



201906260038

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Skagit County Auditor

Filed for Record at Request of and
After Recording Return to:

Mr. Dan R. Mitzel
Hansell Mitzel, LLC
1111 Cleveland Avenue, Suite 201
P.O. Box 188
Mount Vernon, WA 98273

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND
RESERVATIONS FOR ADDING DIVISION III OF HIGHLAND GREENS**

Grantor: Hansell Mitzel, LLC, a Washington limited liability company, d/b/a Hansell Mitzel Homes

Grantee: Hansell Mitzel, LLC, a Washington limited liability company, d/b/a Hansell Mitzel Homes

Tax Parcel No.: 6018-000-999-0000 (P131592)

Legal Description: LOTS 1 – 28 and TRACTS 900 OF THE PLAT
OF HIGHLAND GREENS DIVISION III, LU 04-093 AS RECORDED
UNDER SKAGIT COUNTY AUDITORS FILE # _____.

Related Documents: 200612190063, 200612190064, 200804070155, 201405220062,
201405220063, 201806210063 and 201906260037

[Insert recording number for the Division III Plat Map.]

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR DIVISION III OF HIGHLAND GREENS (ADDING DIVISION III) this (“**First Amendment**”) is made by HANSELL MITZEL, LLC, a Washington limited liability company, d/b/a Hansell Mitzel Homes (“**Declarant**”), as of this 26th day of JUNE, 2019, for the purpose of adding Division III (“the Division III Property”) to the Property subject to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR DIVISION I PHASE A AND PHASE B OF HIGHLAND GREENS (the “**Original Declaration**”).

RECITALS

A. Declarant is the owner of the DIVISION III Property in the City of Mount Vernon, Skagit County, Washington, legally described on Exhibit A hereto.

B. The DIVISION III Property comprises a portion of the Highland Greens Planned Unit Development recorded under Skagit County Auditor's File Number 200612190063 (the "**Master PUD**"). The Original Declaration for Division I Phase A was recorded at Skagit County Auditor's File Number 201405220063.

C. The property comprising the Master PUD is subject to that certain Declaration of Protective Covenants for Highland Greens recorded under Skagit County Auditor's File Number 200612190064 (the "**Master CCRs**"), which contemplate a plan for the phased development of the property within the Master PUD so that the Highland Greens community may grow in an orderly fashion under a rational scheme of development.

D. The Master CCRs contemplate that each Division of the Master PUD will be subject to a more detailed Declaration of Covenants, Conditions, Restrictions, Easements and Reservations which will include the specific easements, restrictions and other covenants applicable to such Division, if required for the final plat approval of each Division, or if otherwise deemed desirable for the efficient functioning of the Division or other property within the Master PUD.

E. Declarant has applied for and received final approval for a Planned Unit Development of Highland Greens Division III the map of which is recorded under Skagit County Auditor's File Number (the "**Division III Plat Map**"). This Second Amendment, subjecting the Division III Property to the Original Declaration (as modified herein) was a requirement of final approval of the Division III Plat Map.

F. Declarant wishes to subject the Division III Property to the Original Declaration, subject to the modifications set forth in the First and Second Amendments. Following the recording of this Second Amendment, the Original Declaration, as amended herein, shall apply to and govern all of the Division III property..

NOW, THEREFORE, Declarant declares that the Division III Property shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, and restrictions set forth in the Original Declaration and this First Amendment, which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Division III Property and which shall be binding on all parties having any right, title, or interest in the Division III Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Second Amendment and for purposes of the Original Declaration as amended herein, the terms used shall have the meaning given them in the Original Declaration, except that the following terms shall have the following meanings:

1.1.1. "Amended Declaration" means the Original Declaration, as amended by this Second Amendment and as it may be further amended.

