

**PROTECTIVE COVENANTS  
FOR  
COLONY BROOK P.U.D.**

**DECLARATION OF INTENT**

The undersigned owners of all the lots, tracts and parcels of land situated within the certain boundaries of the subdivision known as Colony Brook P.U.D., as per plat thereof recorded January 28, 1985 in the office of the Auditor of Kitsap County, Washington, recording 8501280080, volume 24, pages 95-98 (hereinafter Colony Brook), do hereby publish and adopt the following covenants, and hereby impose the same upon all the real property incorporated with the plat of Colony Brook.

The undersigned owners hereby certify and declare that there is hereby established a general plan for the development, improvement, maintenance and protection of the real property embraced within Colony Brook.

The following covenants are imposed pursuant to a general plan for the benefit of the Lot Owners of Colony Brook, and each and every building site therein. These covenants are designed for the mutual benefit of the building sites in Colony Brook and shall pertain to and pass to each building site therein, and shall bind all persons together with their representatives, heirs, successors in interest and assigns, who may own property in Colony Brook.

It is the intention and purpose of these covenants to assure that all dwellings in Colony Brook shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

These covenants supersede all other covenants.

**RECITALS**

- Whereas: KIM & BRIAN BAILEY, husband and wife are the owners of Lot 1 in COLONY BROOK, DIVISION II, and
- Whereas: LIONEL & LUDIVINA SALTER, husband and wife are the owners of Lot 2 in COLONY BROOK, DIVISION II, and
- Whereas: LARRY & PATRICIA KEELE, husband and wife are the owners of Lot 3 in COLONY BROOK, DIVISION II, and
- Whereas: DONALD & ELIZABETH HEARN, husband and wife are the owners of Lot 4 in

COLONY BROOK, DIVISION II, and

- Whereas: FLORENCE BOWEN, a single woman is the owner of Lot 5 in COLONY BROOK, DIVISION II, and
- Whereas: ALAN & CAROL HORNBERG, husband and wife are the owners of Lot 6 in COLONY BROOK, DIVISION II, and
- Whereas: JACK & MONIKA SCOTTI, husband and wife are the owners of Lot 7 in COLONY BROOK, DIVISION II, and
- Whereas: ANNETTE COLE, a single woman is the owner of Lot 8 in COLONY BROOK, DIVISION II, and
- Whereas: KATHRINE KLOCKER, a single woman is the owner of Lot 9 in COLONY BROOK, DIVISION II, and
- Whereas: DAVID & MISAE STEVENS, husband and wife are the owners of Lot 10 in COLONY BROOK, DIVISION II, and
- Whereas: SHELLY MURRAY, a single woman is the owner of Lot 11 in COLONY BROOK, DIVISION II, and
- Whereas: MOURINE ANDUIZA, a single woman is the owner of Lot 12 in COLONY BROOK, DIVISION II, and
- Whereas: TYLER & BARBARA WALTON, husband and wife are the owners of Lot 13 in COLONY BROOK, DIVISION II, and
- Whereas: EUGENE & RAMONA BLEVINS, husband and wife are the owners of Lot 14 in COLONY BROOK, DIVISION II, and
- Whereas: DONALD & ELAINE JUKAM, husband and wife are the owners of Lot 15 in COLONY BROOK, DIVISION II, and
- Whereas: TODD & AKIKO GREENWOOD, husband and wife are the owners of Lot 16 in COLONY BROOK, DIVISION II, and
- Whereas: DOUGLAS & CECILE STAUNER, husband and wife are the owners of Lot 17 in COLONY BROOK, DIVISION II, and
- Whereas: CALVIN ROWAN, a single man is the owner of Lot 18 in COLONY BROOK, DIVISION II, and
- Whereas: CARMEN GOODING, a single woman is the owner of Lot 19 in COLONY BROOK, DIVISION II, and
- Whereas: KIYOSHI & JANET FUJIWARA, husband and wife are the owners of Lot 20 in COLONY BROOK, DIVISION II, and
- Whereas: LELAND BREES, a single man is the owner of Lot 21 in COLONY BROOK, DIVISION II, and
- Whereas: ROBERT & PHYLLIS RAMIREZ, husband and wife are the owners of Lot 22 in COLONY BROOK, DIVISION II, and

