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Skagit County Auditor

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4/15/2016 Page

1 of

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AFTER RECORDING RETURN TO:  
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2200 RIMLAND DRIVE, SUITE 115  
BELLINGHAM, WA 98226  
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4-05-16

TITLE OF DOCUMENT:	SECOND AMENDMENT TO DECLARATION OF COVENANTS FOR TWIN BROOKS
AF# OF AFFECTED DOCUMENT:	201503180027
GRANTOR:	PW CREEK, INC.
GRANTEE:	THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION:	TWIN BROOKS, PHASE 3, AF# <b>201604150159</b>
FULL LEGAL APPEARS:	P. 2

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

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT TO ADD AN ADDITIONAL PHASE OF DEVELOPMENT KNOWN AS PHASE 3, TO CONFIRM BINDING EFFECT OF COVENANTS ON PHASE 3 PROPERTY, AND TO ADDRESS ADDITIONAL CONDITIONS IMPOSED BY THE CITY OF MOUNT VERNON

THIS AMENDMENT is made this 11<sup>TH</sup> day of APRIL, 2016, 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. Subsequently, the Declarant caused a Plat Map for Twin Brooks Phase 1 to be recorded at Auditor's File No. 201510120064, Records of Skagit County, Washington, along with a First Amendment to Declaration of Covenants, which was contemporaneously recorded at Auditor's File No. 201510120065.

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 3", consisting of twenty-three (23) additional Lots and Tracts J and S, 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 Governing Documents; it is necessary to amend other Sections of the Covenants to accommodate additional requirements of the City of Mount Vernon in relation to the Phase 3 property.

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 3," 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 and the First Amendment thereto, the Declaration of Covenants, as amended hereby, thus benefits and burdens the additional real property described as follows:

Lots 30 through 39, inclusive, Lots 40 through 48, inclusive, Lots 53 through 56 and Tracts J and S, Plat of Twin Brooks, Phase 3, as per the Map thereof recorded at Auditor's File No. 201604150158 records of Skagit County, Washington.

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1.3.1 Covenants Applicable to Phase 3. [Modified]

The Declaration of Covenants recorded at Auditor's File No. 201503180027, as amended by the First Amendment thereto recorded at Auditor's File No. 201510120065, is declared to be and is hereby made perpetually binding on all the land included in the Plat of Phase 3, 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 3 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 3.

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5.1. Common Areas and Common Facilities. [Modified]

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. [Subject to maintenance notes on the Plat of Phase 2 and Sections 6.2.2 and 6.2.3 of the Covenants, as amended].

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. [Subject to maintenance notes on the Plat of Phase 1 and in Sections 6.2.2 and 6.2.3 of the Covenants, as amended].

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

5.1.10. The Phase 3 stormwater pond and the landscaping and fences that surround and enhance the appearance of the pond in Tract J, 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 3. [Subject to maintenance notes on the Plat of Phase 3, and Sections 6.2.2 and 6.2.3 of the Covenants, as amended].

5.1.11. The private road shown on the Plat for Twin Brooks Phase 3, known as "Lupine Drive", located within Tract S.

5.1.12. 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.

5.1.13. 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 K & L, along with additional landscaping and other features.

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6.2.3. Temporary Upkeep of Stormwater Detention Ponds. [Modified]

The Stormwater Detention Ponds within Tracts J, 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 J, 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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6.2.2. Upkeep of Private Portions of Drainage Facilities. [Modified]

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 30-33, 53-57, 67, 68, 69, and 70 as shown on Exhibits C-1, C-2 and C-3, 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 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 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 the 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.

6.2.5. Upkeep of Other Common Facilities. [Modified]

The Association will provide necessary Upkeep for street trees, landscaping around the stormwater ponds in Tracts J, 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 J, M, N & P, Tract S, 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-3, on the Map attached to the Declaration of Covenants as Exhibit C-1, and on the Map attached to the First Amendment to the Declaration of Covenants as Exhibit C-2. 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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9.1.4.2. Parking Restrictions on Some Public Roads. [Modified]

Parking is prohibited on 1) the south side of Glacier Street from the East Phase 2 boundary to Twin Brooks Drive; 2) the East side of Twin Brooks Drive; 3) all of Twin Brooks Court; 4) the East side of Timberland Loop from the North Phase 3 boundary to Twin Brooks Drive; 5) all of Lupine Drive. The "No Parking" areas described herein shall remain in perpetuity unless

the City's Public Works Director removes or relocates these areas using his/her authority provided in MYMC 10.201.190 as it is currently written or as it may be amended in the future.

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16.5. Easements Shown on Platting Documents.

16.5.1. General Reservation. [No change]

Any easement shown on the Platting Documents which benefits one or more Lots in the Community or which benefits any real property not included within the Community, confer various rights and benefits upon the owner(s) of such real property, and may also impose obligations upon the Association.

16.5.2. Specific Reservations [Nonexclusive]. [New Subpart (h) added]

(a) through (g) [No change]

(h) Easements in favor of the Association are reserved over the rear of Lots 30-33 and Lots 53-56, to facilitate maintenance and inspection of the rain gardens located within those areas, in the locations depicted on the Plat of Twin Brooks, Phase 3.