1.1.2. "Common Areas" shall hereafter include the real property (including the improvements and facilities thereon) described as all areas of the Division III Property outside the Lots, including any roadways, walkways, parking areas, parks, open space buffer and landscape areas shown on the Division III Plat Map, which will be conveyed by Declarant to the Association and held for the common use and enjoyment by the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Area specifically include Tract 900 as depicted in Exhibit B-1

1.1.3. "Division I Phase A Plat Map" means the Planned Unit Development of Highland Greens Division I Phase A, which is recorded under Skagit County Auditor's File Number 201405220063, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.4. "Division I Phase B Plat Map" means the Planned Unit Development of Highland Greens Division I Phase B, which is recorded under Skagit County Auditor's File Number 201806210062, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.5. "Lot" means any legally platted plot of land shown upon the Division I Phase A Plat Map and the Division I Phase B Plat Map, with the exception of (i) the Common Areas and (ii) any streets or other areas now or hereafter dedicated for public use.

1.1.6. "Master CCRs" means the Declaration of Protective Covenants for Highland Greens recorded under Skagit County Auditor's File Number 200612190064, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.7. "Master PUD" means the Highland Greens Planned Unit Development recorded under Skagit County Auditor's File Number 200612190063, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.8. "Original Declaration" means the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Division I Phase A of Highland Greens recorded under Skagit County Auditor's File Number 201405220063.

1.1.9. "Property" means the Division III Land as described in Exhibit B-I and such additions thereto as may hereafter be subjected to the terms of the Amended Declaration, and all improvements and Structures now or hereafter placed on the land.

Section 1.2 Exhibits. The following are exhibits to this Declaration:

Exhibit A - Legal Description of the Division III Property
Exhibit B- Landscape Improvement Drawings

ARTICLE 2. COMMON AREAS AND EASEMENTS

Section 2.1 Common Areas. Ownership of the following Common Areas shall remain with Declarant until such time as all landscaping, amenities and/or proposed improvements within these Common Areas are completed. Declarant shall complete such improvements and convey the Common Areas to the Association. The Common Areas shall be operated, used and maintained in accordance with the Master PUD, Article III of the Master CCRs, the Original Declaration, the Division III Plat Map, and this Second Amendment, all as they may be further amended.

Tract 900, as depicted on the face of the Division III Plat Map, are designated as the "Park Area" community tract for the benefit of all the property in the Master PUD, and shall be improved, operated and maintained in accordance with Article 4 of the Original Declaration as amended herein, and Section 3.6 of the Master CCRs.

Section 2.2 Sidewalk Easement. Declarant hereby grants a sidewalk easement over the front 7 feet of all Lots within that abut Inverness Loop. This sidewalk easement is located within the 7 foot wide utility easement. Minimum setback from the back of the sidewalks is 20 feet from the front property line or 20 feet from the back of the sidewalk, whichever is greater. All members of the public shall have the right at all times to enter upon the sidewalk easement and generally use the easement as a public right-of-way. Grantor shall not interfere in any manner with the easement rights granted to the public. Grantor shall not disturb the lateral and subjacent support of the sidewalks or undertake forms of construction or other activity that may disturb or damage the sidewalks, or plant trees, shrubs, or vegetation having deep root patterns that may cause damage to or interfere with the use of the sidewalk. The sidewalks within this easement area shall be controlled, operated, maintained, repaired, replaced, and reconstructed by the Association. The Association shall have the right to enter onto the easement area and adjacent property as necessary for such purposes.

Section 2.3 Private Drainage Easements. Declarant hereby grants a private drainage easement for the purpose of conveying private local storm water runoff within the Master PUD in favor of all the owners of Lots 1-4 and 6-9 and 10-24 in the areas designated as "Private Drainage Areas" on the face of the Division III Plat Map. The Association shall be responsible for the maintenance of the drainage facilities constructed within the private drainage easements. The City of Mount Vernon and the Association are granted the right to enter onto the Lots burdened by the Private Drainage Easements for purposes of maintenance and emergency purposes at the City's or

Associations discretion. No owner of a lot burdened by private drainage easements shall alter or interfere in any way with the function and purpose of the drainage facilities constructed within the Private Drainage Easement. The owners of Lots 1-9 and 10-24 shall use the drainage facilities constructed in the Private Drainage Easement as the preferred point of discharge of all roof and yard storm water runoff.

