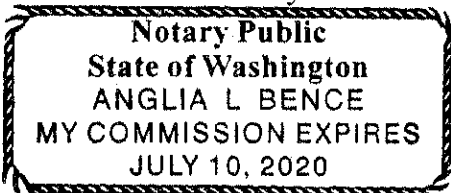


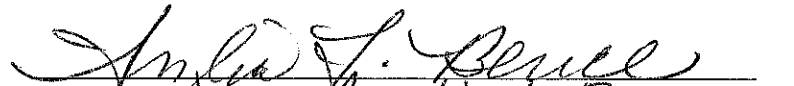
 Secretary, Board of Directors
 Timberlake Community Club

STATE OF WASHINGTON)
) ss
 COUNTY OF MASON)

On this 29th day of March, 2017, personally appeared before me, Ferry Hubbard personally known to me to be the President of Timberlake Community Club, 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 he is authorized to execute the said instrument.

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

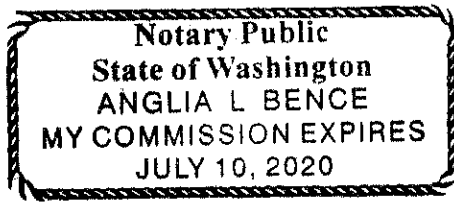



 PRINT NAME: Anglia L. Bence
 NOTARY PUBLIC IN AND FOR THE STATE OF
 WASHINGTON, residing at Shelton
 My commission expires: July 10, 2020

STATE OF WASHINGTON)
) ss
 COUNTY OF MASON)

On this 29th day of March, 2017, personally appeared before me, Linda Brudler, personally known to me to be the Secretary of Timberlake Community Club, 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 he/she is authorized to execute the said instrument.

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



Anglia L. Bence
PRINT NAME: Anglia L. Bence
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, residing at Shelton
My commission expires: July 10, 2020