

845592

COVENANTS, RESTRICTIONS AND AGREEMENTS

COLONY MOUNTAIN DEVELOPMENT

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The following covenants, restrictions and agreements are to be attached to each of the eighty-three 5-acre tracts which will be sold by ROBERT STARRY and JERRY HAMMER in the COLONY MOUNTAIN DEVELOPMENT and they are to apply to all of the land described in Exhibit A hereto attached and by reference incorporated herein as if fully set out. Each of the purchasers of each 5-acre tracts shall agree as a part of their purchase contract that they will be bound by the restrictions, covenants and agreements in this attached document, as follows:

ROBERT STARRY and JERRY HAMMER will incorporate a non-profit corporation. Each 5-acre tract purchaser must become a shareholder in said corporation, with each 5-acre 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 share of stock shall be appurtenant ~~xxx~~ <sup>to the</sup> title to the land and shall be transferrable only as a part of the transfer of title to the 5-acre tracts. Each shareholder shall be entitled to the use and enjoyment of the corporate facilities and services subject to the rules, regulations and charges 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.

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ROBERT STARRY and JERRY HAMMER will convey to the corporation title to private roads running throughout the tracts and they will also convey to the corporation the water system and wells which they will establish throughout the tracts, and any other facilities which may be established for the common good of the whole tract.

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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 5-acre tracts and their heirs, successors and assigns, shall and do by the act of accepting the deed or 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 of the directors of the corporation against the shareholders of the corporation. In the event that such charges remain unpaid to the corporation for 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 so delinquent for the amount of such charges, including interest at the rate of 10 percent per annum, from the due date until paid and attorney's fees incurred incident thereto. 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 the 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. Until changed by a vote of two-thirds of the directors of the corporation, the charge herein referred to shall be Fifty Dollars (\$50.00) per annum payable on or before June 30 of each year, in advance, commencing June 30, 1973. These charges shall not be assessed against the unsold lots held by ROBERT STARRY and JERRY HAMMER, the developers hereof. Each lot owner will be solely responsible for the cost of hook-up to the water system and the cost of the connecting fees to any other utility or facility.

There is reserved to the corporation an easement over each of the 5-acre tracts in the property described in Exhibit A. Said easement shall be a strip of land 10 feet in width across each lot

parallel with and adjacent to the roads abutting each lot and along 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 purposes.

RESTRICTIONS TO EACH TRACT.

~~The use of each 5-acre tract~~ The use of each 5-acre 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 the plat.
2. 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 finished appearance shall be completed within one year of commencement so that no tar paper or underlayment shall be exposed to view.
3. No trades or businesses or other commercial enterprises shall be operated on any lot, except home occupations with no more than two employees.
4. There shall be no mobile home parks constructed on any lot.
5. Mobile homes installed more or less permanently on the property shall install a hard surface off the road for parking space no smaller than 20 feet by 20 feet, and shall install professional metal skirting.
6. No dwelling or other building shall be constructed closer than 80 feet from the center of any road nor closer than ~~50~~ <sup>25</sup> feet from any interior boundary. *Mr. P.E.*  
5-11-76  
DATE
7. No commercial campground shall be allowed.
8. Each lot shall never have more than one for sale sign and shall be limited to 18 inches by 24 inches in size and must be

professionally constructed and no other advertising signs shall be allowed. The developers signs shall be excluded from this requirement.

9. COLONY MOUNTAIN CORPORATION may alter or mend these restrictions by their board of directors or they make special exceptions thereto.

10. These restrictions shall terminate on January 1, 1984, unless extended by the board of directors of COLONY MOUNTAIN CORPORATION.

The lots referred to above are meant to be the 5-acre tracts and are not meant to be any sub-divisions thereof. 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 thereto and their heirs, assigns, personal representatives and successors in interest.

Accepting an interest ~~xxx~~ in and to any portion of such real property shall constitute an agreement by any such person, firm, or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

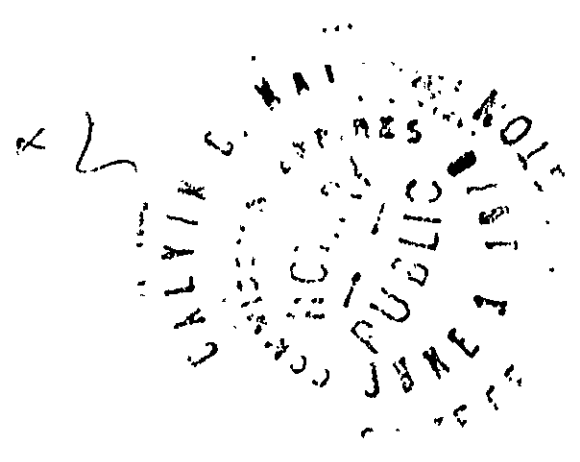
I agree to each of the foregoing provisions.

Received at Nov. 8, 1976 2:16 pm  
at request of Skagit County Title Co.  
Luella Henry, Auditor Skagit Co., Washington

Alfred Berlin  
Purchaser  
Marilyn P. Berlin  
Purchaser

DATED this 6th day of May, 1976.

Colony Mt.  
Bob Starr partner  
Ernie Starr  
Jerry Hammer  
Donna Hammer  
10-20-76



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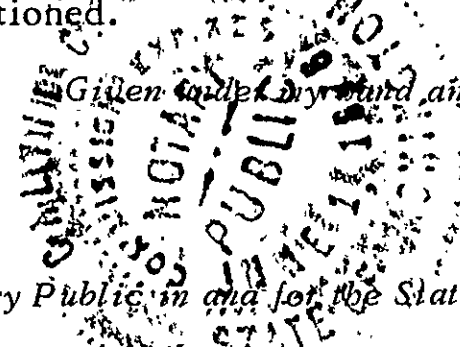
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STATE OF WASHINGTON, }  
County of Whatcom } ss.

On this day personally appeared before me Robert Starry and Elaine Starry & Jerry Hammer and Donna Hammer

to me known to be the individual s described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.



GIVEN UNDER MY HAND and official seal this 20th day of Oct., 1976

Calvin C. King

845592

Notary Public in and for the State of Washington, residing at Bellingham, Wash

TL-34 1/66

Security Title Insurance Company of Washington - ACKNOWLEDGMENT - ORDINARY