

**VANDEBERG JOHNSON & GANDARA  
1201 Pacific Avenue, Suite 1900  
Tacoma, WA 98402-4391**

**RECORDING SUMMARY**

Document Title:

Declaration of Covenants, Conditions and  
Restrictions

Grantor:

Far West Industries, Inc., a Washington  
corporation

Grantee:

Far West Industries, Inc., a Washington  
corporation

Abbreviated Legal Description:

Tracts 17, 18, 20, 21 and 22 of Timberline  
Village Summit 5 Acre Tracts.  
(Full legal description on page 2)

Assessor's Tax Parcel Number:

35048-17   35048-20   35048-23  
35048-18   35048-21   35048-22

**TIMBERLINE VILLAGE SUMMIT**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is  
made on the date hereinafter set forth by FAR WEST INDUSTRIES, INC., a Washington  
corporation, hereinafter referred to as "Declarant" or "Developer."

A. Declarant is the Owner of TIMBERLINE VILLAGE SUMMIT, legally described as follows:

Tracts 17, 18, 20, 21, and 22 of TIMBERLINE VILLAGE SUMMIT 5 Acre Tracts as delineated on Segregation Survey recorded December 4, 1978 under Auditor's File No. 856014 in Volume 3 of Surveys, Pages 31 and 31A, and located in Section 1, Township 13 North, Range 9 East, W.M., Lewis County, Washington.

Together with easements for ingress, egress and utilities over, under and across roads as delineated on the face of said survey.

All of the above situated in the County of Lewis, State of Washington.

(hereinafter the "Property"); and

B. Declarant desires to subject the Property to covenants, conditions and restrictions to enhance and protect the value, desirability and attractiveness of the Property; and

C. The Property contains a number of private roads and storm water systems as shown on the recorded plat; and

D. The recorded plat dedicates the private roads and storm water systems to the Timberline Village Summit Community Association. The Declarant desires to provide for the maintenance of these private roads and storm water systems in an equitable and cost effective manner through the Timberline Village Summit Community Association, so that they will be maintained in perpetuity.

NOW, THEREFORE, Declarant hereby DECLARES that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof..

Section 1. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as are now or may hereafter be brought within the plat of TIMBERLINE VILLAGE SUMMIT by deed or covenants of record as hereinafter provided.

Section 2. "CC & Rs" shall refer to this document, the Covenants, Conditions and Restrictions of the plat of TIMBERLINE VILLAGE SUMMIT.

Section 3. "Common Areas" shall mean and refer to all roads and storm water systems within the plat of TIMBERLINE VILLAGE SUMMIT (tracts "A" and "B") and any other real property which may be designated as a "common area" upon the plat map of TIMBERLINE VILLAGE SUMMIT and any future divisions of TIMBERLINE VILLAGE SUMMIT which may be hereafter brought within the jurisdiction of these covenants to the extent the use and enjoyment thereof by Owners of Lots herein is now or will in the future be permitted by the covenants, conditions, and restrictions recorded or to be recorded with reference to said divisions. However, any easements designated on the Plat of TIMBERLINE VILLAGE SUMMIT shall not be included in the definition of "Common Areas".

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the plat of TIMBERLINE VILLAGE SUMMIT with the exception of the common areas, tracts "A" and "B" and plots specifically reserved or exempted by the developer.

Section 5. "Owner" shall mean and refer to the record Owner of the interest or the contract purchaser entitled to possession, or, if there be no real estate contract, of the fee simple title to any Lot which is a part of the Property, excluding contract sellers not entitled to possession and those having an interest merely as security for the performance of an obligation.

Section 6. "Developer" or "Declarant" shall mean and refer to FAR WEST INDUSTRIES, INC., and any successors or assigns engaged in land development and/or wholesale land sales activities which are the same as or similar to those of FAR WEST INDUSTRIES, INC.

Section 7. "Timberline Village Summit Community Association" shall refer to the homeowners association formed and operating in connection with the Plat of TIMBERLINE VILLAGE and which the Owners shall join to govern certain aspects of the Property. The Timberline Village Summit Community Association shall hold title to the Common Areas.