- Whereas: ANTONIO & BEATRICE FINONA, husband and wife are the owners of Lot 23 in COLONY BROOK, DIVISION II, and
- Whereas: PATRICK & REBECCA MARLEY, husband and wife are the owners of Lot 24 in COLONY BROOK, DIVISION II, and
- Whereas: BRADLEY & KATHY WIGGERS, husband and wife are the owners of Lot 25 in COLONY BROOK, DIVISION II, and
- Whereas: MARK & CYNTHIA VORKAPICH, husband and wife are the owners of Lot 26 in COLONY BROOK, DIVISION II, and
- Whereas: GLYNN & LESLIE SKJORDAL, husband and wife are the owners of Lot 27 in COLONY BROOK, DIVISION II, and
- Whereas: MARK AND REBECCA LOWE, husband and wife are the owners of Lot 28 in COLONY BROOK, DIVISION II, and
- Whereas: PHYLLIS BLACKWELL, a single woman is the owner of Lot 29 in COLONY BROOK, DIVISION II, and
- Whereas: FRANK MORALES, a single man, is the owner of Lot 30 in COLONY BROOK, DIVISION II, and
- Whereas: ROBERT ROGERS JR., a single man is the owner of Lot 31 in COLONY BROOK, DIVISION II, and
- Whereas: ESPIRIDION & NICOLE ALFARO, husband and wife are the owners of Lot 32 in COLONY BROOK, DIVISION II, and
- Whereas: DEAN & VERONICA VANDER LEY, husband and wife are the owners of Lot 33 in COLONY BROOK, DIVISION II, and
- Whereas: DUANE & MARION BROWN, husband and wife are the owners of Lot 34 in COLONY BROOK, DIVISION II, and
- Whereas: RADFORD K. DUCKWORTH, a single man is the owner of Lot 35 in COLONY BROOK, DIVISION II, and
- Whereas: ROBERT & KEIKO INOUE STONER, husband and wife are the owners of Lot 36 in COLONY BROOK, DIVISION II, and
- Whereas: GEORGE PETOFF, JR., a single man is the owner of Lot 37 in COLONY BROOK, DIVISION II, and
- Whereas: the undersigned wish to enter into covenants which will be binding on and benefit each of the above described owners and each of the above described properties, and which covenants will be appurtenant to and run with the described properties and be binding on the heirs successors and assigns of the above described owners in ownership of the above described properties, and
- Whereas: The following covenants are intended to assure and preserve the quality of life and the views of the owners of the above described properties as well as any additional properties described in Exhibit "A" attached hereto and

incorporated herein.

NOW THEREFORE THE UNDERSIGNED HEREBY GRANT, CONVEY AND IMPOSE  
THE FOLLOWING COVENANTS ON THE ABOVE DESCRIBED PROPERTIES:

### ARCHITECTURAL CONTROL COMMITTEE

1. **Membership:** The Architectural Control Committee (hereinafter Committee) shall consist of no less than three (3) and no more than five (5) members each of whom must own and reside in one of the above described properties. The committee shall be by a majority vote of the lot owners subject to these covenants. The owner or owners of each lot are entitled to one vote per lot owned. Members of the Committee shall be elected annually at a meeting of owners held in August of each year.
2. **Terms:** Members of the Committee shall serve for one calendar year and may serve consecutive terms as they desire and are elected or voted out. If, for any reason, the Committee members are less than three (3) there shall be a special election to elect a successor(s) to return the Committee to the proper number of members.
3. **Compensation:** No Committee Member shall be entitled to any compensation for services performed for Colony Brook.
4. **Duties:** It shall be the duty of the Committee to report to the Board for enforcement of these covenants to the fullest extent allowed by Washington law for the benefit of all Colony Brook members.

### CONSTRUCTION:

1. **Plans:** No building or structure shall be erected, placed, constructed or altered on any lot until construction plans and specifications and lot plans for the proposed structure have been submitted to and approved by the Committee. Any building or structure to be erected, constructed, remodeled, refurbished or maintained shall be commensurate in quality, style and color with the other homes in Colony Brook.

