

AFTER RECORDING RETURN TO:
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Skagit County Auditor \$78.00
2/14/2017 Page 1 of 6 2:39PM

1-11-17

TITLE OF DOCUMENT: FOURTH 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 5, AF# 201702140050
FULL LEGAL APPEARS: P. 2

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

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT TO ADD AN ADDITIONAL PHASE OF DEVELOPMENT KNOWN AS PHASE 5, TO CONFIRM BINDING EFFECT OF COVENANTS ON PHASE 5 PROPERTY

THIS AMENDMENT is made this 11th day of January, 2017, 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. Further, Declarant caused a Plat Map for Twin Brooks Phase 3 to be recorded at Auditor's File No. 201604150158, along with a Second Amendment to Declaration of Covenants, which was contemporaneously recorded at Auditor's File No. 201604150159. Said Plat Map for Twin Brooks Phase 3 was subsequently re-

recorded at Auditor's File Number 201604210098, to correct the description for Easements and add Easement File Numbers to the Map. Subsequently, the Declarant caused a Plat Map for Twin Brooks Phase 4 to be recorded at Auditor's File No. 201608010238, records of Skagit County, Washington, along with a Third Amendment to Declaration of Covenants, which was contemporaneously recorded at Auditor's File No. 201608010237.

B. WHEREAS, pursuant to Sections 3.3.2 and 17.4 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 5", consisting of ten (10) additional Lots, Tracts A, C, H (Revised), K, L (Revised) and Q (Revised) along with additional common amenities, as described in Section 3.3.1 of the Declaration of Covenants.

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 5," which shows the location and dimensions of the new Lots 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 previous Amendments thereto, the Declaration of Covenants, as amended hereby, thus benefits and burdens the additional real property described as follows:

Lots 1 through 10, inclusive, and Tracts A, C, H (Revised), K, L (Revised) and Q (Revised), Plat of Twin Brooks, Phase 5 as per the Map thereof, recorded at Auditor's File No. 201702140050, records of Skagit County, Washington.

Following the recordation of this Amendment, the real property burdened by the original Declaration of Covenants, as amended, is described as follows:

Lots 1 through 72, and 77 through 87, inclusive, and Tracts A, B, C, D, E, F, G, H (Revised), J, K, L (Revised), M, N, O, P, Q (Revised), R, S, and T, Plat of Twin Brooks, as per the Map thereof recorded at Auditor's File No. 201503180026, as amended, records of Skagit County, Washington.

1.3.1 Covenants Applicable to Phase 5. [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 and by the Second Amendment thereto recorded at Auditor's File No. 201604150159, and by the Third Amendment thereto recorded at Auditor's File No. 201608010237, is declared to be and is hereby made perpetually binding on all the land included in the Plat of Phase 5, 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 5 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 5.

5.1.3 [Modified]: The Native Growth Protection Areas located within Tracts A, C, H (Revised), N, Q (Revised) and T and any trails or other facilities that are or may be constructed therein.

5.1.13. [Modified] The Declarant has reserved Development Rights to create additional Common Areas and facilities.

5.1.14. The Phase 5 stormwater pond and the landscaping and fences that surround and enhance the appearance of the pond and drainage facilities in Tracts K and L (Revised), 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 5. [Subject to maintenance notes on the Plat of Phase 5, and Sections 6.2.2 and 6.2.3 of the Covenants, as amended hereinafter].

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. 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.

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

The Stormwater Detention Ponds and related drainage areas within Tracts B, J, K, L (Revised) and M consist of Detention/Wet Pond areas, outlet structures and piping, and emergency overflow paths. Although these facilities have been dedicated to the City of Mount Vernon, the Declarant is required to provide regular maintenance to all such facilities for a period of no less than one year from the date of the recordation of the Plat in which such facilities are located. Such facilities 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.

6.2.5. Upkeep of Other Common Facilities. [Modified]

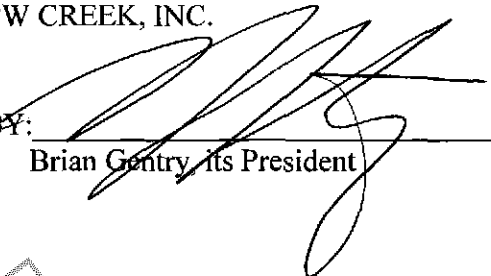
The Association will provide necessary Upkeep for street trees, fencing (if any), landscaping in and around the stormwater ponds in Tracts B, J, K, L (Revised) and M, the level spreaders that are in Tracts K and L (Revised), the rain gardens that are located in the middle of Twin Brooks Court and within the westerly portions of Lots 67 through 70, the fences in and/or around Tracts H (Revised), J, M, N, P, Q (Revised) & T, 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-5, on the Map attached to the Declaration of Covenants as Exhibit C-1, on the Map attached to the First Amendment to the

Declaration of Covenants as Exhibit C-2, on the Map attached to the Second Amendment to the Declaration of Covenants as Exhibit C-3 and on the Map attached to the Third Amendment to Declaration of Covenants as Exhibit C-4. 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.

