

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



1874891
 Page: 1 of 6
 08/08/2006 04:18P

TIMBERLAKE COMMUNITY CLUB INGRESOL 37.00 Mason Co, WA

DOCUMENT TITLE:	Summary of C.C.&R's of Timberlake Community Club
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

TIMBERLAKE COMMUNITY CLUB

RESOLUTION 06-02

SUMMARY OF TIMBERLAKE COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

A. COVENANTS CONTROL

Pursuant to the Articles of Incorporation, By-Laws and Conditions, Covenants and Restrictions (C.C. & R.'s) of Timberlake Community Club, the Board of Directors has the authority to regulate compliance with the C.C. & R.'s of the Timberlake Community.



B. RESTRICTIONS COMMON TO ALL DIVISIONS

1. 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.
2. The anticipated water rates, future ownership and maintenance responsibility will be under the control and jurisdiction of Timberlake Community Club, 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.
3. 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(s), all of which common properties, together with the water system will be owned by Timberlake Community Club, and the said common property shall be under their jurisdiction as to the use and enjoyment thereof, together with the maintenance and repair.
4. 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 Directors of Timberlake Community Club.
5. No hunting shall be permitted in any area at any time.
6. All roads as delineated on the face of the plat(s) 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 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.
7. The grantor reserves to itself and to its successors all oil, gas, and mineral rights in the area.
8. 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 then, and owning or having an interest in any of the above-described lands.
9. Enforcement of these covenants shall be by proceeding at law or in equity against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefore, and may be brought by any lot owner damaged.
10. Timberlake Community Club reserves the exclusive right to perfect any and all resale 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%) per cent of the selling price. This is an exclusive sales right reserved to Timberlake, its successors and assigns, and in the event any lot to be 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%) of the selling price.

11. 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.

C. SPECIFIC RESTRICTIONS BY DIVISION

1. Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 & 13

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. A. Divisions 1, 2, 3, 4, 5, 6, 7, 8 & 12

No lot shall be further divided where the resultant lots shall be less than 7,000 square feet in area, and no structures shall be permitted on any lot except single-family dwellings.

B. Divisions 9, 10 & 13

No lot shall be further divided where the resultant lots shall be less than 7,200 square feet in area, and no structures shall be permitted on any lot except single-family dwellings.

C. Division 11

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

3. A. Divisions 1, 2, 3, 5, 7

On any waterfront lots there shall be a minimum of 50 feet between any structure and the lakeshore. No docks or floats with walkways shall extend more than 30 feet into the lake, except that on Div 1, Lots 37 through 48 and Division 2, Lots 28 through 35, inclusive, there shall be no docks or floats of any kind whatsoever extending from the shoreline. No earth or gravel fills shall extend beyond the existing shoreline.

B. Divisions 8, 9, 10 & 13

On any waterfront lots there shall be a minimum of 50 feet between any structure and the lakeshore. No docks or floats with walkways shall extend more than 20 feet into the lake. No earth or gravel fills shall extend beyond the existing shoreline.

4. Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 & 13

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. A. Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 & 13

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 Mason County Health District and approval of such system as installed shall be obtained from such authority.

B. Division 11

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

6. A. Divisions 1, 2, 3, 4, 5 & 7

Sewage systems will be located a minimum of 75 feet back from the lake high water line or as otherwise approved by Mason County Health Department.

B. Divisions 8, 9, 10 & 13

Sewage systems will be located a minimum of 100 feet back from the lake high water line or as otherwise approved by Mason County Health Department.

7. Divisions, 1, 2, 3, 4, 6, 7, 8, & 13

1000 gallon, 2 compartment septic tanks, with a minimum of 100 linear feet of drainfield will be required for all waterfront lots.

Divisions 9 & 10

1,000 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 Mason County Health Department.

8. Divisions 1, 2, 3, 4, 5, 6 & 7

A State Health Department approved water system will be installed for the use and benefit of said properties when 150 individual lots or tracts are sold.

9. A. Divisions 1, 2, 3, 4, 5, 6, 7 & 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.

B. Divisions 8, 9, 10 & 13

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.

10. A. Divisions 1 & 12

The grantor reserves to itself and to its successors an easement five feet in width, parallel with and adjacent to all lot lines for purposes of utilities and drainage. In performing any work on said easements, neither grantor nor successors shall damage any improvements without paying fair compensation therefore, and shall cause as little disturbance to the lot owners as possible.

B. Divisions 4 & 6

The grantor reserves to itself and to its successors an easement of five feet on side and rear lot lines and 10 foot easement on front lot lines, of all lots within said plat, for the installation, construction and repair of utilities and drainage. 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.

C. Divisions 2, 3, 5, 7 & 8

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 (Little Timberlake) are subject to an easement 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.

D. Divisions 9, 10, 11 & 13

The grantor reserves to itself and to its successors an 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 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. Set back from property lines for construction of buildings shall conform to the Mason County Code and reference thereto.

11. A. Divisions 1, 2, 3, 4, 5, 6, 7 & 12

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 buildings shall have a minimum floor area of 600 square feet.

B. Divisions 8, 9, 10 & 13

All structures 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 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 Directors of Timberlake Community Club.

12. Division 11

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 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.

THIS SUMMARY was approved by the Timberlake Community Club Board of Directors on August 3, 2006.

Karen L Moyer

Karen L. Moyer, President

August 3rd, 2006

Charity B. Reid

Charity B. Reid, Secretary

August 3rd, 2006