The plans submitted shall detail the location and design of the structure and the materials and landscaping proposed for the site. The plan shall include any proposed walks, walls, fences, driveways, outdoor lights or other site improvements. The Committee shall review the plans to determine the consistency of the plans with these covenants and shall also review the plans to ensure harmony of external design with existing structures as to appearance, location with respect to topography, and finish grade elevation. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the lot.

New or additional construction which was not a part of the basic house scheme reviewed and originally approved by the Committee pursuant to paragraph 1 of these covenants shall be submitted to the Committee for approval. Any new or additional construction must be consistent with the standards and quality of the basic structure and the surrounding structures and must meet all conditions of these covenants including those applicable to new construction.

A building site shall consist of not less than one lot as shown on the recorded plat, and no lot shall be divided except for the purpose of attaching portions thereof to



adjacent building sites.

2. **Approval:** The committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it and no suit to enjoin the construction has commenced within the same thirty (30) day period approval will not be required and the related covenants shall be deemed to have been fully complied with.
3. **Siding Materials:** The siding material on any structure within Colony Brook shall be of a quality equal to and comparable with the other structures in Colony Brook.
4. **Roofing Materials:** The roofing materials on any structure within Colony Brook shall be of a quality equal to and comparable with the other structures in Colony Brook. No flat or built up roofs shall be allowed or constructed.
5. **Exteriors:** All exteriors of residences within Colony Brook must be approved by the Committee in writing. All exterior color schemes must be approved by the Committee in writing and must be comparable with the other structures in Colony Brook. The exteriors of all residences, buildings, fences, structures and other improvements on a lot shall be maintained in a quality and manner comparable in harmony with other buildings in Colony Brook.
6. **Garages:** No garages shall be constructed except as an integral part of the residence it is intended to serve unless the Committee deems it architecturally impossible. Where a garage is not a part of a residence, it shall not be located closer than fifteen (15) feet from the front line of the building site, measured at the closest point to said line.
7. **Repainting:** The Homeowners Association shall not have the responsibility for repainting and or re-staining the exterior of any of the residence, fence or other structure except where, in the judgment of the Board of Directors it is required. Lot owners shall repaint or re-stain their residence, fence or other structure as required to maintain an appearance comparable with the other residences. The repainting or re-staining shall be the same as the original color applied or a different color as approved by the Committee.
8. **Entry Upon Adjoining Lots:** Each homeowner shall have the right, upon forty eight (48) hours written notice to the owner of the adjoining property owner to enter upon the adjoining property if necessary to paint, stain or repair the wall of their house. The homeowner entering upon the property of an adjoining lot will be responsible for the like or equal repair or replacement for any damage caused to the adjoining property due to the entry.
9. **Time to Complete Construction:** The construction, repair or maintenance work of all buildings and structures shall be diligently pursued from the commencement of construction until completion, including painting and trim. Construction once started shall be completed from an exterior aesthetics viewpoint within ten (10) months from start of construction.
10. **Elevations:** The highest point of any structure shall not exceed twenty-three (23) feet above the ground level existing at the time of execution of these covenants. Ground level shall be measured at the center of the building. The highest point of any structure shall include the peak of any roof or facade but shall not include any chimney whose dimensions do not exceed two (2) feet by three (3) feet projecting

not more than four (4) feet above any other portion of the structure.

### **PROHIBITED AND PERMITTED USES**

All property in Colony Brook shall be used solely and exclusively for private, one family residences, with appurtenant garages as hereinafter provided. There shall not exist on any lot at any time more than one residence. Use of all property in Colony Brook is subject to the restrictions as set out in these Covenants.

### **TEMPORARY STRUCTURES**

No temporary structure shall be permitted in Colony Brook. No building or structure of any type or kind shall be moved onto any lot within Colony Brook from any source. No trailer, shack, barn, temporary building, outbuilding, or guest house shall be erected on any of the lots in Colony Brook. No trailers, mobile homes, modular homes, pre-built, pre-fab or other such living structures shall be erected or maintained on a building site in Colony Brook. A resident may erect one small building per lot of permanent construction for storing tools or other materials which shall not be used for residence purposes and is not visible from the front of the lot. This building shall be constructed of material and quality comparable to the other structures within Colony Brook and shall not be larger than one hundred twenty (120) square feet in size.