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.

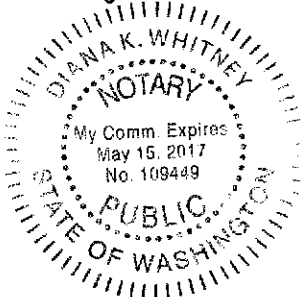
BY: 


Brian Gentry, its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

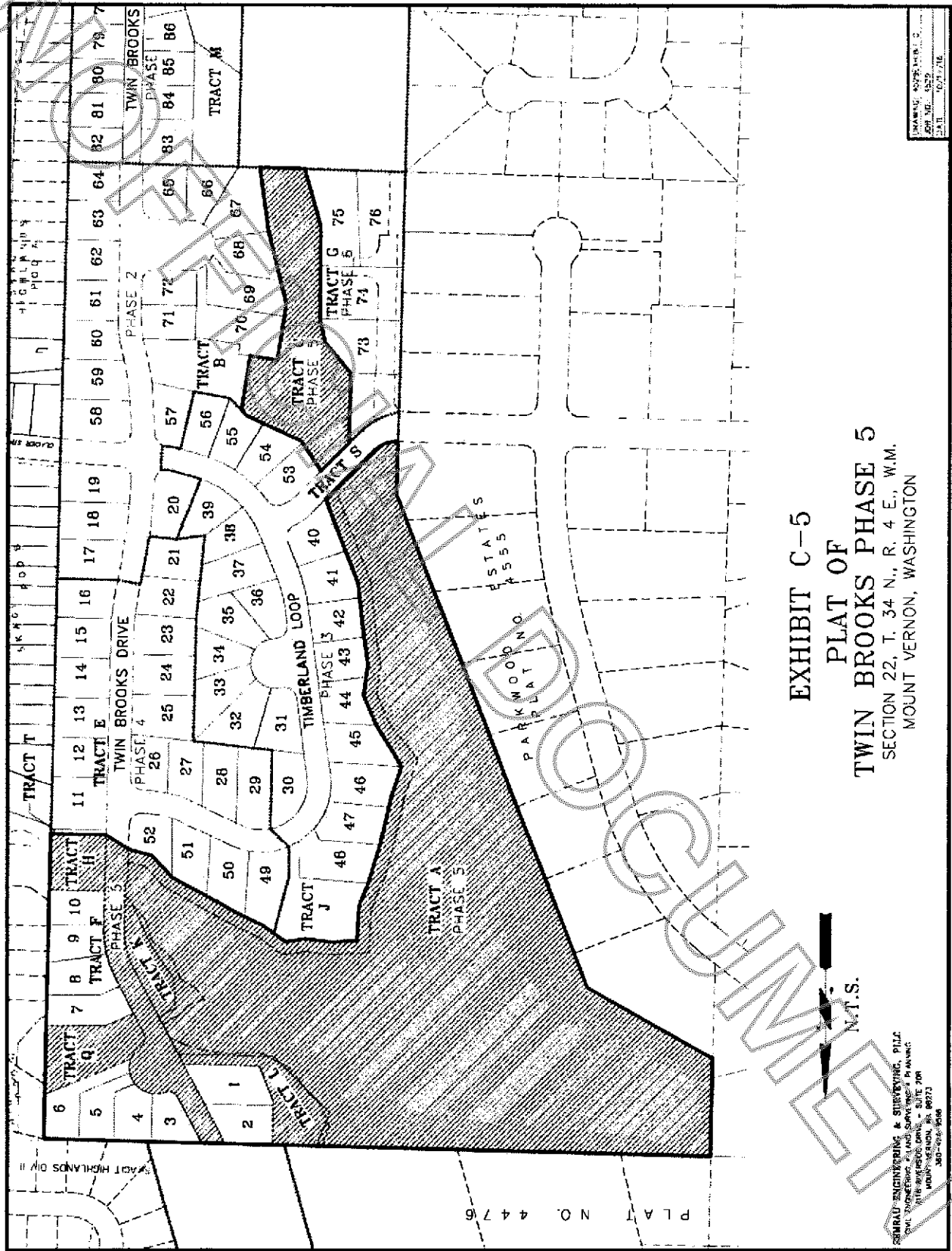
I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and that (s)he acknowledged it as the President of the Declarant,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

DATED: January 11th, 2017.





NOTARY PUBLIC in and for the State of
Washington. My commission expires:
15 MAY 2017



PLAT NO. 4476

EXHIBIT C-5
PLAT OF
TWIN BROOKS PHASE 5
 SECTION 22, T. 34 N., R. 4 E., W.M.
 MOUNT VERNON, WASHINGTON



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