Section 1. Residential Area Covenants. The following residential area covenants shall apply to all Lots within the Plat of TIMBERLINE VILLAGE SUMMIT

(a) All Lots in TIMBERLINE VILLAGE SUMMIT shall be used solely and exclusively for private one-family residences with appurtenant garages as hereinafter provided. No permanent dwelling shall be permitted on any Lot having a ground floor area exclusive of open porches, balconies, or garages of less than nine hundred (900) square feet. A building site shall consist of not less than one (1) Lot as shown on the recorded plat, and no Lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites. No Lot shall be further divided where any resulting Lot shall be less than the minimum square footage as required and approved by Lewis County.

(b) Each residence shall be provided off-street parking for at least two cars. It is desirable that all garages be incorporated in or made a part of the dwelling house.

(c) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained on any Lot. Dogs and cats, or other traditional household pets, may be kept on a Lot, provided they are not kept, bred or maintained for commercial use or purposes. Household pets shall not be allowed to become an annoyance or a nuisance to the neighborhood, and all Lots and Owners shall be subject to reasonable regulation by the Board of Trustees of the Club concerning the maintenance of household pets. No noxious or undesirable use of any Lot shall be permitted or maintained.

(d) No vehicles or structures of a temporary character shall be used as a dwelling upon any Lot except during the authorized period of construction. No permanent trailers or mobile homes shall be permitted upon any Lot at any time. No trailer of any sort, truck (larger than one ton g.v.w.), camper, motor home, boat, recreation vehicle, or any other similar vehicles, or tent shall be kept or permitted to be kept on any Lot, unless housed within an enclosed garage.

(e) The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within one year of commencement of excavation for the foundation thereof.

(f) All Lots shall be maintained in their natural setting of native vegetation. Lots shall be cleared only to the extent necessary to accommodate residential dwellings, garages, storage sheds, driveways, and installation of septic system as approved by Lewis

of four feet from the ground shall not unnecessarily be removed. Trees considered to be pests (madrona, alder, and some maples) may be removed. The retention of ground cover such as salal, huckleberry, Oregon grape, kinnikinnick, sword fern, fir, cedar, hemlock, pine, and rhododendron is encouraged whenever possible. Ground cover such as bracken fern, thistle, dandelion, scotch broom, blackberry vines, and other things generally considered as weeds shall be discouraged. All ground cover will be maintained and controlled to present a neat, pleasing effect.

(g) No refuse, garbage or rubbish may be deposited or allowed to remain upon any Lot unless placed in an attractive sanitary container which is suitably located and screened from public view and unless removed from the Lot weekly to an authorized location. No building materials or supplies may be replaced or stored upon any Lot unless and until the Owner thereof is prepared to commence construction and then such materials or supplies shall be placed within the property lines of the Lot upon which the structure is to be erected and not in the street.

(h) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with an approved plan complying with all requirements and standards of Lewis County.

(i) No individual water supply system shall be permitted on any Lot. No Owner may refuse to connect to the State Health Department approved water system to be operated by Timberline Village Water Co., its successors or assigns.

(j) No fences, hedges or boundary walls or other barriers shall be placed or constructed so as to unreasonably obstruct the view of any Lot Owner, and all structures shall be so located so as to prevent, insofar as possible, interference with the view from the other Lots, while conforming with reasonable architectural standards. No fence, hedge, boundary wall, or other barrier shall be constructed over six (6) feet in height above the natural grade. No net or metal fence (such as chicken wire, barbed wire, hog fencing, chain link, etc.) shall be permitted on any Lot nor shall any fence or other barrier (except hedges) be permitted on any Lot unless constructed of wood and painted or stained with earth or wood-toned colors.

(k) No fuel tank, air conditioning units, heat pumps, or other authorized equipment pertinent to a residence, shall be maintained on any Lot unless enclosed from view.