Lots 1-4. Easement over, under and across the north 10 feet of Lots 1 through 4, inclusive, as shown on the face of the Division III Plat Map.

Lots 25 through 28. Easement over, under and across the west 10 feet of Lots 25 through 28, inclusive, as shown on the face of the Division III Plat Map.

Lots 10 through 24. Easement over, under and across an area that is 10' x 10', as shown on the face of the Division III Plat Map.

Section 2.4 Easements for Utilities. Declarant hereby creates and reserves an easement for the City of Mount Vernon, Skagit County PUD District #1, Puget Sound Energy, Cascade Natural Gas Corporation, Frontier Communications and AT&T Broad Band, and their respective successors and assigns, under and upon the exterior seven (7) feet of the Lots abutting all public roads and rights of way, as shown on the face of the Division III Plat Map, to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the Division III Property, together with the right to enter upon the Lots and Common Areas at all times for the purposes stated, with the understanding that any Grantee shall be responsible for all damage it caused to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

Section 2.5 Puget Sound Energy Easement. Portions of the Division III Property are subject to an easement for underground utility systems benefitting Puget Sound Energy, Inc., as set forth in that certain Easement recorded under Skagit County Auditor's File No. 200705030057. The portion of the Property subject to this easement includes, without limitation, the areas identified as "PV Ease." on the face of the Division III Plat Map.

Section 2.6 Miscellaneous Provisions.

2.6.1 Other Divisions of Highland Greens. The Master PUD depicts a number of Divisions which are reserved for future development by Declarant, its successors or assigns, in accordance with the Master PUD and the Master CCRs ("Permitted Future Development"), and is not included in the Property subject to this Declaration. In connection with final plat approval for any other Division of Highland Greens, Declarant may be required to subject such other Division to a Declaration of Covenants, Conditions, Restrictions, Easements and Reservations, either by (i) amending this Amended Declaration to include the other Division(s); or (ii) recording a separate declaration for such Division. All Lot Owners hereby waive any protest whatsoever with respect to

the Permitted Future Development of any other Division of Highland Greens. No Owner shall oppose or appeal any application for permits or any other governmental approvals, including but not limited to SEPA, for the Permitted Future Development of any other Division of Highland Greens. No Owner shall take any other action which might have the effect of stopping or delaying the Permitted Future Development of any other Division of Highland Greens or increase the cost of such development. No Owner shall in any way assist, aid, or cooperate with other persons or entities who oppose or who contemplate opposing the Permitted Future Development of any other Division of Highland Greens. The provisions of this Section 2.6.1 shall be enforceable by Declarant, its successor and assigns, notwithstanding that Declarant (or its successors and assigns) may not own any Lots within the Property at the time development of any other Division of Highland Greens is commenced.

2.6.2 Public Roads. Declarant hereby dedicates to the use of the public forever, the streets, alleys and avenues, if any, shown on the face of the Division III Plat Map, and the use thereof for all public purposes consistent with the use thereof for public highway purposes, together with the right to make all necessary slopes for cuts and fills upon the adjacent Lots and Common Areas, as shown on the face of the Division III Plat Map, in the original reasonable grading of all such streets, alleys and avenues.

ARTICLE 3. UNIFORMITY OF APPEARANCE AND USE

Section 3.1 Design Review and Standards. The provisions of Article 3 of the Original Declaration apply to the Division III Property. Specific design standards for Lots in Division III are set forth on Sheet 5 of 5 of the Division III Plat Map. Additional design information and criteria is also included in the Final Plat recorded under AFN 200804070155.

3.2 Parking. No parking of any motor vehicles is permitted within the right-of-ways of the alleys, as shown on the face of any applicable Division Plat, including the Division III Plat Map, at any time. No commercial-type trucks, campers, trailers, motor homes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No commercial vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

Section 3.5 Access Restrictions.

3.5.1. Lots 1 - 9. The direct vehicular and driveway access to Lots 1 through 9, inclusive, shall be off of Inverness Loop, as shown on the face of the Division III Final Plat Map. There shall be no direct vehicular or driveway access to these Lots off of 30th Street.

