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AFTER RECORDING RETURN TO:  
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TITLE OF DOCUMENT:	FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR TWIN BROOKS ADDING PHASE 1
AF# OF AFFECTED DOCUMENT:	201503180027
GRANTOR:	PW CREEK, INC., a Washington corporation
GRANTEE:	THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION:	TWIN BROOKS, PHASE 1, AF# <u>201510120064</u>
FULL LEGAL APPEARS:	P. 2

**FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR TWIN BROOKS**

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT TO ADD AN ADDITIONAL PHASE OF DEVELOPMENT KNOWN AS PHASE 1, TO CONFIRM BINDING EFFECT OF COVENANTS ON PHASE 1 PROPERTY AND TO CORRECT TECHNICAL ERRORS

THIS AMENDMENT is made this 7<sup>th</sup> day of October, 2015, by PW CREEK, INC., a Washington corporation ("Declarant").

WITNESSETH THAT:

A. WHEREAS, the Community's Declarant platted Twin Brooks in Mount Vernon, Skagit County, Washington and caused a Declaration of Covenants, Conditions, Restrictions and Reservations to be recorded in the land records of Skagit County, Washington, at Auditor's File No. 201503180027, to accompany the Plat Map for Twin Brooks Phase 2 which was contemporaneously recorded at Auditor's File No. 201503180026

B. WHEREAS, pursuant to Sections 3.3.2 and 17.6 of the Declaration of Covenants, the Declarant may unilaterally amend the Community's Governing Documents from time to time;

C. WHEREAS, in Section 3.3.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Community in up to 8 "Phases" by adding improvements to the Community and creating additional Lots, Common Areas, or Limited Common Areas within real property which could be added to the Community;

D. WHEREAS, the Declarant now wishes to exercise Development Rights and has created additional improvements, Lots and Common Areas as more particularly described below, all for the purpose of creating a Phase of Development known as "Phase 1", consisting of eleven (11) additional Lots and Tracts M, N, O, P, R along with additional common amenities, as described in Section 3.3.1(a) of the Declaration of Covenants; and

E. WHEREAS, pursuant to Section 17.4 of the Declaration, the Declarant may unilaterally amend the Condominium Instruments from time to time to correct technical errors.

F. WHEREAS, through inadvertence, certain technical errors existed in the Declaration or shown on the Survey Map and/or plans which the Declarant now wishes to correct.

NOW, THEREFORE, pursuant to and in compliance with Sections 3.3.2 and 17.4 of the Declaration of Covenants, the Declarant hereby amends the following Sections of the Declaration of Covenants, as follows:

1.2.1 Reference to Platting Documents for New Phase.

Concurrently herewith, the Declarant has recorded with the Auditor of Skagit County, Washington, at the Auditor's File Number referenced in Section 1.2.2 below, the "Plat of Twin Brooks Phase 1," which shows the location and dimensions of the new Lots, Tracts and Common Areas within the new Phase, together with other necessary information. This Plat Map, along with the initial map and any similar maps recorded to bring other phases of this Community into existence are hereinafter referred to as the "Platting Documents."

1.2.2 Legal Description of Land Burdened by Covenants.

In addition to the real property burdened by the original Declaration of Covenants, the Declaration of Covenants, as amended hereby, thus benefits and burdens the additional real property described as follows:

Lots 77-87, inclusive, and Tracts M, N, O, P & R, Plat of Twin Brooks, Phase 1, as per the Map thereof recorded at Auditor's File No. 201510120064, records of Skagit County, Washington.

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1.3.1 Covenants Applicable to Phase 1.

The Declaration of Covenants recorded at Auditor's File No. 201503180027, as amended, is declared to be and is hereby made perpetually binding on all the land included in the Plat of Phase 1, described in Section 1.2.1 hereof, to the same extent that said Declaration of Covenants applies to the real property included in all earlier Phases of this Community. All Lot Owners in the Plat of Phase 1, shall be members of Twin Brooks Community Association, having the same rights and responsibilities associated with such membership as apply to all other Lot Owners in the Community, including without limitation the rights to vote in said Community Association and the obligation to pay Common Expense Assessments to said Community Association. Twin Brooks Community Association shall be responsible for all Upkeep of the Common Areas situated in Phase 1.

1.3.2. Specific Purpose - Governance of Community.

The specific purpose of this Declaration of Covenants is two-fold: (1) to establish a flexible plan for the future development of the Community as hereinafter described; and (2) to develop and maintain an effective governance structure for the Community to facilitate its perpetual existence so that facilities, goods and services essential to the Upkeep of common property and to the well-being of the Occupants of the Community may be assured. The Community shall be governed in perpetuity by the Community Association described at Section 7.1 of this Declaration of Covenants.

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2.3. "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) Regular, Special and Specially Allocated Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account

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2.9. "Association" means the nonprofit corporation described in Section 7.1 hereof, incorporated at the direction of the Declarant to manage the Common Areas of this Community.

