

AFTER RECORDING RETURN TO:
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Skagit County Auditor

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TITLE OF DOCUMENT:

SECOND AMENDMENT TO DECLARATION OF
COVENANTS FOR BIG FIR ADDING PHASE 3

AF# OF AFFECTED DOCUMENT:

200703230074

GRANTOR:

BIG FIR SOUTH, INC.

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

BIG FIR SOUTH, P.U.D. AF # 201405290037

TAX PARCEL NO.:

**SECOND AMENDMENT TO DECLARATION OF COVENANTS
FOR BIG FIR**

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT
TO ADD PHASE 3 TO COMMUNITY,
TO CONFIRM BINDING EFFECT OF COVENANTS ON PHASE 3 PROPERTY

THIS AMENDMENT is made this 21st day of May, 2014, by BIG FIR
SOUTH, INC, a Washington corporation ("Phase 3 Declarant").

WITNESSETH THAT:

A. WHEREAS, a Plat Map for BIG FIR NORTH P.U.D. - PHASE 1 was recorded among the land records of Skagit County by the Declarant at Auditor's File No. 200703230073, to create a Planned Unit Development known as Big Fir (hereinafter the "Community") in Mt. Vernon, Washington. The Declarant caused a Declaration of Covenants affecting all the Lots in the Community to be recorded at Auditor's File No. 200703230074, records of Skagit County, Washington to accompany the Plat Map; the Plat for BIG FIR NORTH - PHASE 2 was recorded at Auditor's File No. 200707250053; the Declaration of Covenants was contemporaneously amended by an instrument recorded at Auditor's File No. 200707250054.

B. WHEREAS, pursuant to Sections 3.3.2, 16.6 and 17.6 of the Declaration of Covenants, the Declarant or its Affiliates may unilaterally amend the Community's Governing Documents from time to time to exercise Development Rights;

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

D. WHEREAS, the Phase 3 Declarant is an Affiliate of the original Declarant and, pursuant to Section 16.6.3 of the Declaration of Covenants, is able to exercise Development Rights reserved in the Declaration of Covenants. The Phase 3 Declarant has created additional improvements, Lots and Common Areas as more particularly described below, all for the purpose of creating an additional Phase of Development known as "Phase 3", consisting of thirty-three (33) additional Lots along with additional common amenities, as described in Section 3.3.1(c) of the Declaration of Covenants.

NOW THEREFORE, pursuant to and in compliance with Section 3.3.2 of the Declaration of Covenants, the Phase 3 Declarant executes this Future Phase Amendment and hereby amends the following Sections of the Declaration of Covenants, as follows:

1.2.2 Reference to Platting Documents for Phase 3.

The Phase 3 Declarant has recorded with the Auditor of Skagit County, Washington a Plat Map titled Plat of Big Fir South, PUD, showing the location and dimensions of the land included within Phase 3 of the Community, the location and dimensions of the new Lots and Common Areas within Phase 3, together with other necessary information. This Plat Map is recorded at Auditor's File No. 201405290037, records of Skagit County, Washington. This new Plat Map, along with the initial map and any similar maps recorded to bring future phases of this Community into existence, are hereinafter referred to as the "Platting Documents".

1.3.2 Covenants Applicable to Phase 3 - Membership in Community Association.

The Declaration of Covenants recorded at Auditor's File No. 200703230074, as previously amended, is declared to be and is hereby made perpetually binding on all the land included in the Plat of Phase 3 described in Section 1.2.2 hereof, to the same extent that said Declaration of Covenants applies to the real property included in all earlier Phases of this Community. All Owners of residential Lots in Phase 3 shall be members of Big Fir 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 Association. The retail area Tract "F" designated on the Platting Documents for Phase 3 is not subject to this Declaration of Covenants and the owner(s) of lots or tracts in such area are not members of the Association. The Association shall be responsible for all Upkeep of the Common Areas situated in Phase 3.

3.1.2 Street Identification for Phase 3.

The Lots and various improvements in Phase 3 of this Community are located off Fraser Avenue and Silver Loop in Mt. Vernon, Skagit County, Washington. The land containing such Lots, improvements and Common Areas is legally described and depicted on the Plat Map for Phase 3 which is described at Section 1.2.2 of this Amendment to the Declaration of Covenants.

4.1. Number and Location.

The Community contains eighty-one (81) Lots zoned for residential use which are depicted on the Platting Documents. The location of those Lots and their dimensions are shown on the Platting Documents.



Documents. Phase 3 was approved by the City of Mount Vernon under a separate land use approval from Phase 1 and 2. The Lots in Phase 3 are identified numerically 1-33, these identifying numbers are also found in Phase 1 and/or Phase 2 of the association. All Lots in Phase 3 will be identified with an "S" following their respective lot number to eliminate confusion with Lots found in other Phases of the Association.

4.2.2 Street Addresses.

A list of the street addresses for the Lots in Phase 3 of the Community appears on the Plat Map for Phase 3.