3.5.2. Lots 25 and 26. The direct vehicular and driveway access to Lots 25 and 26, shall be off of a 20' wide ingress and egress easement as shown on the face of the Division III Final Plat Map.,

3.5.3. Lots 11 and 12. The direct vehicular and driveway access to Lots 11 and 12 shall be off of a 20' wide ingress, egress and utility easement as depicted on the Division III Final Plat Map. .

ARTICLE 5. NOTICES FOR ALL PURPOSES. No modifications.

ARTICLE 6. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY. No modifications.

ARTICLE 7. ENFORCEMENT. No modifications.

ARTICLE 8. TRANSITION DATE.

Declarant shall have the right to designate a Transition Date as to one or more Phases or Divisions of Highland Greens and effect a change in control of such Division(s) and/or Phase(s) to the Association as of the Transition Date, as designated by Declarant in its written notice to the Lot Owners. At the same time, Declarant may retain Declarant's rights with respect to other Phases or Divisions, in Declarant's discretion.

ARTICLE 9. AMENDMENTS OF DECLARATION. No modifications.

ARTICLE 10. ANNEXATION AND SUBDIVISION.

Residential property, including Common Areas, may be annexed or added to the Property by Declarant at any time prior to the Transition Date in accordance with Article 12 of the Original Declaration. Thereafter, residential property other than Common Areas may be annexed or added to the Property only with the consent of sixty-seven percent (67%) of the voting power of the Association, pursuant to an Association Level Amendment adopted in accordance with Section 9.1.1 of the Original Declaration. No Lot shall be subdivided or combined without the approval of all Lot Owners, except that Declarant may combine, divide, or reconfigure Lots and Common Areas as deemed necessary or appropriate by Declarant, in compliance with the requirements of Article 12 of the Original Declaration.

ARTICLE 11. DURATION. No modifications.

ARTICLE 12. RESERVATION OF DECLARANT'S RIGHT TO AMEND. No modifications.

ARTICLE 13. INCORPORATION OF MASTER CCRS; CONFLICT.

The terms and conditions of the Master CCRs are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of this Declaration, as amended and the terms and conditions of the Master CCRs, the terms of the Amended Declaration shall control.

ARTICLE 14. SEVERABILITY. No modifications.

ARTICLE 15. EFFECTIVE DATE.

This Second Amendment shall be effective upon recording.

ARTICLE 16. ASSIGNMENT BY DECLARANT. No modifications.

Signature and Notary on Following Page

HANSELL MITZEL, LLC, a Washington limited liability company, d/b/a Hansell Mitzel Homes

By: *Dan R. Mitzel*
Name: Dan R. Mitzel
Its: Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Dan R. Mitzel, to me known to be the Managing Member of HANSELL MITZEL, LLC, d/b/a Hansell Mitzel Homes, the limited liability company, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 26 day of June, 2019



