

WHEN RECORDED RETURN TO:

Gilbane Development Company
7 Jackson Walkway
Providence, RI 02903
Attn: Russell Lindquist



201105240062
Skagit County Auditor

5/24/2011 Page 1 of 4 1:42PM

Chicago Title Insurance Company

425 Commercial Street, Mount Vernon, Washington 98273

DOCUMENT TITLE(s)

1. FIRST AMENDMENT TO DECLARATION AND COVENANTS
- 2.
- 3.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

200811260100

Additional numbers on page _____ of the document

GRANTOR(s):

1. GP ANACORTES, LLC
- 2.
- 3.

Additional names on page _____ of the document

GRANTEE(s):

1. POOL
- 2.
- 3.

Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

Complete legal description is on page _____ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**FIRST AMENDMENT
TO
DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS
SAN JUAN PASSAGE
ANACORTES, WA**

THIS FIRST AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Amendment") is made by GP ANACORTES, LLC ("Declarant") as of the 18 day of May, 2011.

RECITALS

Declarant is the owner of certain real property (the "Property") in Skagit County, Washington, legally described on Exhibit "A" hereto.

The Property is subdivided as SAN JUAN PASSAGE PUD (the "Plat") recorded November 26, 2008 under Auditor's File No. 200811260099, records of Skagit County, Washington, and any amendments, corrections or addenda thereto subsequently recorded from time to time.

Declarant subjected the Property to the Plat and that certain Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for San Juan Passage PUD dated as of November 26, 2008 and recorded in the records of Skagit County, Washington under Auditor's File No. 200811260100 on November 26, 2008 (the "Declaration").

Declarant wishes to amend the Declaration in accordance with this Amendment.

NOW, THEREFORE, pursuant to the authority granted to Declarant under Article 8 of the Declaration, and for the benefit of each and all of the Lots and the Owners, the Declaration is hereby amended as set forth herein.

1. Native Growth Protection Easement. In addition to the terms set forth in the Declaration, Lots 11 and 12 and any future Lots located in Tract L, as shown on the Plat (the "NPGE Property") are and shall be subject to the terms and conditions contained in that certain Native Growth Protection Easement Agreement dated as of May 5, 2011 and recorded in the records of Skagit County, Washington under Auditor's File No. 201105240061 on May 24, 2011, 2011 (the "NPGE Agreement"). All current and future Owners of any portion of the NPGE Property are and shall be bound by the terms and conditions of the NPGE Agreement and such Owners shall perform any and all necessary maintenance of the landscaping as described therein. In addition, notwithstanding anything to the contrary contained in the NPGE Agreement, the Owner of any portion of the NPGE Property shall be required to perform necessary pruning within the NPGE Zone, as defined in the NPGE Agreement, to maintain view corridors from the applicable portion of the NPGE Property to Guemes Channel approximating a 60% horizontal and vertical view of the water through the trees and shrubs, with an elevation not lower than the Lot curb-line elevation along Cutter Drive. Further, in the event the Association is required to repair or replace the two-rail cedar fence described in Section 2(a) of the NPGE

Agreement as a result of any acts or omissions of the Owner of any portion of the NPGE Property, such Owner shall reimburse the Association for any and all costs and expenses incurred by the Association in connection with such repair or replacement within thirty (30) days of such Owner's receipt of an invoice from the Association. Notwithstanding anything to the contrary contained in the Declaration, such two-rail cedar fence is hereby expressly permitted.

2. Maximum Height. The first sentence in Section 3.5 of the Declaration is hereby deleted and replaced with the following:

"All buildings or Structures shall be no higher than 35-feet in height, measured using the formulas provided in the City of Anacortes Zoning ordinance pertaining to this project, except for Lots 11 through 14 and future Lots in Tract L where structures shall be no higher than 20 feet in height and Lot 15 where structures shall be no higher than 25 feet in height, measured from the average curb elevation between lot lines along Cutter Drive to the highest point of the roof ridge of a sloping roof of minimum slope of 4:12."

3. Landscaping. In addition to the landscaping requirements set forth in the Declaration and the NPGE Agreement, all Owners shall maintain the landscaping on their Lots so as not to obstruct the views from all Lots to and through the Common Areas, NPGE Property, conservation easement and/or surrounding waters.

4. Tree Cutting. In addition to the conditions and restrictions contained in the Declaration, the cutting of trees within the NPGE Property is strictly prohibited unless approved in writing by the Board and, if required under the NPGE Agreement, the City of Anacortes.

5. Terms and Conditions. Except as otherwise expressly set forth in this Amendment, the Declaration shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall control.

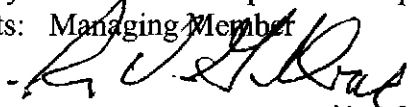
6. Definitions. Except as otherwise defined herein or as capitalized in ordinary usage, all capitalized terms used herein shall have the same meaning as set forth for such terms in the Declaration.

DATED this 18 day of May, 2011.

DECLARANT:

G P ANACORTES, LLC,
a Limited Liability Company

By: Gilbane Development Company
Its: Managing Member


By: Robert V. Gilbane
Its: Chairman

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 24 2011

Amount Paid \$
Skagit Co. Treasurer
By mm Deputy




201105240062
Skagit County Auditor

STATE OF RI)
) ss.
COUNTY OF PROVIDENCE)

The foregoing instrument was acknowledged before me this 18 day of May, 2011 by ROBERT GILBANE who was personally known to me or who provided sufficient proof of identity, as CHAIRMAN for Gilbane Development Company, a Rhode Island corporation, as Manager of GP Anacortes, LLC, a Rhode Island limited liability company, on behalf of said company.

Witness my hand and official seal.

(Notarial Seal)


Notary Public
My commission expires: 3/11/12

DANIEL P. STEVENSON
Notary Public
State of Rhode Island
My Commission Expires 03/11/2012



201105240062
Skagit County Auditor