

Dated : June 6, 1968
Recorded: June 25, 1968

8/46

Auditor's File No. 6367202
Executed by: Timberlane Lodge,
Inc.

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF TIMBERLANE VILLAGE: PARTS OF GOVERNMENT LOT 9,
SECTION 25, TOWNSHIP 26 NORTH, RANGE 11 E.W.M. AND
LOT 3, SECTION 30, TOWNSHIP 26 NORTH, RANGE 12 E.W.M.
AND EAST HALF OF SOUTHWEST QUARTER, SECTION 30,
TOWNSHIP 26 NORTH, RANGE 12 E.W.M., KING COUNTY,
WASHINGTON.

TIMBERLANE VILLAGE, in order to provide for the uniform develop-
ment of that certain real estate described as Division (1) and (3) of
Timberlane Village, as recorded in Vol. _____ of Plats, page _____,
records of King County, Washington, do hereby set out covenants,
conditions, reservations and restrictions 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 9,600 square feet, acceptable to the County Health Department, and no structures shall be permitted on any lot except single family dwellings.
3. No fences, hedges or boundary walls shall be planted or constructed more than six (60) feet in height so as to obstruct the view of any lot owner, and all residences shall be so located with the approval of the grantor or of the association so as to interfere as little as possible with such view.
4. 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 King County Health Department and approval of such system as installed shall be obtained from such authority.
5. Sewage systems will be located a minimum of 100 feet back from the river or as otherwise approved by King County Health Department.
6. 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.

7. The anticipated water rates, future ownership and maintenance responsibility will be under the control and jurisdiction of Timberlane, 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.
8. 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 Timberlane Lodge, Inc. a Washington non-profit corporation, and the said common property shall be under their jurisdiction as to the use and enjoyment thereof, together with the maintenance and repair.
9. No hunting shall be permitted in any area at any time.
10. The grantor has dedicated to the association, 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 association nor successors shall damage any improvements without paying fair compensation therefor, and shall cause as little disturbance to the lot owners as possible.
11. Portion of roads dedicated as delineated on the face of the plat with remainder to association to have been dedicated to the association as more specifically 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 association 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.
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 basements, tents, shacks, garages, or other outbuildings except during the period of construction.
13. 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 owing or having any interest in any of the above described lands.

-Continued-

14. 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.
15. 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.
16. All structural improvements made to property must first have architectural approval. A committee of not less than three shall be formed by the association and a decision of the majority thereof shall be final and conclusive.
17. All structures hereinafter placed upon the property shall be governed by maximum set back requirements of five feet on the sides and fifteen feet from roads.
18. Travel trailers with ramadas and built-in storage will be allowed subject to architectural approval.

RETURN ADDRESS

Timberlane Lodge Inc.
PO Box 334
Skykomish, Wa 98288



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Please print neatly or type information

Document Title(s)

Covenants, Conditions, Reservations and Restrictions of
Timberlane Village

Reference Numbers(s) of related documents

6367202 volume 5106 page 223-226

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

Timberlane Lodge Inc

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

Timberlane Lodge Inc

Rerecording to provide better file copy

Additional grantees on page _____

Legal Description (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)

Portions of Gov. Lot 9, section 25, Township 26 NR 11E WM and Lot 3, Section 30,
Township 26 NR 12E WM and East 1/2 Southwest 1/4 Section 30, Township 26
NR 12E WM King County, WA

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF
TIMBERLANEVILLAGE, PARTS OF GOVERNMENT LOT 9, SECTION 25,
TOWNSHIP 26 N R 11E W M AND LOT 3, SECTION 30, TOWNSHIP 26
N R 12E W M AND EAST 1/2 SOUTHWEST 1/4, SECTION 30, TOWNSHIP 26
N R 12E W M , KING COUNTY, WASHINGTON

TIMBERLANE LODGE, in order to provide for the uniform development of that certain real estate described as Division 1 and 3 of Timberlane Lodge, as recorded in Vol 86 of Plats, Page 46 records of King County, Washington, do hereby set out covenants, conditions, reservations and restrictions which shall be applicable to the above described land

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- 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 herein-after mentioned
- 2 No lot shall be further divided where the resultant lots shall be less than 9,600 square feet, acceptable to the County Health Department, and no structures shall be permitted on any lot except single family dwellings
- 3 No fences, hedges or boundary walls shall be started or constructed more than six (6) feet in height so as to obstruct the view of any lot owner, and all residences shall be so located with the approval of the grantor or of the association so as to interfere as little as possible with such view
- 4 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 King County Health Department and approval of such system as installed shall be obtained from such authority
- 5 Sewage systems will be located a minimum of 100 feet back from the river or as otherwise approved by King County Health Department
- 6 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 commercial purposes Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood

7 The anticipated water rates, future ownership and maintenance responsibility will be under the control and jurisdiction of Timberlane Lodge, 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

8 There will be certain designated properties to be called "common properties" for the use and benefit of all 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 Timberlane Lodge, Inc , a Washington non-profit corporation, and the said common property shall be under their jurisdiction as to the use and enjoyment thereof, together with the maintenance and repair

9 No hunting shall be permitted in any area at any time

10 The grantor has dedicated to the association, an easement five feet in width, parallel with and adjacent to all lot lines for purpose of utilities and drainage In performing any work on said easements, neither association nor successors shall damage any improvements without paying fair compensation therefor, and shall cause as little disturbance to the lot owners as possible

11 Portion of roads dedicated as delineated on the face of the plat with remainder to association to have been dedicated to the association as more specifically 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 association 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

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 basements, tents, shacks, garages or other outbuildings except during the period of construction

13 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 owing or having any interest in any of the above described lands

14 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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15 Invalidity of any of these covenants, as determined by a court of competent jurisdiction, shall in no way affect any of the other covenants which shall remain in full force and effect

16 All structural improvements made to property must first have architectural approval. A committee of not less than three shall be formed by the association and a decision of the majority thereof shall be final and conclusive.

17 All structures hereinafter placed upon the property shall be governed by maximum set back requirements of five feet on the sides and fifteen feet from roads.

18 Travel trailers with ramadas and built-in storage will be allowed subject to architectural approval.

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FILED for Record at Request of

TIMBERLANE LODGE, INC.
P.O. Box 334
Skykomish, Washington 98288

86/06/25 #0643 E
RECD F 5.00
CASHL *****5.00

Re: COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF
TIMBERLANE VILLAGE

Recorded in Volume 5106 of Plats, Page 223, King County

ARTICLE 19, DECLARATION OF RESTRICTIONS OF RECORD

Article 19, paragraph 2, which reads as follows, was rescinded
by a vote of the Board of Directors of Timberlane Lodge, Inc.
at a meeting held December 1, 1968.

- Starting July 1, 1969, TIMBERLANE LODGE, INC., will pay into a Trust Fund, the sum of \$2.50 per lot per month, for each lot, said Trust Fund to accrue for the purpose of installation of sewers unless and until a standard sewer system is created.

Reason rescinded: "The collection of the fee is for a vague and indefinite time and is an unreasonable expense."

Officers present: Irene Cox Nelson, George H. Drumheller, M.D.
Ray Secoy, M.D.

BY THE DIVISION OF
RECORDS & COMMUNITY
KING COUNTY
JUN 25 11 08 AM '86

RECEIVED THIS DAY

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Timberlane Lodge Inc
Eleanor Page