(l) Except in connection with the preparation of the Lot for sale by Developer, no excavation shall be made nor shall any dirt be removed from a Lot, nor shall any fill

(m) Developer reserves to itself, its successors or assigns, easements five (5) feet in width, parallel and adjacent to all Lot lines, except that this easement shall be ten (10) feet in width along Lot lines where Lots are not contiguous, for purposes of installation and maintenance of all utilities and drainage. All utility lines shall be suitably installed underground.

### ARTICLE III

#### WATER SERVICE

Each Owner of each Lot, by acceptance of a deed or other contract or conveyance, whether or not so expressed therein, covenants and agrees to pay to Timberline Village Water Co., its successors or any person, corporation, or entity to whom the water system serving TIMBERLINE VILLAGE SUMMIT may be assigned, all connection charges, charges for service or other charges authorized by its tariffs now in effect or hereafter amended, provided said tariffs have received necessary approval by public authorities. Said charges, together with interest at the rate provided in the tariffs, or in the absence thereof at the maximum rate authorized by law, costs and reasonable attorneys' fees incurred in collection thereof, are the personal obligation of the Owner, and in addition shall be a charge on the land and a continuing lien upon the Lot for which such charges are due, which may be foreclosed by an action at law if said amounts are not paid within thirty (30) days after due date. This is not the exclusive remedy for nonpayment, and the provider may avail itself of any other remedy authorized by law, including, but not limited to, a personal action against the Owner, or withholding of service until payment is made. Said liens shall be subordinated to any mortgages, deeds of trust, etc. given by any Owner in connection with the financing of the purchase, construction, refinancing or remodeling of the Lot and the house and associated buildings on any Lot.

### ARTICLE IV

#### ROADS AND OTHER COMMON AREAS

Section 1. Participants. Every person who now or in the future holds an Ownership interest or beneficial interest in all or any portion of any Lot of TIMBERLINE VILLAGE SUMMIT, whether by deed, real estate contract or other instrument, and their heirs, personal representatives, successors and assigns shall be included in and bound by these CC & Rs. These CC & Rs shall cover and apply to all private roadways and to all storm water systems, including, but not limited to all storm water detention ponds, "rip rap" pads, catch basins, lines, culverts, etc.

## Section 2. Standards of Maintenance.

(a) The private roadways shall at all times be maintained, to a reasonable degree, to their original construction standards. The "Full" or "Entire" surface of the private roadways shall be maintained so as to allow free and reasonable passage and parking of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of each of the Lots within TIMBERLINE VILLAGE SUMMIT.

(b) The storm water systems shall be maintained so as to allow the free flow of water in the manner for which the systems were designed. At a minimum, the maintenance of the storm water systems shall consist of the following:

(i) Storm Drainage Conveyance Maintenance (biofiltration swales, road-side ditches, culverts):

1. Mow biofiltration swales regularly during summer months to promote growth and pollutant uptake. Do not cut grasses shorter than 3 inches. Remove cuttings promptly, and dispose in a way so that no pollutants can enter receiving waters. Unless visibly tainted, dispose of clippings in the same fashion as yard waste.
2. Remove all debris and trash within biofiltration swales on a regular basis. This will help keep the biofiltration swales attractive in appearance.
3. Remove sediments by hand with a flat-bottomed shovel during the summer months whenever sedimentation covers vegetation or begins to reduce the biofiltration swale's capacity.
4. Reseed damaged or maintained areas immediately or make grass plugs from adjacent up-slope area. If possible, redirect flow until new grass is firmly established.
5. Inspect biofiltration swales periodically, and especially after heavy runoff (preferably, monthly and after each storm that delivers 0.5 inch or more of rainfall). Remove sediments and repair vegetation as necessary.
6. Clean culverts when soil and vegetation buildup interferes with flow introduction.

of lawn debris and pet wastes.

8. Road-side ditches should be cleaned of trash and debris enabling the ditches to convey runoff more effectively. Remove sediment by hand.

