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AFTER RECORDING RETURN TO:  
Martin Lind  
127 E. Fairhaven  
Burlington, WA 98233

COVENANTS, RESTRICTIONS AND AGREEMENTS  
COLONY MOUNTAIN COMMUNITY CLUB  
REVISED, JULY 13, 1987

RECORDED SKAGIT COUNTY AUDITOR JULY 16, 1987, 3:25PM  
AS #8707160044

AMENDMENT RECORDED SKAGIT COUNTY AUDITOR  
MAY 11, 1994 AS #9405110055

AMENDMENT RECORDED SKAGIT COUNT AUDITOR  
OCTOBER 16, 1996 AS #9610160031

AMENDED TO CORRECT CLERICAL ERROR  
RECORDED UNDER AUDITOR'S FILE NO. 9610160031

Section 22, Township 36 North, Range 3 East, W.M.

The following covenants, restrictions and agreements are to be attached to each of the eighty-four (84), five (5) acre tracts and two, two and one-half (2-1/2) acre tracts in the Colony Mountain Development and they are to apply to all of the land described in exhibit A (Map of Development) hereto attached and by reference incorporated herein as if fully set out. Each of the purchasers of tracts shall agree as a part of their purchase contract that they will be bound by the restrictions, covenants and agreements in this document.

Colony Mountain Community Club is a non-profit corporation within Washington State. Each tract purchaser must become a shareholder in said corporation, with each tract owner or purchaser entitled to one share of class A stock and entitled to one vote in the corporation. The stockholders of said corporation will elect a Board of Directors who will govern the corporation and who will appoint the officers thereof.

Said shares of stock shall be appurtenant to the title to the land and shall be transferable only as a part of the transfer of title to the tracts. Each shareholder shall be entitled to the use and enjoyment of the corporate facilities and services subject to the rules, regulations and changes as may be established by the corporation, which rules, regulations and charges shall apply equally to all shareholders who are owners of property in the tracts described in Exhibit A. Each shareholder shall abide with the rules and regulations of the corporation that may be adopted from time to time incident to the use of these facilities.

Colony Mountain Corporation has conveyed to Colony Mountain Community Club title to all private roads running through the tracts and water system and well which are established for the common good of the whole tract.

In order to provide for maintenance and improvement of the various properties and facilities of the Corporation, each shareholder, being each grantee and vendee of the tracts and their heirs, successors and assigns, shall and do by the act of accepting the deed of entering into a contract of sale, as vendee, jointly and severally agree that they and each of them shall pay to the Corporation the charges assessed by vote of two-thirds (2/3) of the Directors of the Corporation against the shareholders of the Corporation. In the event that such charges remain unpaid to the Corporation for sixty (60) days after the due date thereof, then the Corporation may record a written notice with the Auditor of Skagit County, Washington, that a lien be placed against the lot of the shareholder who is delinquent for the amount of such charges including interest as charged by the Board of Directors, from the due date until paid and attorney's fees incurred incident thereof. From and after recording such notice, such lot shall be subject to a lien to the Corporation as security for such assessment and such lien may be foreclosed in a manner of a mortgage on real property and in such foreclosure action the Corporation shall recover a reasonable sum as attorney's fees and reasonable and necessary costs of searching and abstracting the public records. These charges herein referred to shall be payable on or before June 30 of each year.



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Each lot owner will be solely responsible for the cost of hook-up to the water system and water meter, and the cost of connecting fees to any other utility or facility. Each lot with a water meter or hook-up shall pay a user's fee as determined by the Board of Directors. All water hook-ups must have prior approval of the Board of Directors and be inspected after installation. All water hook-ups must conform with the information contained in Exhibit 13 (Guidelines for the water system) which can be obtained from the Board of Directors. No one may tamper in any way with any water lines without Board approval of their actions. Any damage done or unapproved access to any water lines of Colony Mountain Community Club will be repaired to the satisfaction of the Board at the perpetrator's expense. There shall be only one access point and one water meter per tract. Any others will be removed at the expense of the lot owner by order of the Board. The lot owner will be billed by the Board for these repairs if not made by the lot owner after a reasonable length of time. Any costs incurred, including attorney's fees, would likewise become a lien upon the lot owner's property. The lien would include attorney's fees, cost and expense of correcting damage; any hook-up fee would likewise be part of the lien.

Any lot with faulty water lines not maintained by the lot owner will be shut off by the Board at the owner's expense. The Board also has authority to shut off any water lines not in accordance with covenants, non-payment of water fees and unauthorized or misuse of water. All water line leaks must be reported to the Board immediately upon their discovery. Any costs incurred would be billed to the lot owner and subject to lien provisions stated in the above paragraph. Call any Board member to report the location of any damaged lines or the suspicion of any leaks.

There is reserved to the Corporation an easement over each of the tracts in the property described in Exhibit A. Said easement shall be sixty (60) feet for all roads and a strip of land ten (10) feet in width across each lot parallel with and adjacent to the roads abutting each lot and along five (5) feet of each other lot line for the purpose of constructing, repairing, reconstructing, improving and maintaining water pipes, light and power lines, telephone lines and other facilities for utilities, including, the right to enter upon such easement for such purpose.