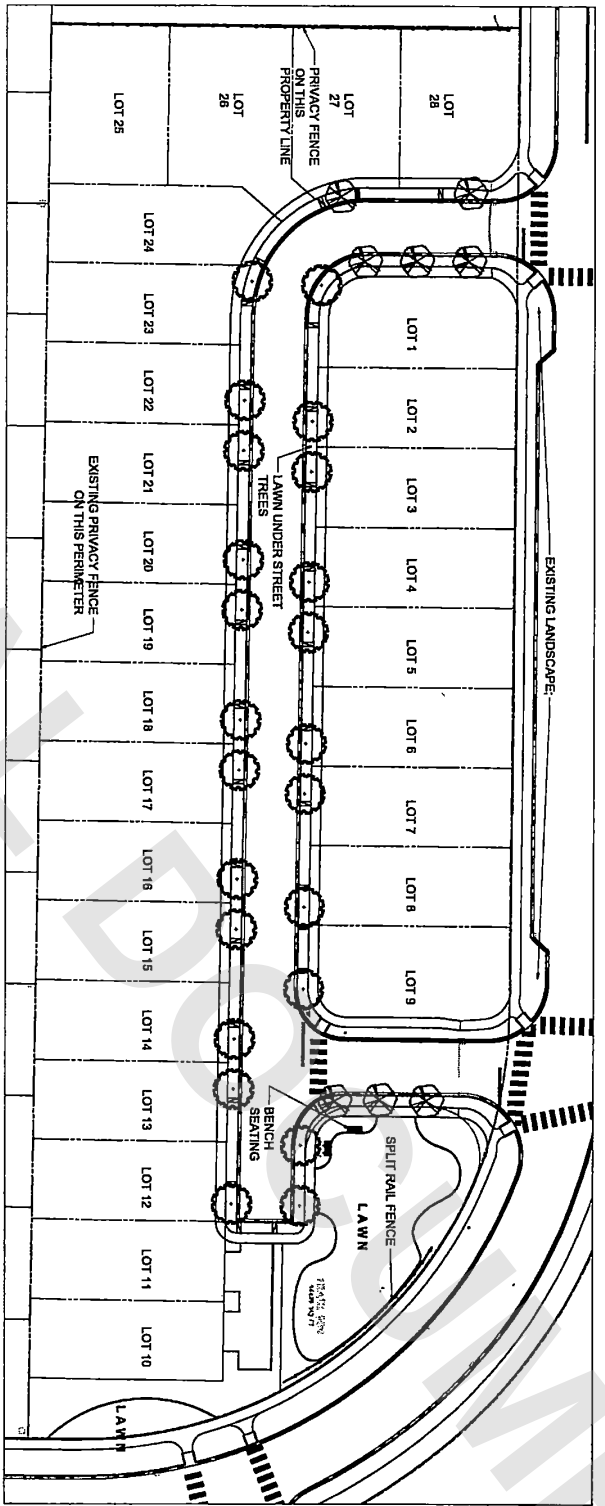
Morgan Morrison
(Signature)
Morgan Morrison
(Print Name)
Notary Public in and for the State of
Washington, residing at Skagit
My commission expires 3-1-2021

EXHIBIT A

Legal Description of the Property

LOTS 1 - 28 AND TRACT 900 OF THE PLAT OF HIGHLAND GREENS DIVISION III
AS RECORDED UNDER SKAGIT COUNTY AUDITORS FILE #

201906260037.



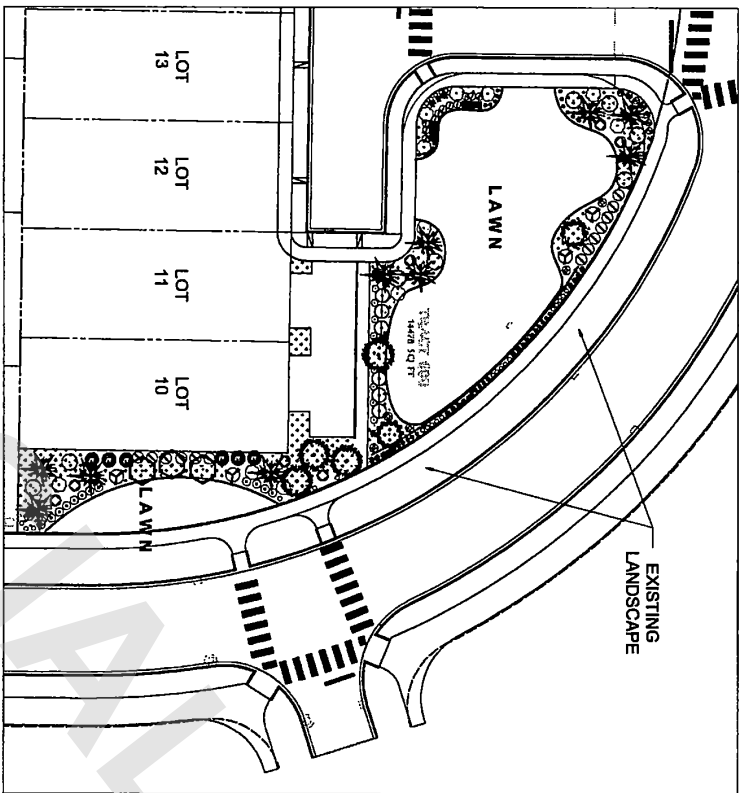
Street Trees -
 no scale

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. ~~The HOA has a permit that easement through it that is the responsibility of the HOA to monitor and maintain.~~

