

S U P P L E M E N T
 DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
 TIMBERLANE ESTATES DIV. #5

THIS DECLARATION, made this 5 day of JANUARY, 1969, by COVINGTON PROPERTIES, a joint venture consisting of UNITED HOMES CORPORATION and THE QUADRANT CORPORATION, both Washington corporations, hereinafter referred to as "Developer",

WITNESSETH:

WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions, dated July 16, 1968, filed in the Office of the King County Auditor on September 4, 1968 under Auditor's File No. 6401501, Records of King County; and

WHEREAS, said Declaration was amended by an Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 17, 1968, filed in the Office of the King County Auditor on September 24, 1968 under Auditor's File No. 6410947; and subsequently amended by a Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated December 10, 1968, filed in the Office of the King County Auditor on December 27, 1968, under Auditor's File No. 6452068; and

WHEREAS, Article III, Section 2 thereof permits annexation of the additional properties described in Exhibit "A" attached thereto; and

WHEREAS, Developer is the owner of certain additional real property described in said Exhibit "A", which is more particularly described as the plat of Timberlane Estates Div. 5, as recorded in Volume _____ of Plats, pages _____, _____ and _____, Records of King County; and

WHEREAS, Developer desires to subject a portion of said additional real property to that certain amended Declaration of Covenants, Conditions and Restrictions previously recorded.

NOW, THEREFORE, Developer hereby declares that certain real property located in King County, Washington, and more particularly described as lots 1 through 348 and tracts A through Q in the plat of Timberlane Estates Div. 5, as recorded in Volume _____ of Plats, pages _____, _____ and

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_____, Records of King County, shall be held, sold and conveyed subject to that certain Declaration of Covenants, Conditions and Restrictions, dated July 16, 1968, filed in the Office of the King County Auditor on September 4, 1968 under Auditor's File No. 6401501, Records of King County and provisions of said amended Declaration of Covenants, Conditions and Restrictions are hereby incorporated herein as though set forth in full with the exception that paragraphs a. & b. of Section 12 of Article X and paragraph a. of Section 7 of Article X shall not apply.

IN ADDITION to the Covenants incorporated herein, said property shall be subject to the following special Covenants:

- (1) FRONT YARD. The minimum distance between the front lot line and the dwelling shall be fifteen (15) feet except that between the front lot line and that portion of the front of the dwelling where a garage, carport, and/or the required two car (parallel) off-street parking area is to be located, the minimum distance shall be twenty (20) feet, and except that the minimum front yard for a lot at the common area end of a private street shall be zero (0) feet.
- (2) REAR YARD. The minimum distance between any portion of a dwelling and the rear lot line shall be as required by applicable local zoning ordinances.
- (3) UTILITY EASEMENTS. On each lot easements are reserved under, over and upon ten foot strips of land adjacent to front boundary lines, and under, over and upon five foot strips of land adjacent to rear and side boundary lines for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the lots at all times for said purposes; Provided, however, that in the event the house constructed on any lot is constructed contiguous to a side boundary line or front boundary line of said lot, the utility easement reserved over the side boundary

line or front boundary line over which the house is constructed shall ipso facto be deemed to be abandoned and released without further action of any kind or nature. Additional utility easements are reserved as shown on the recorded plat and others as required will also be regarded as will necessary easements required by governmental subdivisions.

(4) The foregoing paragraphs (1), (2), (3) are illustrated on Exhibit "A" and "B" attached to these supplemental covenants.

(5) The common properties for Timberlane Estates Division 5 are particularly described as follows:

Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O
the plat of Timberlane Estates Division 5, as recorded in Volume _____ of Plats pages _____, _____ and _____, Records of King County, Washington.

(6) The business office and mailing address for the Architectural Control Committee shall henceforth be:

Timberlane Estates
Architectural Control Committee
Quadrant Building, N.E. 8th at 112th N.E.
Bellevue, Washington

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 15th day of JANUARY, 1969.

FIRST BANK MORTGAGE CORP.

By: [Signature]
Sec. President

COVINGTON PROPERTIES,
A Joint Venture Consisting of
THE QUADRANT CORPORATION

By: [Signature]
Asst. Secy

UNITED HOMES CORPORATION

By: [Signature]

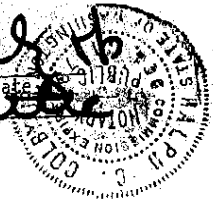
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STATE OF WASHINGTON)
COUNTY OF KING)

On this 15 day of Jan, 1969, before me personally appeared John A. L. Howe to me known to be the cash secy of The Quadrant Corporation that executed the within and 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 said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ralph C. Cook, Jr.
NOTARY PUBLIC in and for the State of Washington, residing at Seattle



STATE OF WASHINGTON)
COUNTY OF KING)

On this 19th day of January, 1970, before me personally appeared Clinton L. Hergert to me known to be the Vice President of the United Homes Corporation that executed the within and 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 said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Alvin M. Stewart
NOTARY PUBLIC in and for the State of Washington, residing at Federal Way



STATE OF WASHINGTON)
COUNTY OF KING)

On this 19th day of January, 1969, before me personally appeared J. Lee to me known to be the Vice President of the First Bank Mortgage Corporation that executed the within and 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 said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Margaret E. M. Sauchland
NOTARY PUBLIC in and for the State of Washington, residing at Duck



Filed for Record Apr 3 1970 2 P.M.
Request of Corvington Properties
EDWARD J. LOGAN, Recorder

I, Ryan Wadleigh, representative of the King County Archives, Records and Licensing Services Division, Department of Executive Services, King County, State of Washington, do hereby certify the foregoing copy has been compared with the original instrument as the same appears on file and of record in our custody and that the same is a true, full and correct copy of said original and of the whole thereof.

Ryan Wadleigh 05/13/2011
Signature Date