

1961387 MASON CO WA

09 16 2010 0 41 00 PM REC'D
TIMBERLAKE COMMUNITY CLUB INC #31931 Rec 196 197 20 Pages 1

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

DOCUMENT TITLE:	Timberlake Community Club Resolution 2010-
REFERENCE NUMBERS OF RELATED DOCUMENTS:	N/A
GRANTOR:	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 NO. 2010-02 (This Resolution Supercedes Resolution 09-02)

RENTAL REGULATIONS

I. PURPOSE

Timberlake Community Club is a successful, desirable residential development in rural Mason County. Through its Board of Directors, it attempts to administer its responsibilities fairly and reasonably. Those responsibilities include

the provision of facilities and services to its Members (defined as the people who own lots at Timberlake); working with these Members to help make sure that lot conditions and activities within Timberlake meet neighborhood standards and Timberlake rules; and administering the exercise of its other powers pursuant to State statutes and its governing documents.

Timberlake Members have an incentive to respect the property of others and of their Association. They are owners of common properties, along with all other Members, and have invested in Timberlake by buying a lot or lots within the development, often making their homes there.

The great majority of Timberlake Members actively support the work of the Association that has led to the current quality of life at Timberlake. However, there are some Members who allow conditions on the lots that they own, and behaviors connected to those lots, to detract from this quality of life. Timberlake attempts to resolve such matters through its existing systems and processes, including trying to reach collaborative solutions, hearings for Members before taking formal action, and so on; but in some few cases, those attempts only seem to lead to chronic problems.

At Timberlake, all *Member-Landlords* are responsible for whatever lot conditions and other rule violations are caused by their tenants. The first part of these Rental Regulations gives Timberlake a way to prohibit certain Members from renting their lots at Timberlake when these specific Members have proved that alternate remedies are not enough to make sure that their tenants comply with Timberlake rules.

These rules apply to all circumstances where the *Member/Owner* of a Timberlake lot is not residing on the lot, but someone else is. Usually, this will be a basic rental relationship, subject to a written rental agreement, but it also includes any case where a non-member adult lives on the premises without paying rent. Members' spouses are not considered renters, but adult children of Members are considered renters. These rules therefore apply to any circumstances where at least one of the record *Owners* of a lot, or his or her spouse or registered domestic partner, does not reside on the premises; the terms "rent," "rental," and related terms apply to all such circumstances.

The purpose of this Rental Regulation is to encourage a sense of community within Timberlake, and further the health, happiness and peace of mind of its Members. The Timberlake Board finds that the reasonable and fair restrictions on rentals in this Regulation promote those ends, and that the welfare of the community outweighs the interest of a particular *Owner* in profit from renting Timberlake premises, as set out in this Regulation.

II. MEMBER-LANDLORD INVESTIGATION OF RENTERS PRIOR TO RENTING

Before a *Member-Landlord* may rent his or her premises at Timberlake to a renter, he or she must investigate the tenant by checking references, run a credit check, and commission a WATCH report of criminal history. Landlords are responsible not to rent to tenants who demonstrate a substantial risk to the Timberlake community regarding lot conditions and behavior.

III. RENTER ACCESS TO TIMBERLAKE COMMON AREAS, INCLUDING LAKES, AND OTHER FACILITIES

All Timberlake common areas and facilities are for Timberlake Members. The right to use any Timberlake amenities is for Timberlake Members only and these rights cannot be transferred to renters. Renters do not have the right to use any Timberlake facilities, including the lakes for swimming or fishing. It is the responsibility of the *Member-Landlord* to communicate this to all renters.

IV. RESTRICTING RENTALS BASED ON PAST RECORD (THREE VIOLATIONS RULE)

If a Timberlake Member rents his Timberlake premises, as defined above, and the renters and/or the owner allow three violations of Timberlake covenants or rules within a 24-month period, where for each there is an adverse effect on Timberlake generally, or a particular neighborhood, then that Member may not further rent that premises for a period of five years.

Timberlake Rules establish a system for investigating and processing reports of violations of Timberlake Rules, generally administered by the Rules Committee. These Rules include the applicable Covenants, the Articles of Incorporation, the Bylaws, and other Rules and Regulations enacted by the general Membership and/or the Board of Directors. Generally, when a report is received, it is investigated, and informal attempts are made to resolve the issues, if any. If informal attempts are not successful, then a formal fine may be issued, along with the possibility of an appeal. The Rules Committee and its volunteers try to work together with the Member to find a way to resolve the issues, and still comply with Timberlake Rules. If that is not possible, then the Rules Committee will make a decision, which then can be appealed to the Board of Directors.

This system of proceeding applies to property conditions and behavior violations that are reported to Timberlake, regardless of whether the property is rented or not. However, when an issue has to do with a renter's or *Member-Landlord's* substantial violation of Timberlake rules, so that there is an adverse effect on Timberlake generally, or a particular neighborhood, then the *Member-Landlord* will also be informed in writing that the matter potentially involves a "strike." A "strike" is a final determination that the issue meets these criteria.

Any claim that could result in a strike can be brought within a proceeding involving a violation complaint; in addition, two different claims of two different violations may be brought within the same proceeding. This means that any *Member-Landlord* will have the opportunity to go through at least two separate proceedings before accumulating three strikes.

At both the Rules Committee level, or on appeal to the Board of Directors, the rules for decision will be: (1) whether a violation exists; (2) whether it meets the test of "substantial violation of Timberlake rules, so that there is an adverse effect on Timberlake generally, or a particular neighborhood;" and (3) whether Timberlake proves these elements by a preponderance of the evidence (more likely than not). The Rules Committee and Board will adopt processes for the administration of these matters that are fair and reasonable, and that offer the member a fair and reasonable right to be heard and offer evidence.

The determination of the Board shall be binding and final, and any reviewing court shall not substitute its judgment for that of the Board.

Once a final determination is made, the member will be notified of the results in writing. If a strike is found, a Notice of Strike may be filed for record with the County Auditor.

Once a third strike is found, an owner will be prohibited from renting the subject premises for five years from the date of the finding, and will be notified in writing of the same.

V. ADDITIONAL TIMBERLAKE REQUIREMENTS

Member-Landlords must limit the number of renters allowed to reside in one property to *six*.

Member- Landlords must perform a routine inspection with their tenants every *six* months to insure compliance with all Timberlake Covenants, Rules and Regulations.

VI. ALTERNATE REMEDIES

Timberlake reserves the right to any other remedies available at law or in equity for the enforcement of its rights. In particular, if the *Member-Landlord* has demonstrated an unwillingness to cooperate with the system spelled out in this Resolution, the Board may determine to exercise any and all other remedies including immediate litigation.


VII. SEVERABILITY

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

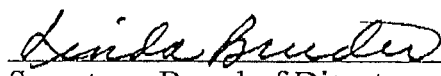
VIII. EFFECTIVE DATE OF RESOLUTION

This Resolution is effective 8/3/10.

THIS RESOLUTION was ratified by the Timberlake Community Club Board of Directors this 13th day of August, 2010.



President, Board of Directors



Secretary, Board of Directors