Highland Greens - Phase 3
 Final PUD plan
 Exhibit B - Landscape
 STREET TREE LAYOUT

May 12, 2019

no scale



Tract 902 -
no scale























The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. ~~Tract 902 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.~~

Highland Greens - Phase 3
Final PUD plan
Exhibit B - Landscape
Park Tract ~~902~~ 900

May 12, 2019

no scale

Plant Legend

Trees		Shrubs	
Symbol	Num	Symbol	Num
	3		4
Acer circinatum		Cornus alba 'Variegata'	
Common Name Vine Maple		Common Name Variegated Redtwig	
	2		7
Acer palmatum 'Bloodgood'		Cornus stolonifera 'Keiseyi'	
Common Name Japanese Maple 'Bloodgood'		Common Name Red Osier Dogwood 'Keiseyi'	
	8		6
Amelanchier X grandiflora 'Autumn Brilliance'		Euonymus alatus 'Compactus'	
Common Name Autumn Brilliance Serviceberry		Common Name Dwarf Burning Bush	
	24		8
Parrotia persica 'Vanessa'		Hydrangea macrophylla 'Balmer'	
Common Name Vanessa Parrotia		Common Name Endless Summer Hydrangea	
	9		11
Conifer		Mahonia repens	
Common Name Weeping Alaska Cedar		Common Name Creeping Mahonia	
	3		7
Thuja standishii x plicata		Nandina domestica 'Firepower'	
Common Name Green Giant Cedar		Common Name Rhododendron 'Ramapo'	
	19		9
Parentalis		Rhododendron 'PJM'	
Common Name Elephant's Ears 'Purpurea'		Common Name Compact Rhododendron	
	16		6
Bergenia cordifolia 'Purpurea'		Sarcococca nuscifolia	
Common Name Frosted Curfs Carex		Common Name Sweet Box	
	26		11
Carex fortunei 'Frosted Curfs'		Spiraea japonica 'Little Princess'	
Common Name Daylily 'Stella de Oro'		Common Name Spiraea 'Little Princess'	
	15		13
Hemerocallis 'Stella de Oro'		Viburnum davidii	
Common Name Hidcole Lavender		Common Name David's Viburnum	
	7		8
Lavandula angustifolia 'Hidcole'		Viburnum plicatum 'Watanabe'	
Common Name Dwarf Maiden Grass		Common Name Doublefile Viburnum	
	305		
Miscanthus sinensis 'Gracillimus'			
Common Name Common Name Kinkinnick			

