

Linda Miller
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COVENANTS, RESTRICTIONS AND AGREEMENTS
COLONY MOUNTAIN COMMUNITY CLUB

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The following covenants, restrictions and agreements are to be attached to each of the eighty-three 5 acre tracts and two 2-1/2 acre tracts 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 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. 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 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.

Colony Mountain Corp. has conveyed to Colony Mountain Community Club title to all private roads running throughout the tracts and the water system and wells 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 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 delinquent for the amount of such charges, including interest at the rate of 18 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 \$100.00 (one hundred dollars) per annum payable on or before June 30 of each year, in advance.

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 \$50.00 to the corporation for users' fees as charged by the Board of Directors. All water hook-ups must have prior approval of the board and be inspected after installation. 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 perpetrators 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 owners will be shut off by the board at the owners 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. Call any board member to report the location of any damaged lines or the suspicion of any leaks. Any costs incurred would be billed

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to the lot owner and subject to lien provisions stated in the above paragraph.

There is reserved to the corporation an easement over each of the tracts in the property described in exhibit A. Said easement shall be 60 feet for all roads and 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 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 plat.
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 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 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. Each lot owner shall also be responsible for maintenance of the road frontage adjoining his or her property. Such maintenance shall include keeping drainage ditches free of obstructions and trimming of foliage back from the roadway.
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 buildings to be erected in Colony Mountain Development must be approved by the Board or a Building Committee appointed by the Board. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of the same on the particular building site, shall be submitted to the Board before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Board. The effect of any structure shall be disapproved if it impairs the view of surrounding buildings or does not comply with these covenants. The Building Committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposed hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, or Colony Mountain Development.
8. 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 24 hours or shall be subject to removal at the owners expense.
9. There shall be no subdivision of any existing tract nor any subdivision of any portion of Colony Mountain Development.
10. No dwelling or other building shall be constructed closer than 80 feet from the center of any road nor closer than 50 feet from any interior boundary.

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11. No commercial campground shall be allowed.
12. 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; no other advertising signs shall be allowed. Colony Mountain Community Club signs shall be excluded from this requirement.
13. No trader or businesses or other commercial enterprises shall be operated on any lot, except home occupations with no more than two employees.
14. There shall be no mobile home parks constructed on any lot.
15. 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 material may be used within 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 thereto and their heirs, assigns, personal representatives and successors in interest. 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 them shall be bound by and subject to the provisions hereof. 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 and/or restrictions or agreements contained in the 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 majority vote rather than a mere majority vote.

Linda H. Miller
PRESIDENT

Shirley G. Smith
VICE PRESIDENT

Ann Marie Berg
SECRETARY

Subscribed and sworn before me this 19th day of April 1985

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EXHIBIT A

U-41100-21

1/2, 2, 3, 14

(A) THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL OF THE NORTHEAST QUARTER, EXCEPT THAT PORTION CONVEYED TO SPAGIT COUNTY FOR ROAD, BY INSTRUMENT RECORDED APRIL 11, 1962, UNDER AUDITOR'S FILE NO. 620123, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, T.M.

(B) THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST, T.M.

(C) THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST, T.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.

(D) THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, T.M., LYING NORTHEASTLY OF THE SOUTHERLY BOUNDARY OF IMPROVED "OLD SCHOOL TRAIL ROAD", AS ESTABLISHED BY INSTRUMENT RECORDED MARCH 18, 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. BAHLER BY DEED RECORDED DECEMBER 2, 1941, UNDER AUDITOR'S FILE NO. 347059.

(E) 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, T.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° 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.

(F) AN EASEMENT FOR ROAD PURPOSES OVER A TRIANGULAR PORTION OF LAND IN THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, T.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 84.8 FEET; THENCE SOUTH 45° EAST A DISTANCE OF 120 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 84.8 FEET TO THE POINT OF BEGINNING.

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