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4.3. Subdivision and Combination.

No Lot shall be subdivided by its Owner. Lots may be combined by their Owners, using lawful procedures for such purposes then in effect in the City of Mount Vernon. In the event that two or more Lots are combined, the resulting Lot shall have allocated to it all the Allocated Interests formerly allocated to the Lots affected by the combination.

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4.5.1. No Deviation from Plans - Noncompliance Deemed a Nuisance.

Any person obtaining approval of the ARC shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such person shall notify the ARC when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents shall constitute a nuisance and shall be removed or altered to conform to the Governing Documents by the Lot's Owner within thirty days after delivery to the Owner of a notice of the violation by the ARC.

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4.7. Alterations of Dwellings and Lots.

Any addition, alteration or improvement upon any Lot shall be consistent with the Declarant's original scheme, and shall be constructed in accordance with the building code and other ordinances of Island County. Nevertheless, subject to the provisions of this Declaration of Covenants and other provisions of law, a Lot Owner.

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5.1.3. The Native Growth Protection Areas located within Tracts A, H, N & Q, and any trails or other facilities that are or may be constructed therein.

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5.1.5. The retaining wall along the north and west sides of Lot 71, Phase 2, abutting Tract B and Lot 70 and the retaining wall on Tract R.

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5.1. Common Areas and Common Facilities.

The Common Areas and Common Facilities of the Community, which may also be referred to as "General Common Areas," consist of the following:

5.1.1. The Community's identification signage facilities located at its East entrance from Glacier Street.

5.1.2. The Phase 2 stormwater pond and the landscaping and fences that surround and enhance the appearance of the pond in Tract B, until such time as the pond's functional maintenance is accepted by the City of Mount Vernon, but no sooner than one (1) year following final plat approval for Twin Brooks Phase 2.

5.1.3. The Native Growth Protection Areas located within Tracts A, H, N & Q, and any trails or other facilities that are or may be constructed therein.

5.1.4. The Native Growth Buffer Areas consisting of easements burdening several Lots in the Community along their peripheral boundaries.

5.1.5. The retaining wall along the north and west sides of Lot 71, Phase 2, abutting Tract B and Lot 70 and the retaining wall on Tract R.

5.1.6. The rain garden landscaping in the middle of Twin Brooks Court.

5.1.7. Street trees within the Community.

5.1.8. The Phase 1 stormwater pond and the landscaping and fences that surround and enhance the appearance of the pond in Tract M, until such time as the pond's functional maintenance is accepted by the City of Mount Vernon, but no sooner than one (1) year following final plat approval for Twin Brooks Phase 1.

5.1.9. A Community Building and related facilities to be constructed on Tract "O".

5.1.10. Any and all other Tracts or areas depicted on the Platting Documents that have not been dedicated to public use, including areas of Lots burdened by easements depicted on the Platting Documents for drainage, support or other purposes.

5.1.11. The Declarant has reserved Development Rights to create additional Common Areas and facilities. An entrance sign will be constructed at its South entrance from Division Street. Additional stormwater facilities in may be constructed in Tracts J, K & L, along with additional landscaping and other features.

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5.5. Upkeep By Association.

The Association is responsible for all necessary maintenance, repair, and replacement of the Common Areas, including any Limited Common Areas. Provisions relating to Upkeep of the most important Common Areas, known as "Principal Common Amenities," appear in Article VI hereof. Natural Vegetation Buffers on the affected Lots shall be maintained by the Owners of such Lots, at their expense. The Association shall have the authority to perform any required maintenance that

an Owner fails to perform, and the costs so incurred by the Association shall constitute Specially Allocated Assessments against the affected Lot under Section 10.8 hereof.

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5.8. No Interference with Common Areas.

No Lot Owner shall obstruct any of the Common Areas nor shall any Lot Owner place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors.

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6.2.2. Upkeep of Private Portions of Drainage Facilities.

The private Drainage Facilities of this Community that are subject to Upkeep by the Association consist of rain garden facilities located in the middle of Twin Brooks Court at the rear of Lots 57, 67, 68, 69, and 70, and at the rear of future Lots 55 and 56 as shown on Exhibit C-1, and drainage ditches and swales located within easements located across and between the Lots. Stormwater is conveyed through such facilities to the public stormwater detention facilities located within Tract B. Additional stormwater facilities will be constructed in future phases within Tracts J, K & L; relevant detail concerning such facilities and their maintenance will be identified in the Future Phase Amendments to these Covenants that will be recorded concurrently with the Platting Documents for such future phases. Such additional stormwater facilities within Tracts J, K & L also will be accepted by the City at future dates following the platting of such future phases. All necessary Upkeep of the private components of the Stormwater System within the Community shall be conducted by the Association in accordance with the provisions of the Storm Water Maintenance Program that has been prepared by Declarant's engineers, and otherwise in accordance with the DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as the same may be updated from time. A copy of the Storm Water Maintenance Program is attached to this Declaration of Covenants as Exhibit E. The Association shall consistently engage the services of qualified contractors or personnel to perform Upkeep to the Stormwater System, and shall maintain provisions in its Budget to ensure that adequate funding shall always exist for such purposes.

