



200704120003

Skagit County Auditor

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**AFTER RECORDING MAIL TO:**

Name Island Development LLC  
Address P.O. Box 1364  
City / State Anacortes, WA 98221

**Document Title(s):** (or transactions contained therein)

1. Island Development/Homeowners Agreement
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page \_\_\_\_\_ of document

**Grantor(s):** (Last name first, then first name and initials)

- 1.
2. Windward Village Owners Assoc.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)

- 1.
2. Island Dev. LLC
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)N/A

☐ Complete legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel / Account Number(s):**N/A

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**First American Title  
Insurance Company****FIRST AMERICAN TITLE CO.**M9015**ACCOMMODATION RECORDING ONLY***(this space for title company use only)*

After Recording Mail To:  
Island Development, LLC  
P.O. Box 1364  
Anacortes, WA 98221

### **Island Development/Homeowners Agreement**

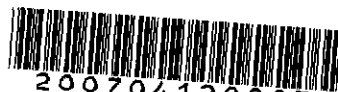
The Windward Village Owners Association hereinafter referred to as the "Association" and Island Development LLC, hereinafter referred to as "Developers" agree the following terms. The effective date of agreement shall be the date of mutual acceptance by the parties.

1) Developer does hereby give notice of intent to turn the control of the Board of Directors over to the Lot Owners. This notice is provisional and contingent upon ratification of this agreement by the replacement Board of Directors of the Association. If this agreement is not approved by the Board of Directors then this notice and this agreement shall have no force or effect. The Association shall timely meet and elect a provisional Board of Directors to approve this agreement and resolution of the Board shall be made accepting this agreement. A copy of this resolution, signed by the Secretary of the Board, shall be attached to this agreement to confirm ratification.

2) The Developers agree that all future home plans will match the style, scope, and landscaping similar to homes as they now exist within the Windward Village Plat. The Association agrees to review and accept the Developer's home designs and plans, as now proposed, acknowledging that they have received a copy of the proposed plans. Association will not unreasonably withhold its consent to approval of home plans and landscaping plans similar to those already used in the subdivision by Developer, all to be performed pursuant to the terms of the CC&Rs, under the control of the Architectural Control Committee (ACC).

3) The Association agrees to the Developer's use of their existing building for planning, staging and storage until it's removal for construction of a new home on the existing lot. The Developers agree to remove all building or other offensive materials viewed from 19<sup>th</sup> street or the cul-de-sac. All building materials will either be stored inside the building or within the fences on the south side of said building. The Developers agree to park all equipment either inside or on the south side of said building when possible.

4) The Developers agree to remove all man made materials remaining on the vacant lots and to grade as needed for proper erosion control and reseed the existing buildable lots owned by Developer in the sub-division. Weed control shall be performed based on the City of Anacortes guidelines for vacant lots.



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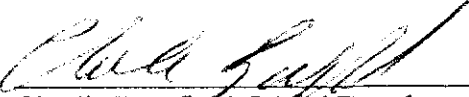
*Handwritten:* JJA 1/05/07  
1/17/07

5) The Developers agree upon each sale to include and record a provision in the deed for each of the three new homes (P56262, P104525, and P56330) to make these lots subject to the CC and Rs of Windward Village. The Association agrees to accept the inclusion of those homes into the Association automatically as part of the sale of each property with the recording of documents at closing of sale and to execute all documents necessary to accomplish this provision. All parties understand that annexation, in accordance with Article 15 of the CC&Rs, of the new lots into the subdivision is subject to approval by two-thirds of the Lot Owners within the subdivision and that such action is separate from any action of the Board of Directors to allow membership in the Association.

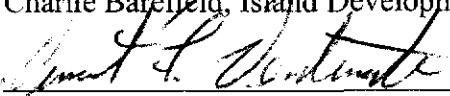
6) The Developers agree to transfer to the Association all existing Owners' Association funds in the Windward Village Owners Trust Account to the Owners Association bank account depository with Anacortes Branch of Pacific Bank upon ratification of this agreement as provided in section 1, above. The Association acknowledges having received an accounting of use of dues previously collected and disbursed.

7) The Association Board or their representative has examined the books of the No Profit Corporation in respect to the collection and use of dues and are satisfied with the use and disbursement of said funds. The Association, in exchange for the mutual agreements stated herein, does release and discharge Developer from all claims, known or unknown, concerning matters involving the Windward Village Homeowners Association (Washington Non Profit Corporation) prior to date of this agreement.


8) There are no other agreements between the parties, written or oral. This agreement embodies the complete agreement between the parties and all prior discussions and proposals are deemed to be merged (that is, excluded from this agreement). We agree that if we wanted any other agreements or provisions to be part of this agreement, then these would be stated in writing and included herein.

  
Charlie Barefield, Island Development

1/10/07  
Date

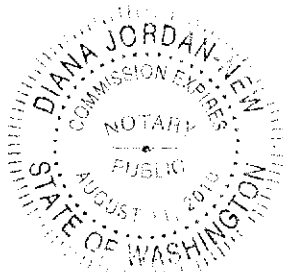
  
Vince Ventimiglia Island Development

1/15/07  
Date

  
Rick Street, President, Windward Village Owners Association

1/15/07  
Date

*Notary Acknowledgements here*

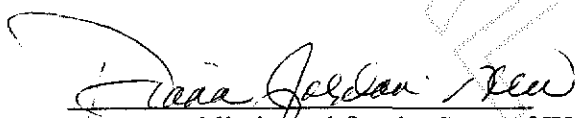


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Skagit County Auditor

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Rick Street is the person who appeared before me, and said person acknowledges that he signed this instrument on, oath stated that he was authorized to execute the instrument and acknowledged it as President of Island Development, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

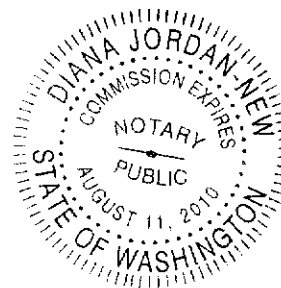
Dated: January 5, 2007



Notary Public in and for the State of Washington

DIANA JORDAN NEW

Printed Name



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Skagit County Auditor

ACKNOWLEDGEMENT - Representative Capacity

STATE OF WASHINGTON, )  
County of SKAGIT ) ss.  
)

CHARLIE BAREFIELD AND  
VINCE VENTIMIGLIA

I certify that I know or have satisfactory evidence that

Is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath  
stated that he/she was authorized to execute the instrument and acknowledged it as the

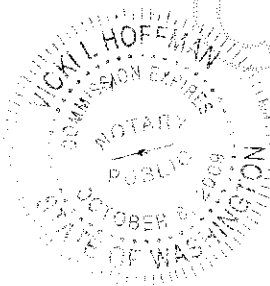
MANAGING MEMBERS

of

ISLAND DEVELOPMENT LLC

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal hereto affixed this 10TH day of JAN., 2007



*Vicki L. Hoffman*

Notary Public in and for the State of Washington,  
Residing at ANACORTES

My appointment expires 10-8-09

This jurate is page of and is attached to

dated



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