### **SETBACKS**

1. **Front Setbacks:** No building or structure, including porches, garages or carports, but excluding steps, shall be erected, placed or maintained on any building site in Colony Brook less than fifteen (15) feet from the front line of the lot.
2. **Building Orientation:** All buildings or structures shall, in all cases face the front of the building site. In cases of corner building sites, a building may front on either of the two streets adjoining the property, and the setback line of 15 feet shall apply to the front of the sites.
3. **Side and Rear Setbacks:** No main building or structure, or any projection portion thereof, such as porches, chimneys, or bay windows shall be placed closer to any side site line than five (5) feet, nor closer to any rear site line than fifteen (15) feet. PROVIDED, however, that in the case of irregularly shaped lots, the Committee shall determine which line shall constitute the rear line.

### **DWELLING QUALITY AND SIZE**

No one story buildings shall be constructed on lots with a fully enclosed first floor area of less than one thousand (1000) square feet, exclusive of garage and open porches. No two story or higher buildings shall be constructed with a fully enclosed first floor of less than six hundred (600) square feet, exclusive of garage and open porches. No split level buildings shall be constructed with a fully enclosed first floor area of less than six hundred (600) square feet exclusive of garage and open porches.

### **LOT AREA AND WIDTH**

No dwelling shall be erected or placed on any lot having a width of less than thirty-five (35) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than thirty-five hundred (3500) square feet.

## **TREES AND SHRUBBERIES**

1. **Height:** Trees or shrubberies planted by property owners in a view area are to be limited in height to six (6) feet, and maintained by the owner of the lot on which they are planted so they will not restrict the view of other property owners. An exception to this covenant are trees which are used to screen a house or other structure and do not interfere with the view of the other property owners and may be as high as the screened structure.
2. **Views:** Lot owner(s) shall not permit a new or existing tree on their lot to obstruct the view of another lot. If the lot owner refuses to trim or top a tree which is obstructing another property owners view, the obstructed property owner may, on not less than fourteen (14) day's written notice, enter onto obstructing lot owners property and top or trim the tree at obstructed property owner's expense. No trimming shall reduce the height of any tree to less than six feet nor shall any tree be trimmed or cut except for the purpose of removing an obstruction to the view from any property.
3. **Weeds:** No weeds, underbrush, refuse piles, unused motor vehicles or other unsightly growths and/or objects shall be permitted to grow or remain on any lot.
4. **Government Requests:** Lot owners shall consent to any requests by government entities to allow trimming or cutting of trees and foliage bordering the lots and to allow access to the lots to facilitate the trimming or cutting of trees or foliage bordering the lots.
5. **Landscaping:** All landscaping shall be installed within ten (10) months of the completion of construction of a residence on such property. The height, type design and approximate location of trees and shrubberies shall be reviewed by the Committee and approved in writing.
6. **Green Belt Areas:** All trees and shrubberies surrounding lots shall be maintained so they do not obstruct any views of any other lots. The cost of maintenance, trimming and topping the trees and shrubberies shall be shared equally by the all lot owners based upon the number of lots owned.
7. **Solar Gain:** No vegetation shall be allowed to block solar gain from neighboring residences, excepting deciduous trees that may provide shade in the summer season.
8. **Remedies:** In the event any owner of any lot in Colony Brook fails or refuses to keep his/her lot free from weeds, underbrush, unsightly growths, fails to trim shrubs or trees or violates any other covenant herein, and the Board is forced after proper written notice, to enter upon the lands and remove or correct the covenant violation, a real property lien shall arise and be created in favor of Colony Brook and against the affected lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the owner is billed for the removal or correction. The Board may file the real property lien if the owner has not paid the bill within thirty (30) days from the date billed. This lien shall be appurtenant to and run with the land until paid.