(ii) Detention Pond Maintenance. The maintenance of the detention pond facility is of primary importance if the detention pond is to function as originally designed. Sediment accumulation should be monitored within the detention pond every 6 months. Remove the sediment if the sediment accumulation is in excess of 6 inches. Remove all trash and debris to maintain functionality and good appearance. The following guidelines should be adhered to:

Drainage System

<u>Component</u>	<u>Condition</u>	<u>Required Maintenance</u>
Ponds - General	Trash and debris	Any trash or debris which exceeds 1ft <sup>3</sup> /1000ft <sup>2</sup> (equal to the volume of a standard size office garbage can). In general, there should be no evidence of dumping.
	Poisonous vegetation	Any poisonous vegetation which may constitute a hazard to maintenance personnel or the public, e.g., tansy, poison oak, stinging nettles, devils club.
	Pollution	1 gallon or more of oil or other contaminants or any amount that could: (1) cause damage to plant, animal or marine life, (2) constitute a fire hazard, (3) be flushed downstream during storms, (4) contaminate the ground water.
	Un-mowed grass/ground cover	In resident areas, mowing is needed when cover exceeds 18 inches in height. Otherwise, match facility cover with adjacent ground cover and terrain as long as there is no decrease in facility function.

		acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.
	Insects	When insects such as wasps or hornets interfere with maintenance activities.
	Tree growth	Tree growth does not allow maintenance access or interfere with maintenance activity. If the trees are not interfering with access, leave trees alone.
Side Slopes of Pond	Erosion	Eroded damage >2 inches deep where cause of damage is still present or where there is a potential for continued erosion.
Storage Area	Sediment	Accumulated sediment that exceeds 10% of the designed storage area, or every three years.
Pond Dikes	Settling	Any part of the dike which has settled four inches lower than the designed elevations.
Emergency Overflow, Spillway	Rock missing	Only 1 layer of rock above native soil in an area >5ft <sup>2</sup> or any exposure of native soil.

Section 3. Cost of Maintenance; Lien for Failure to Pay. The cost of improving and maintaining the private roadways and storm water systems shall be borne in equal shares by the Owners of the Lots of TIMBERLINE VILLAGE SUMMIT. The Timberline Village Summit Community Association shall set a monthly, quarterly or yearly maintenance fee to assure continued maintenance of the private roadways, parking pads and storm water systems. In the event any party fails to pay, within thirty (30) days of receiving a bill for his or her maintenance fees, then the Timberline Village Summit Community Association may file a lien on behalf of all paid up participants herein. The lien shall be a lien against the property of the non-paying party and forecloseable in the manner provided by law for the foreclosure of mortgages. The unpaid balance shall bear interest at the statutory legal rate until paid and the non-paying party shall be liable for actual costs and reasonable attorneys' fees expended in any collection action including, but not limited to, the foreclosure of the lien. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust, including a refinance of such first mortgage or deed of trust. Sale or transfer of any Lot or parcel shall not affect the assessments as to

Section 4. Administration, Billing and Payment. Administration and billing for all improvements, regular maintenance or repair of the roadway, parking pads, and storm water systems shall be done by the Timberline Village Summit Community Association.

Section 5. Order for Work - Procedure. Except for ordinary and necessary maintenance, if any Lot Owner shall desire to have an improvement or maintenance other than ordinary and necessary maintenance done at common expense, he or she shall call a meeting of the Timberline Village Summit Community Association, by giving not less than thirty (30) days written notice. At the meeting the Lot Owner desiring the extraordinary maintenance or improvement shall explain the nature of the work desired and provide in writing an itemization of the expected cost and the equitable allocation thereof among the affected Lot Owners. If the Timberline Village Summit Community Association votes in favor of the requested work, the work may be ordered, the assessment made, and payment therefor shall be made as described above.

Section 6. Extraordinary Use - Costs. In the event any Lot Owner bound by this agreement should, by his or her use of the private roadways or storm water systems cause any of them to be subjected to other than ordinary and reasonable wear and tear, and should such facilities be damaged by such use, the individual subjecting the facilities to such extraordinary use shall have the obligation to repair such damage upon demand by the Timberline Village Association to restore said facility to the condition existent prior to such use, and all expenses therefor shall be borne by such individual.