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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 Declarant has caused this Amendment to be executed as of the date first written above.

Declarant:  
PW CREEK, INC.

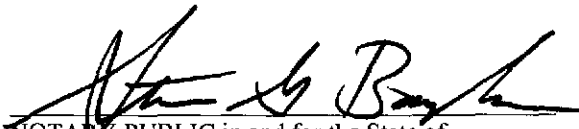
BY:   
Brian Gentry, its President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

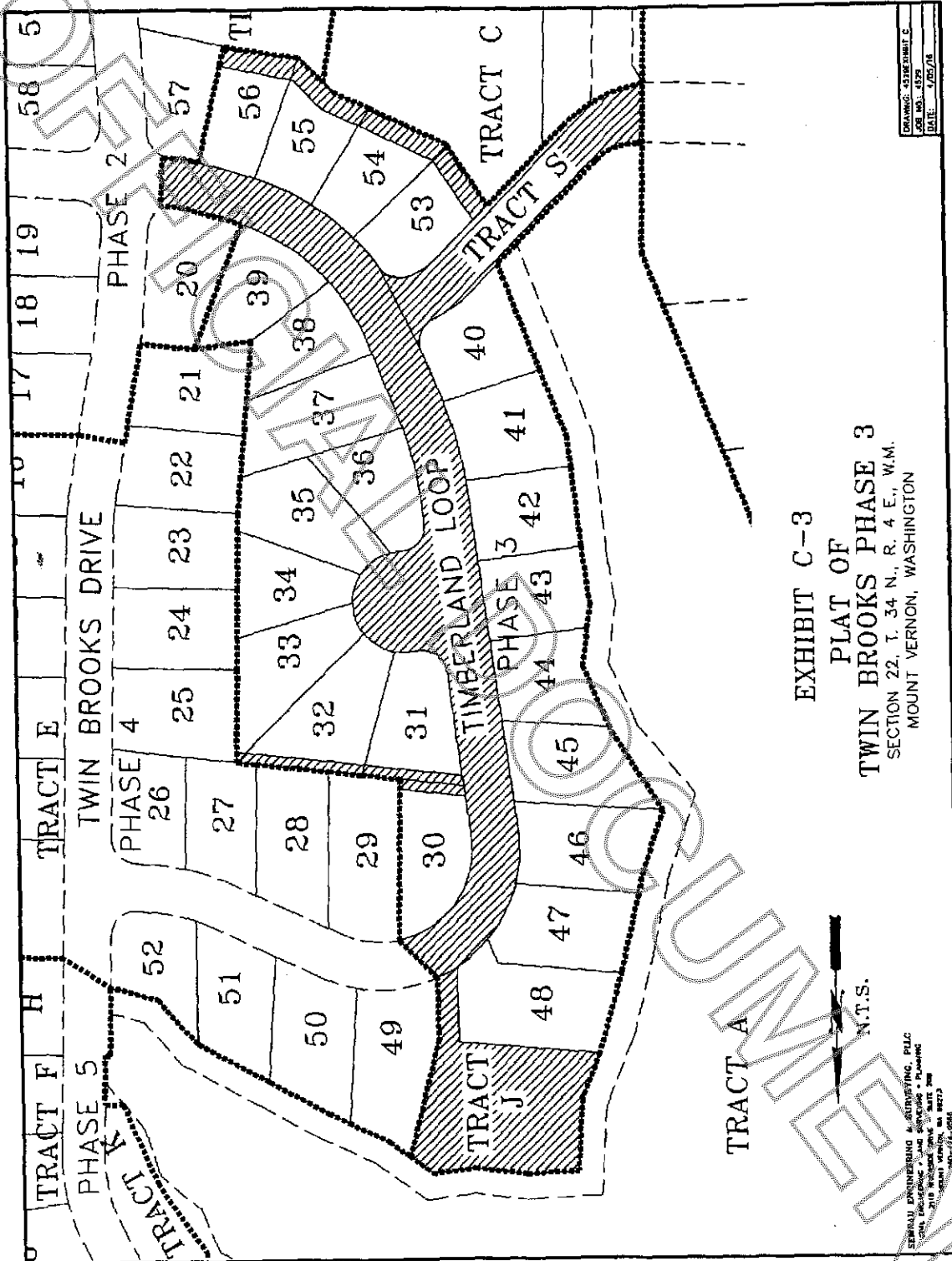
I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and that (s)he acknowledged it as the President of the Declarant, PW CREEK, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: APRIL 11<sup>TH</sup>, 2016.

**STEVEN G. BAUGHN**  
STATE OF WASHINGTON  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES  
01-29-18

  
NOTARY PUBLIC in and for the State of  
Washington. My commission expires:  
01-29-2018

**EXHIBIT "C-3"**  
**MAP OF COMMON AMENITIES IN PHASE 3**



**EXHIBIT C-3**  
**PLAT OF**  
**TWIN BROOKS PHASE 3**  
 SECTION 22, T. 34 N., R. 4 E., W.M.  
 MOUNT VERNON, WASHINGTON

DRAWING: 43122 PHASE C  
 JOB NO.: 4329  
 DATE: 4/25/15

SEBRALDI ENGINEERING & ARCHITECTURE, PLLC  
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