## **FENCES, WALLS AND HEDGES**

1. **Height:** No fence, wall or hedge shall be erected until the height, type, design and approximate location is reviewed by the Committee and approved in writing. The height of all fences, walls or hedges shall be limited to six (6) feet in height. The heights or elevations of any fence, wall or hedge shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to the heights are to be determined by the Committee. All fences, walls and hedges shall be at least five (5) feet from the street.
2. **Obstructions:** No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
3. **Repairs:** A home owner may replace or repair an existing fence without seeking approval of the Committee if the repair or replacement does not alter the style, color, size, location or any other aspect of the fence. Any change which alters the look, style, size, color or any other aspect of the fence requires the approval of the Committee.
4. **Remedies:** In the event any owner of any lot in Colony Brook fails or refuses to comply with these covenants, and the Board is forced after proper written notice, to enter upon the lands and remove or correct a covenant violation, a real property lien shall arise and be created in favor of Colony Brook and against the affected lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the owner is billed for the removal or correction. The Board may file the real property lien if the owner has not paid the bill within thirty (30) days from the date billed. This lien shall be appurtenant to and run with the land until paid.

#### REFUSE DISPOSAL

1. **Storage of Rubbish:** No lot shall be used or maintained in whole or in part for the storage or dumping of rubbish of any character whatsoever. No lot owner shall allow storage of any property or thing that will cause such lot to appear unclean or untidy or which would appear obnoxious to the eye. No substance, thing or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
2. **Sanitary Containers:** No trash, litter, garbage, junk, or any other clutter may be allowed to accumulate on the property. Trash, garbage, waste, rubbish, refuse or any other type of waste shall be kept only in sanitary containers. The sanitary containers shall not be stored in view of the street and will be placed curbside only for the purposes of removal by the sanitation department.
3. **Remedies:** In the event any owner of any affected property fails or refuses to keep the premises free from trash, litter, garbage, junk, refuse piles, unused motor vehicles, or any other type of waste, the Board may, following at least fourteen (14) day's written notice, enter upon the lands and remove the same at the expense of



the owner of such affected property and such entry shall not be deemed a trespass. In the event of such a removal a lien shall arise and be created in favor of Colony Brook and against the affected lot for the full amount chargeable to the lot and that amount shall be due and payable within 30 days after the owner is billed for the removal. The board may file the real property lien if the owner has not paid the bill within thirty (30) days from the date billed. The lien shall be appurtenant to and run with the land until paid.

#### **NUISANCES**

1. **Activities:** No noxious activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to anyone in Colony Brook.
2. **Storage:** Clotheslines, equipment, woodpiles, tool sheds, material storage and other like items shall not be visible to other residences or from the street. All such items shall be permitted only if concealed by hedges, lattice work or screening acceptable to the Committee.
3. **Antennae:** There shall no external television, radio, shortwave or citizens band antennae, free standing antennae towers or similar equipment of any kind on any of the properties. Satellite reception dishes are acceptable without further approval as long as the reception dish does not violate any other section of these covenants. Antennae required by employment such as police, fire or emergency service personnel may be approved by the Board on a case by case basis.
4. **Remedies:** In the event any owner of any lot in Colony Brook fails or refuses to comply with these covenants, and the Board is forced after proper written notification, to enter upon the lands and remove or correct a covenant violation, a real property lien shall arise and be created in favor of colony Brook and against the affected lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the lot owner is billed for the removal or correction. The Board may file the real property lien if the owner has not paid the bill within thirty (30) days from the date billed. The lien shall be appurtenant to and run with the land until paid.

#### **AUTOMOBILES**

1. **Parking:** All vehicles shall be parked inside garages or in the driveway of each applicable residence. No car parts, appliances, immobilized or immobile vehicles shall be placed or stored upon any lot or any public way. No commercial vehicles of any kind other than a passenger automobile, station wagon, or pick up truck the size 3/4 ton or less shall be parked or stored except such of the same as may be reasonably incident to services being performed and deliveries being made on the property or which may be parked in a closed garage.
2. **Repair or Maintenance Work:** No outdoor mechanic work or restoration of vehicles will be done within Colony Brook that will create an unkempt appearance on the owners property.
3. **Guest Parking:** No vehicle shall be parked within the either paved or unpaved portions of the road easement areas within Colony Brook. Property owners having a party or temporary extra guests may utilize such areas for parking for a period not to exceed ten (10) days but no such parking may obstruct use of the road for road purposes. Guest RV or trailer parking may be permitted in the driveway of the



person being visited. This is not to exceed seven (7) days.