6.2.3. Temporary Upkeep of Stormwater Detention Ponds.

The Stormwater Detention Ponds within Tracts B and M each consist of a Detention/Wet Pond area, an outlet structure and piping, and an emergency overflow path. Until the dedication of these facilities within Tracts B and M is accepted by the City after final inspection has been successfully performed and written notice has been provided to the Declarant, they shall be maintained by or at the expense of the Declarant. They shall be inspected once per year for defects

outlined in Volume V of the DOE Stormwater Manual, Chapter 4.6, Table 4.6 No. 1 - Detention Ponds and No. 2 Wet Ponds. Maintenance shall be performed to correct defects as outlined in Table 4.5.

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6.2.5. Upkeep of Other Common Facilities.

The Association will provide necessary Upkeep for street trees, landscaping around the stormwater ponds in Tracts B and M, the rain gardens that are located in the middle of Twin Brooks Court and within the westerly portions of Lots 67 through 70, the fences around Tracts M, N & P, the landscaping in Tract R, the Community Building and its parking and landscaped areas within Tract O, and any recreation facilities and/or other improvements constructed within the Common Areas. All the existing amenities are labeled on the Map attached hereto as Exhibit C-2 and on the Map attached to the Declaration as Exhibit C-1. Details of use of the Community Building and its parking area, and use of recreation areas, may be provided in Rules and Regulations adopted by the Board of Directors, or by a further amendment to this Declaration of Covenants, or by a combination thereof.

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7.2.2. Statutory Powers Exercised by Board of Directors.

The Association, through its Board of Directors, shall have all powers available to homeowners' associations under the Governing Law. Such powers are set forth with particularity in the Bylaws of the Association.

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8.3.1. General Authority.

The Board, for the benefit of the Community and the Owners, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Governing Law and this Declaration of Covenants that are not expressly subject to the approval of the Owners.

8.3.2. Incurring and Payment of Common Expenses.

The Board shall acquire and shall pay for, as Common Expenses, all goods and services that it deems necessary or desirable for the proper functioning of the Association. Without limitation, such Common Expenses may include:

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8.3.2.(g) If maintenance or repair to portions of any Dwellings or other portions of the Lots for which the Owner is responsible is reasonably necessary, in the opinion of the Board, to protect the Common Areas or to preserve the appearance and value of the Community, and the Owner of said Lot has failed or refused to perform such Upkeep as required by Section 4.4.1 of the Declaration of Covenants within a reasonable time after written notice of such failure has been delivered by the Board to the Owner, the Association may cause such Upkeep to be performed if no breach of the peace will be occasioned thereby. The cost of such maintenance or repair shall constitute a Specially Allocated Assessment against the Lot of such Owner, pursuant to Section 10.8 of the Declaration of Covenants.

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9.1.4.4. RV Parking.

Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels" off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 6,000 lbs in gross vehicle weight) or any other type of vehicle or equipment which exceeds 24 feet in length may not be stored, kept or maintained anywhere within the Community. Nevertheless, a Recreational Vehicle may be maintained within a Lot, if it is fully enclosed within a garage or an approved accessory structure, or if the Board determines that it has been otherwise substantially screened from view by approved fencing, dense vegetation or such other lawful means as may have been previously approved in writing by the Board. The Board may require removal of any vehicle or equipment not authorized by this Section; if it is not so removed, the Board may cause its removal at the risk and expense of the owner thereof, under such reasonable procedures as may be consistent with the provisions of RCW 46.55. Failure of an Owner or other occupant to remove such a vehicle or equipment from a Lot or the Common Areas may result in any or all remedies available to the Association under the Governing Documents. The Board may adopt additional rules and regulations regarding parking and storage of Recreational Vehicles.

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9.2.1. General Authority of Declarant and Board of Directors

To assure the health, safety and enjoyment of persons lawfully using any portion of this Community, and to promote visual harmony within the Community, the Architectural Review Coordinator ("ARC") shall have the power to enforce architectural control over the improvements constructed within the Community. Initially, as provided in Section 4.4 hereof and Section 9.2.2 below, the Declarant shall constitute or designate the ARC to perform such architectural control, and may regulate the external design, signage, appearance, construction, use and Upkeep of the Property in accordance with Design Guidelines adopted by the Declarant for this purpose. Following the





**EXHIBIT "C-2"**  
**MAP OF COMMON AMENITIES IN PHASE 1**

UNOFFICIAL DOCUMENT