

AFTER RECORDING RETURN TO:
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Skagit County Auditor \$75.00
2/25/2016 Page 1 of 3 3:12PM

TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR BEACHWOOD LANE
AF# OF AFFECTED DOCUMENT: 201510020010
GRANTOR: LG ANACORTES, L.L.C., (f/k/a BEACHWOOD LANE, LLC), a Washington limited liability company
GRANTEE: THE GENERAL PUBLIC

FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR BEACHWOOD LANE

PURPOSE: To Alter Provisions Dealing with Certain Wetland Areas

THIS AMENDMENT is made this 23rd day of February, 2016, by LG ANACORTES, L.L.C., (formerly known as BEACHWOOD LANE, LLC) a Washington Limited Liability Company ["Declarant"].

WITNESSETH THAT:

A. WHEREAS, the Declarant platted the Beachwood Short Plat in Skagit County, Washington and caused a Declaration of Covenants affecting all the Lots in said Short Plat, and other real property, to be recorded in the land records of Skagit County, Washington, at Auditor's File No. 201510020010,

B. WHEREAS, pursuant to Section 17.3 of the Declaration of Covenants, the Declarant may unilaterally amend the Community's Governing Documents from time to time; and

C. WHEREAS, it has become apparent that provisions of the Covenants dealing with certain designated Wetland Areas [Sections 5.1 and 5.5] require clarification in light of recent experience.

m# 20905

Land Title and Escrow

Accommodation only

NOW, THEREFORE, pursuant to and in compliance with Section 17.3 of the Declaration of Covenants, the Declarant hereby amends the following Sections of the Declaration of Covenants, as follows:

5.1. Common Areas - Beach Access.

The Common Areas of the Community consist of a one-eighth undivided interest in certain tidelands lying westerly of the Community, which are accessed by means of a twenty-foot access road shared with other individuals having rights of use of the beach and tidelands areas. The Declarant has caused its interest in such beach, beach access and tideland property to be conveyed to the Association, for the use and benefit of the Lot Owners. Such property is legally described on the attached Exhibit "A", and will be referred to hereinafter as the "Beach Property."

5.5. Protection of Delineated Wetland Areas.

The delineated off-site wetlands depicted on the Short Plat, with buffers that extend into Lots 7 and 9 therein, shall be maintained in a natural state by the Owners of such Lots. No clearing, grading, filling or logging, nor any building or construction of any kind, or planting of non-native vegetation is allowed within such areas absent the written approval of the City on a case by case basis, with the exception that some restorative planting is necessary in the Lot 9 buffer area as of the date of this Amendment to the Covenants. Said restorative planting on Lot 9 may require periodic maintenance. Such buffers will be treated as Native Growth Protection Areas on Lots 7 and 9. The Association is charged with responsibility to ensure ongoing compliance with such requirements.

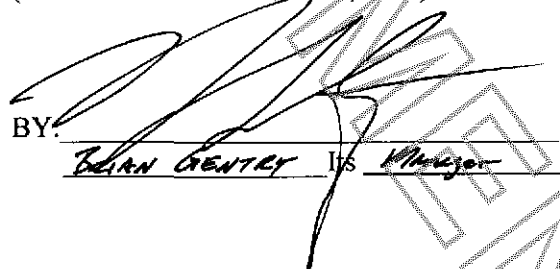
* * * * *

EXCEPT as modified by this Amendment, all of the terms and provisions of the Governing Documents are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Successor Declarant has caused this Amendment to be executed as of the date first written above.

DECLARANT: LG ANACORTES, L.L.C.
(f/k/a BEACHWOOD LANE, LLC)

BY:



BRIAN GENTRY Its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and that (s)he acknowledged it as the manager of the Declarant, LG ANACORTES, L.L.C. (f/k/a BEACHWOOD LANE, LLC) to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: February 23, 2016.

Kimberly D. Ryan
NOTARY PUBLIC in and for the State of
Washington. My commission expires:

12/2/17