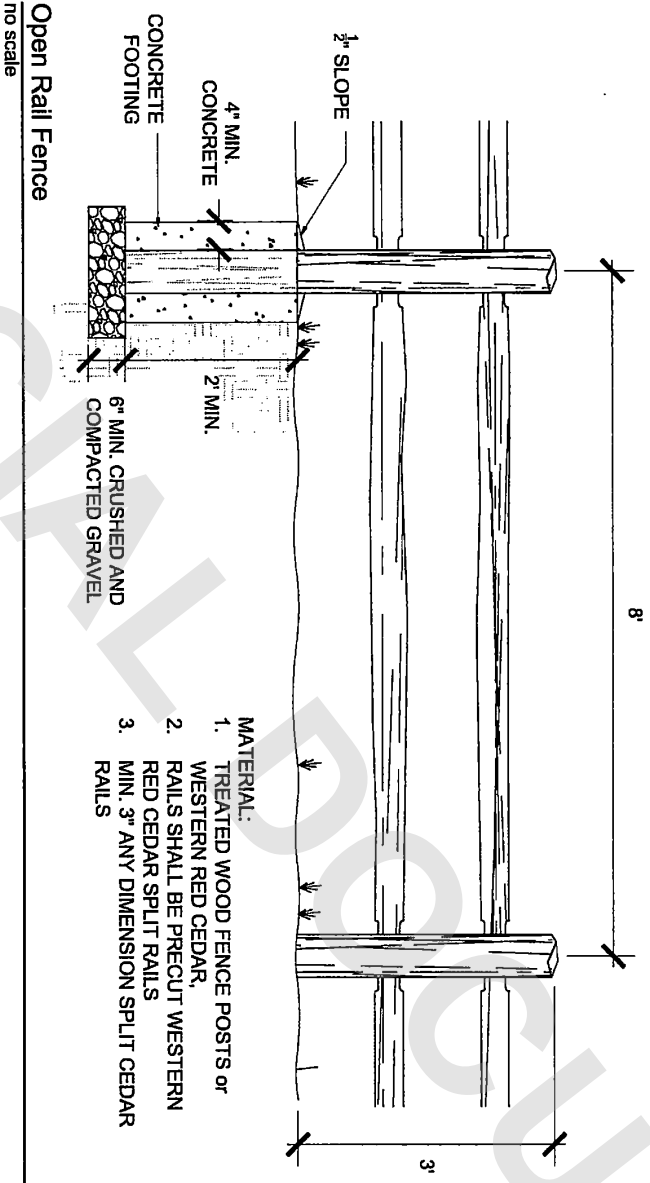
Groundcover		Grass Areas	
Symbol	Num	Area	Species
	305	1826sq. ft.	Grass - SOD
Arctostaphylos uva-ursi			
Common Name Common Name Kinkinnick			Common Name Turf Grass - locally proven

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. ~~Tract 020 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.~~

May 12, 2019

Highland Greens - Phase 3
Final PUD plan
Exhibit B - Landscape
Plant Legend

no scale



- MATERIAL:**
1. TREATED WOOD FENCE POSTS or WESTERN RED CEDAR,
 2. RAILS SHALL BE PRECUT WESTERN RED CEDAR SPLIT RAILS
 3. MIN. 3" ANY DIMENSION SPLIT CEDAR RAILS