4. **Commercial Vehicles:** No commercial vehicles and no trucks, except as noted in paragraph 1, may be parked on a continuous basis within Colony Brook except in the RV storage area. No Recreational Vehicles, trailers, campers, boats, boat trailers or utility trailers may be parked in Colony Brook except in the RV storage area. These aforementioned items may be parked in a residence driveway for not more than twenty-four (24) continuous hours for the purposes of loading and unloading.
5. **Speed Limit:** The road speed shall be a maximum of fifteen (15) miles per hour in Colony Brook.
6. **Remedies:** In the event any owner of any lot in Colony Brook fails or refuses to comply with these covenants, and the Board is forced after proper written notification, to enter upon the lands and remove or correct a Covenant violation, a real property lien shall arise and be created in favor of colony Brook and against the affected lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the lot owner is billed for the removal or correction. The Board may file the real property lien if the owner has not paid the bill within thirty (30) days from the date billed. The lien shall be appurtenant to and run with the land until paid. The Board may file the real property lien if the owner has not paid the bill within thirty (30) days from the date billed. The lien shall be appurtenant to and run with the land until paid.

#### UTILITIES

All utility services shall be underground.

#### ANIMALS

1. **Livestock:** No animals, livestock or poultry or any farm animals of any kind shall be kept, raised or bred on any lot or common area within Colony Brook.
2. **Pets:** Property owners may keep household pets such as dogs or cats provided they are not kept, bred, or maintained for any commercial purposes. Pets must be maintained so as not to cause problems to other lot owners. Pets must be contained to the owners lot. Owners are responsible for any damages caused by their pets to other lot owners property. Pet owners shall be responsible for the cleanup of any dropping caused by their pets.

#### SIGNS

No signs of any kind or for any use shall be erected or maintained on any lot or common area within Colony Brook with the following exceptions:

1. For sale or for rent signs
2. Public notices pertaining to the lot as required by law
3. One professional sign of not more than one (1) square foot
4. Construction notices as required by law.
5. Political signs of reasonable size which must be removed not later than one (1) day after the day of voting.

#### USE AREA EASEMENTS

1. **Use Easements:** Each use area will allow adjacent property owners access to the area illustrated, and the right to place within the area improvements including, but not limited to the following:
  - i. Driveways for access to developed garages and storage areas.
  - ii. Sidewalks for access to residences and yard areas.
  - iii. Utility lines to serve residences.
  - iv. Eaves and architectural features as depicted on building plans as approved by the Committee.
  - v. Landscaping and rockeries as illustrated on the development plans as approved by the Committee.
  - vi. Fences for the provision of privacy and screening.
  - vii. Such other features and improvements as considered appropriate by the Committee and illustrated on their approved plans.
2. **Easement Restrictions:** In addition to these rights, the use easement area contains restrictions on the installing party to include but not limited to the following:
  - i. The responsibility to maintain, in good conditions at all times, any and all improvements, utilities and facilities as may be placed within the easement area as illustrated on plans approved by the Committee.
  - ii. A restriction prohibiting the location of any see through or opening windows within the walls of a future residential structure that abut and are contiguous with the use easement area.
  - iii. The responsibility to restore, in accordance with the approved development plan, the use easement area immediately upon completion of any maintenance, installation or removal of utilities or other facilities and features allowed to be placed within the area in accordance with the approved development plans. Failure to restore the area to its improved condition within two (2) weeks of completion of work will allow the Board to contract for the completion of the restoration work and lien the property of the installing owner to ensure prompt payment for the restoration work.