## ARTICLE V

### PARTICIPANTS; COMMON AREAS; MEMBERSHIPS

Section 1. Participants. Every person who now or in the future holds an Ownership interest or beneficial interest in all or any portion of any Lot of TIMBERLINE VILLAGE SUMMIT, whether by deed, real estate contract or other instrument, and their heirs, personal representatives, successors and assigns shall be included in and bound by these CC & Rs. These CC & Rs shall cover and apply to all Lots and to all private roadways and to all storm water systems, including, but not limited to all storm water detention ponds, "rip rap" pads, catch basins, lines, culverts, etc., including Tracts "A" and "B" within the Plat of TIMBERLINE VILLAGE SUMMIT.

Section 2. Membership in Association. Every person who now or in the future holds an Ownership interest or beneficial interest in all or any portion of any Lot of TIMBERLINE VILLAGE SUMMIT, whether by deed, real estate contract or other instrument, shall be required to become a member of Timberline Village Summit Community Association and be bound by all

Section 3. Lots Subject to Association. Each Lot of TIMBERLINE VILLAGE SUMMIT shall be subject to the bylaws, rules, regulations, covenants and any other documents regulating the membership of the Timberline Village Summit Community Association.

## ARTICLE VI

### RESERVATION

There is hereby reserved to Developer and its successors and assigns from any conveyance of any portion of the Property as herein described all oil, gas and other minerals in or under said property. Purchaser agrees that no conveyance of any portion of said property shall be effective to convey oil, gas and other mineral rights unless the Developer has consented in writing and the oil, gas or other mineral rights to be conveyed are specifically set forth in the instrument of conveyance.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. Any Lot Owner and/or the Declarant, so long as it shall have an interest in the Property, and/or the Timberline Village Summit Community Association, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these CC & Rs and the prevailing party in any litigation concerning the enforcement or interpretation of these CC & Rs shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection therewith. Failure by any Owner or the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed as waiver of the right to do so thereafter.

Section 2. Continuing Obligation. These CC & Rs and the covenants contained herein are necessary for the full use and enjoyment of the Property, and run with the land and shall be binding upon all participants and their heirs, personal representatives, successors or assigns.

Section 3. Successor Liability. In the event any Lot subject to these CC & Rs shall be sold or otherwise transferred, the transferee, together with the seller/transferor shall be responsible for all past due charges outstanding against the Lot at the time of transfer.

Section 5. Amendment. These CC & Rs may be amended during the first twenty-five (25) year period by an instrument signed by not less than two-thirds (66.66%) of the Lot Owners, provided, however, that until the Declarant shall, within said twenty-five (25) year period, have sold ninety percent (90%) of the Lots, any such amendments shall not be effective without Declarant's written consent. Thereafter, these CC & Rs may be amended by an instrument signed by not less than fifty percent (50%) of the Lot Owners. However, notwithstanding anything herein contained to the contrary, neither these CC & Rs nor the Articles of Incorporation or Bylaws of Timberline Village Summit Community Association may be amended in any manner whatsoever to eliminate or in any way diminish the obligation to maintain the private roadways and the storm water system without the written approval of Lewis County, Washington. It is intended, and it is expressly provided, that those obligations constitute a perpetual maintenance obligation of the individual Lot Owners and of Timberline Village Summit Community Association for the roadways and the storm water system of Timberline Village Summit.

IN WITNESS WHEREOF, the undersigned has affixed it's signature this 8 day of April, 1999.

FAR WEST INDUSTRIES, INC.

By   
ROBERT MITCHELL  
Vice President

On this day personally appeared before me ROBERT MITCHELL, to me known to be the Vice President of FAR WEST INDUSTRIES, INC., the corporation described in and that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal this 8<sup>th</sup> day of April, 1999.

For recording in the state of Washington,  
the Notarial Seal must be fully legible and  
cannot intrude into document margins.  
Please affix seal in the space provided.

Tom W. Rowland  
[Print Name] NOTARY PUBLIC in and for the State of  
Washington, residing at FIRCREST  
My Commission expires: MAY 10, 2000

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