## RESTRICTIONS TO EACH TRACT

The use of each tract within the property described in Exhibit A hereto attached shall be subject to the following restrictions:

1. No noxious or offensive activities shall be permitted on any lot, nor shall anything be permitted that may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the real property included in this plan.
2. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall same be kept except in sanitary containers. Outside incinerators or other equipment for the disposal of such material shall be used in a safe and sanitary manner and shall conform to local and Washington State Law.
3. All lots, whether occupied or unoccupied, and all improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. No improvement which has been partially or totally destroyed shall be allowed to remain in such state for more than six (6) months from the time of such destruction.
4. No outdoor burning shall be left unattended.
5. Each lot owner shall be responsible for cleaning the roadway of debris left by activity on his or her lot.
6. The work of constructing, altering or repairing any structure on a lot shall be diligently prosecuted from its commencement until completion thereof, but in any event, the exterior appearance shall not affect the outlook of the adjacent or neighboring property.
7. All dwellings installed on any property shall have off-the-road parking space for all vehicles associated with the property. No vehicles may be parked on the roadside for longer than twenty-four (24) hours or shall be subject to removal at the owner's expense.



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8. There shall be no subdivision on any existing tract nor any subdivision on any portion of Colony Mountain Development.

8.(a). Easements of right-of-way for ingress and egress across any lot within Colony Mountain Development to any land not included within Colony Mountain Development is prohibited.

9. No dwelling or other building shall be constructed closer than eighty (80) feet from the center of any road nor closer than fifty (50) feet from any interior boundary.

10. No commercial campground shall be allowed.

11. No trader or businesses or other commercial enterprises shall be operated on any lot, except home occupations with no more than two (2) employees.

12. There shall be no mobile home parks constructed on any lot.

13. No flammable, toxic, or explosive material may be stored on any lot nor may it be used on any lot or lots in the Colony Mountain Development whatsoever without the written approval of the Board of Directors. No toxic materials may be used within one hundred (100) feet of the Colony Mountain Community Well under any circumstances.

If the parties hereto, or any of them, their heirs, or assigns, or any person claiming under them shall violate or attempt to violate any of the covenants herein contained, then it shall be lawful for any other person or persons owning any property within said development to proceed by an action at law or in equity against the person or persons violating or attempting to violate any of the covenants herein.

The covenants, restrictions, easements, rights, liens and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the real property described in Exhibit A and any and all parts thereof, the parties in interest thereof and their heirs. Accepting an interest in and to any portion of such real property shall constitute an agreement by and such person, firm or corporation accepting such interest, that they and each of



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them shall be bound by and subject to the provisions herein. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

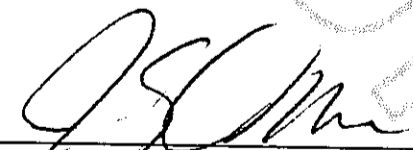
In the event any lot owner individually and/or the Club is required to bring an action to enforce any of the terms, conditions, covenants, the prevailing party in such action would be awarded a reasonable attorney's fee in the event of any judgment awarded and/or attorney's fees incurred otherwise in the enforcement of any of the terms or conditions contained therein and the same shall become a lien upon the property which is the subject of any such controversy.

The covenants, restrictions and agreements shall be reviewed annually and modified as necessary by the Board of Directors, but shall remain effective as drafted until such time as they are amended by the Board of Directors by a two-thirds (2/3) majority vote rather than a mere majority vote.

The official Colony Mountain Community Club mailing address is:

P.O. Box 91  
Bow, Washington 98232

COLONY MOUNTAIN COMMUNITY  
CLUB, INC.

  
By: JEREMY MEANS  
Its: President



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STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this 19 day of April, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEREMY MEANS to me known to be the PRESIDENT of COLONY MOUNTAIN COMMUNITY CLUB, INC., the corporation that executed the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Mary E. Sloan

Printed Name: Mary E. Sloan

Notary Public in and for the State of Washington, residing at Mt. Vernon

My commission expires: 11-6-02



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Exhibit A

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; ALL OF THE NORTHEAST QUARTER; AND ALL OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD, BY INSTRUMENT RECORDED APRIL 11, 1962, UNDER AUDITOR'S FILE NO. 620123, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.

THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING SOUTH OF THE ROAD, AS IT EXISTED ON OCTOBER 31, 1946, EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN COUNTY ROAD RIGHTS OF WAY.

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING NORTHERLY OF THE SOUTHERLY BOUNDARY OF IMPROVED "OLD SCHOOL TRAIL ROAD", AS ESTABLISHED BY INSTRUMENT RECORDED MARCH 12, 1969, UNDER AUDITOR'S FILE NO. 724372, EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN COUNTY ROAD RIGHTS OF WAY, ALSO EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND AS CONVEYED TO H.C. BARNER BY DEED RECORDED DECEMBER 2, 1941, UNDER AUDITOR'S FILE NO. 347059.

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING 30 FEET DISTANT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN IRON PIPE WHICH IS A COMMONLY ACCEPTED MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID SECTION 27, A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $54^{\circ}$  WEST 650 FEET, MORE OR LESS, TO THE CENTERLINE OF THE COLONY ROAD, AND THE TERMINAL POINT OF THE CENTERLINE BEING DESCRIBED, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF SAID COLONY ROAD.

AN EASEMENT FOR ROAD PURPOSES OVER A TRIANGULAR PORTION OF LAND IN THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE WEST A DISTANCE OF 34.8 FEET; THENCE SOUTH  $45^{\circ}$  EAST A DISTANCE OF 120 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 24.8 FEET TO THE POINT OF BEGINNING.



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