#### **HOMEOWNERS ASSOCIATION**

1. **Established:** There is hereby established by this covenant a Colony Brook Homeowners Association (hereinafter the Association).
2. **Membership:** The Association shall consist of the owners of each lot in Colony Brook.
3. **Voting Rights:** Each owner shall be entitled to one vote per lot owned. In the case of joint owners of any lot any of the owners may vote but this is limited to one vote per lot owned. The vote of the voting owner, in the case of joint ownership, is

binding on the other owners of the subject lot.

4. **Board of Directors:** The Association Members shall elect a Board of Directors, (herein known as the Board), to govern the Association, hold meetings and enforce these covenants. The Board of Directors shall be comprised of three (3) members, each of whom must own and reside in one of the above described properties, chosen by a majority vote of the Association to serve as President, Vice President and Secretary/Treasurer of the Association. Board Members shall be elected annually at a meeting of the Association held in August of each year.
5. **Terms:** Members of the Board shall serve for one calendar year and may serve consecutive terms as elected or until they are voted out. In the event any member is unable to complete their term of office for any reason there shall be a special election held to elect a successor.
6. **Compensation:** Board members shall be exempt from Colony Brook Home Owner Association dues during their tenure. No Board Member shall be entitled to any other compensation for services performed as part of their official duties.
7. **Duties:** It shall be the duty of the Board to enforce these covenants to the fullest extent allowed by Washington State law for the benefit of all Association members. In addition the Board has the following rights and duties:
  - i. To pursue and defend legal actions in the Associations name to enforce these covenants.
  - ii. To pursue collection of Association dues.
  - iii. To pursue collection of liens and assessments.
  - iv. To file real property liens against lots in Colony Brook for the owners failure to obey these covenants or for failing to pay Association dues, liens or assessments when due.
  - v. To remove rubbish, trash or other waste pursuant to these covenants.
  - vi. To remove weeds, nuisances or obnoxious odors pursuant to these covenants.
  - vii. To perform any act necessary to enforce these covenants.
8. **Intent:** The purpose of the Board is to work with the Committee and the Association to enforce these covenants and work to improve Colony Brook.
9. **Meetings:** The Board shall meet at least monthly with any Association member being able to attend as they desire. Notice of meetings shall be announced by any of the following: posting notices, mailing the notices with monthly statements, through telephone calls or word of mouth. Association members may submit items for the agenda and take part in the discussion of any of the agenda items.

The Association will meet at least once a year in August. This meeting will be for the election of officers to the Board and any other business as submitted to the Board. The Board may call special meetings as required to conduct business that affects Colony Brook. Notification of special meetings will be via flyer, telephone or personal contact.

### COMMON AREAS

1. **Defined:** Common areas, as shown on the face of plat map for Colony Brook shall be maintained by the Association and will include the following:
  - i. The front entry both East and West of the Plat road being part of Tract A.
  - ii. The island in the entry boulevard with landscaping.
  - iii. The island in the northern end of the road with landscaping, gazebo and mailboxes.
  - iv. The recreational vehicle storage area, being a part of Tract A.
  - v. The holding pond for storm water control, being part of Tract A.
  - vi. The playground area with current equipment being part of Tract A.
  - vii. The open space along the creek, to be left in its natural state and not to be developed further being a part of Tract A.
2. **Storage in Common Areas:** There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board except as herein or in the Bylaws expressly provided.
3. **Restrictions on Use:** Nothing shall be done or kept in the Common Areas which will increase the rate of insurance without the prior written consent of the Board. No member shall permit anything to be done or kept in the Common Areas which will result in the cancellation of insurance, or which would be in violation of any law. No waste shall be stored or generated in the common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. If a violation can be identified to a specific homeowner, said homeowner will be responsible for the correction of the violation in accordance with the by-laws.

### SIDEWALK IMPROVEMENTS

Colony Brook is subject to the costs of sidewalk improvements along Fairgrounds Road. In the event that the Kitsap County Engineer determines that sidewalk improvements are necessary, the Association shall bear Colony Brook P. U. D. Share of the cost of such improvements.

### ANNEXATION

1. **Additional Area:** Other residential property and Common Areas can be added to Colony Brook if two thirds (2/3) of the Association members consent.
2. **Current development:** The holding pond has been developed to accommodate an additional twenty (20) acres to the East. The RV storage has been developed to accommodate more than the current lots in Colony Brook.