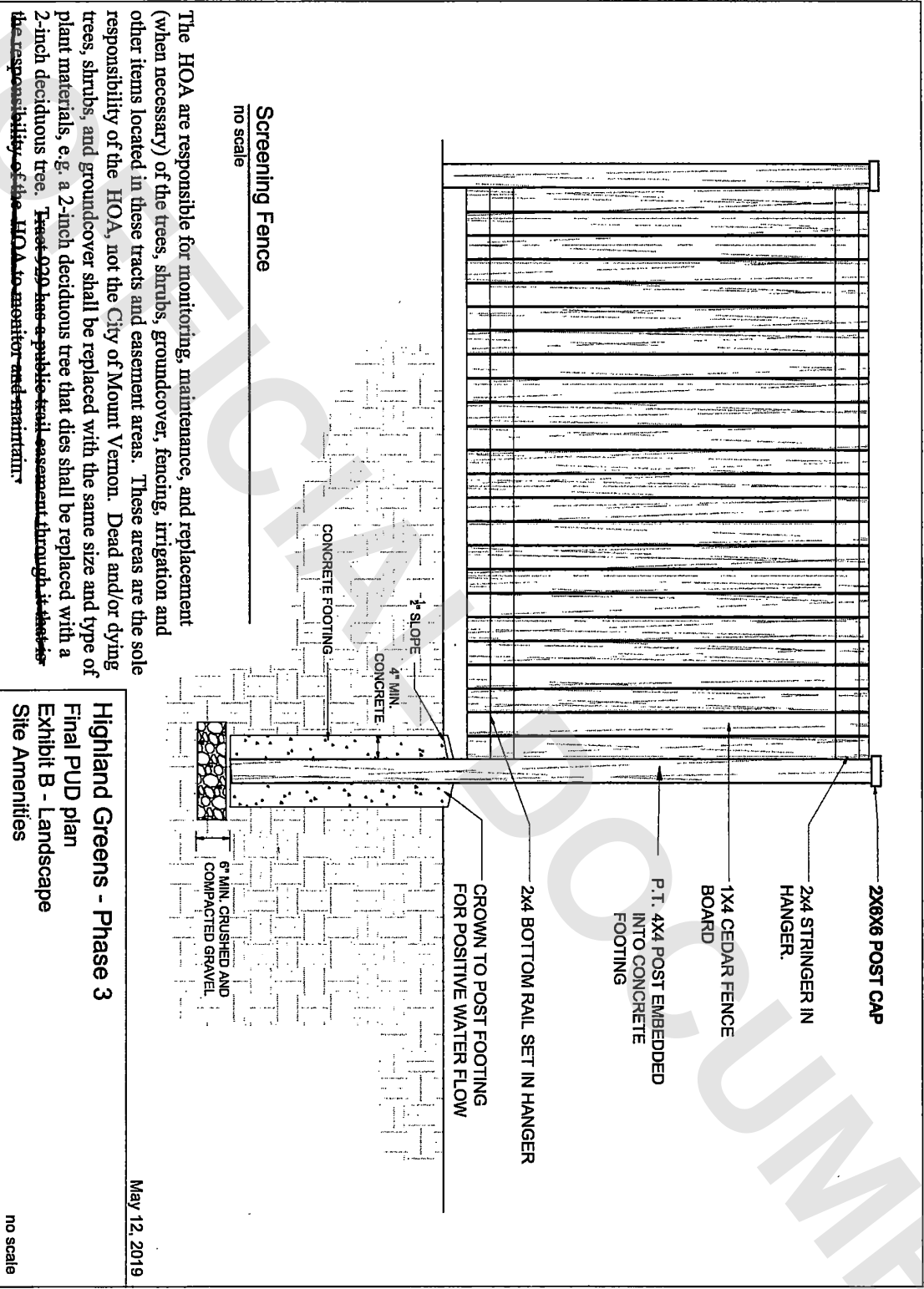
Open Rail Fence
no scale

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Highland Greens - Phase 3
Final PUD plan
Exhibit B - Landscape
Site Amenities

May 12, 2019

no scale

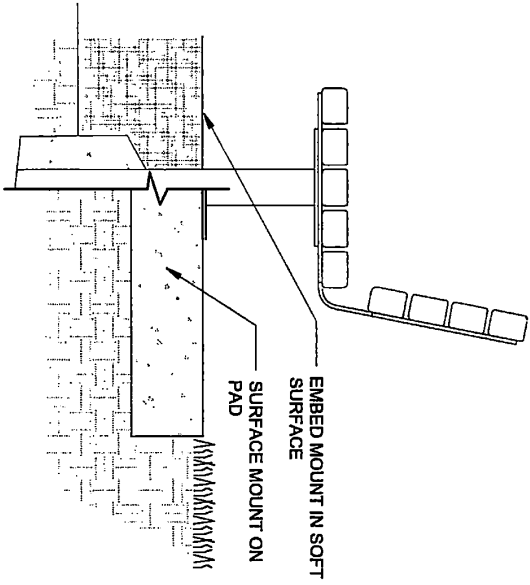


Screening Fence
no scale

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Highland Greens - Phase 3
Final PUD plan
Exhibit B - Landscape
Site Amenities

May 12, 2019
no scale



- NOTES:**
1. INSTALLATION PER MANUFACTURER INSTRUCTIONS
 2. SEATING SURFACE TO BE RECYCLED PLASTIC
 3. FRAME TO BE BLACK
 4. ALL FASTENERS FOR INSTALLATION ARE TO BE STAINLESS STEEL
 5. ACCEPTABLE MANUFACTURER IS PACIFIC OUTDOOR PRODUCTS - SE 5165

Bench Seating
no scale

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. ~~Tract 929 has a public trail easement that it is the responsibility of the HOA to monitor and maintain.~~

Highland Greens - Phase 3
Final PUD plan
Exhibit B - Landscape
Site Amenities

May 12, 2019

no scale