### ASSESSMENTS, LIENS AND ENFORCEMENT

1. **Monthly Assessments:** Each lot owner is deemed to covenant and agree to pay the Association monthly assessments.



2. **Use of Assessments:** The assessments levied by the Association are to be used exclusively to promote the recreation, peace, health, safety and welfare of the residents and to maintain the Common Areas of Colony Brook.
3. **Annual Review:** The monthly assessment shall set annually at a meeting of owners held in August of each year. In no event will the monthly assessment be less than fifteen dollars (\$15.00) per month. Assessments shall be approved by a simple majority vote of the Association members present at the annual meeting.
4. **Special Assessments:** Special assessments may be necessary from time to time to carry out these covenants. The Board may place a Special Assessment on the monthly meeting agenda to be voted upon by the Association members. Such Special Assessments approved by the Association shall become a lien against the lots in Colony Brook. This lien shall be appurtenant to and run with the land until paid. Special Assessments shall be collected and enforced in the same manner as monthly assessments.
5. **New Owners:** Any person or organization purchasing a lot or house in Colony Brook shall begin making Association due payments on the fifteenth (15<sup>th</sup>) day of the month following the purchase.
6. **Liens:** All assessments approved by the Association are real property liens against the lots in Colony Brook. The Board may file a real property lien with the Kitsap County Auditor on any lot when the owner has failed to pay his/her assessment within thirty (30) days from the date due. This lien shall be appurtenant to and run with the land until paid.
7. **Late Fees:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. Any assessment not paid within fifteen (15) days after due date shall be subject to a late charge of five dollars (\$5.00).
8. **Foreclosure of Liens:** In order to collect monthly and special assessments past due, the Board may initiate a lawsuit against a lot owner or foreclose the lien against the lot that exists when an assessment is thirty (30) days past due.

#### **COVENANTS RUN WITH THE LAND**

1. **Appurtenant to:** These covenants shall be appurtenant to and will run with the described properties and be binding on the heirs, successors and assigns of the above described owners in ownership of the above described properties.
2. **Future Covenants:** Future covenants may be added or existing covenants may be revised as approved by a majority of the owners. If for any reason a current owner refuses to approve the new or revised covenants they will be held, until their property passes to a new owner, to all conditions of the covenants currently in force before the new or revised covenants are enacted.

#### **ENFORCEMENT**

1. **Suits to Enforce:** If any owner of a lot governed by these covenants violates any of the covenants in this instrument, it shall be lawful for the Committee, the Board or any benefitted property owner to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, to prevent him/her from violating these covenants, to recover damages for the violation of these



covenants, to collect assessments or to foreclose a lien.

2. **Attorney Fees & Costs:** In the event any party to these covenants shall seek to enforce these covenants or any duties or obligations arising out of these covenants, by legal proceedings, then the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
3. **Headings:** Headings in this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this agreement.
4. **Independent Counsel:** Owners acknowledges that, prior to executing these Covenants, and at their own expense, that they have had the opportunity to consult with an attorney of their own choosing for advise and counseling by said attorney concerning owner's rights and obligations hereunder.
5. **Modification, and Waiver:** There are no verbal or other agreements which modify or affect these Covenants. THESE COVENANTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER CONTAINED IN IT AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, COVENANTS, REPRESENTATIONS AND UNDERSTANDINGS OF THE PARTIES. No supplement, modification or amendment of these Covenants shall be binding unless executed in writing by all owners.
6. **Notices:** Any notice required to be given hereunder shall be deemed sufficiently given if sent by registered or certified mail to the last known address of Owner.
7. **Signatures:** If the parties signing this agreement are other than listed lot owner (s), they hereby warrant that they are authorized to bind the named parties to the terms of this agreement.
8. **Bifurcation:** If any part of these covenants is found to be invalid it shall not affect the remainder of the covenants .
9. **Jurisdiction & Venue:** These covenants shall be construed in accordance with, governed by the laws of the State of Washington. Venue and Jurisdiction for any suit filed to enforce these covenants shall be in Kitsap County Superior Court.