* * * * *

5.1 Common Areas.

Except as otherwise specifically reserved, assigned or limited by the provisions of Article VI hereof, the Common Areas of the Community, which may also be referred to as "General Common Areas," consist of the following:

5.1.1 The project's identification signs and landscaped areas abutting South LaVenture Road and East Blackburn Road at the entrances to the Property.

5.1.2 Open space areas and walking trails therein, along with the Maddox Creek buffer area and the bridge over Maddox Creek, all which are depicted on the Platting Documents and are described with greater particularity in Article VI of the Covenants, as amended.

5.1.3 All fencing, wherever located within the Community.

5.1.4 The Park Tracts, the Wetland Area, Landscape Tracts, and any and all other Tracts or areas depicted on the Platting Documents and/or described in Section 5.1.11 hereof that have not been dedicated to public use or commercial purposes.

5.1.5 The Clubhouse located in Tract "C" along with its parking lot and associated landscaped areas.

5.1.6 The stormwater detention ponds with landscaped surround.

5.1.7 The landscaped setbacks areas along the east, west and south property lines.

5.1.8 The landscaped center islands near the Blackburn Road entrance, including the entry monument situated therein.

5.1.9 The landscaped walking trail ("emergency access") tract between the residential and retail area, and landscaped setbacks between lots 1-4 and the retail Tract "F".

5.1.10 Tract "I" shall be available for the use of the occupants of the retail Tract "F" and their customers. Rules for its joint usage, upkeep and cost sharing will be made with the ownership of the retail tract prior to completion of the Tract "F"'s development.



5.1.11 Tracts specifically identified and as designated on the Plat of Big Fir South, PUD, which include:

- (a) Tract "A" -- Landscaped Open Space
- (b) Tract "B" -- P.U.D. Utility Easement and Pedestrian Ingress/Egress Tract
- (c) Tract "C" -- Clubhouse Tract
- (d) Tract "D" -- Stormwater Detention Tract
- (e) Tract "E" -- Secondary Ingress/Egress Tract
- (f) Tract "F" -- Retail Tract
- (g) Tract "G" -- Native Growth Protection Areas (NGPA) Tract
- (h) Tract "H" -- Native Growth Protection Areas (NGPA) Tract
- (i) Tract "I" -- Landscaped Open Space and Gathering Area Tract
- (j) Tract "J" -- Landscape Buffer/Private Drainage Easement Tract
- (k) Tract "K" -- Landscape Buffer/Private Drainage Easement Tract
- (l) Tract "L" -- Landscape Buffer/Private Drainage Easement Tract

5.1.12 Special maintenance obligations and use restrictions associated with the Tracts in the Plat of Big Fir South, P.U.D. appear below in Section 6.2.7.

5.4 Upkeep By Association.

5.4.1 Upkeep of Common Areas.

The Association is responsible for all necessary maintenance, repair, and replacement of the Common Areas. See Article VI hereof for special maintenance and care requirements.

5.4.1 Upkeep of Areas in Public Right of Way.

A condition for the approval of the development of the P.U.D. was the requirement that the Association maintain in perpetuity the landscaped areas and irrigation systems, and signs located in the center islands of Fraser Avenue and Blackburn Road as though it were a portion of the Common Areas of the Community, and to pay all utility charges associated with supplying irrigation to such areas.

ARTICLE VI

PRINCIPAL COMMON AMENITIES REQUIRING SPECIAL CARE

6.1. Description of Common Amenities.

The Community's Common Amenities that require special care and maintenance consist of Open Space/Park areas, the Maddox Creek buffer area and Wetland Area, and the Clubhouse. Special maintenance and use requirements appear below in Section 6.2.



6.2. Responsibility for Operations and Maintenance.

6.2.1. Association Responsible for Operations and Maintenance.

The Association shall be responsible for the operation and maintenance, repair and replacement of the Common Amenities.

6.2.2. Maddox Creek Buffer Area.

The Maddox Creek buffer area is designed for use as a part of the project's storm-water system and as wildlife habitat area. No construction, clearing, grading, filling, landscaping, mowing, burning or chemical maintenance of plants shall occur within this area, other than in a manner consistent with the City's Critical Areas Ordinance; the Board is charged with responsibility to maintain these areas in a condition suitable for its multiple purposes.

6.2.3. Upkeep of Park/Open Space Areas and Wetland Areas.

All Tracts identified as "Open Space" or "Wetland" areas on the Platting Documents shall be maintained in a natural state for low impact use and enjoyment of Occupants of the Community. No clearing, grading, filling, logging or removal of woody material, nor any building or construction of any kind is allowed within such areas absent the written approval of the City of Mount Vernon. Tracts identified only as "Open Space" may be landscaped by the Association. Wetland areas shall be left in a natural condition.

6.2.4. Upkeep of Landscape Buffer Areas.

The Landscape Buffer Areas depicted on the Platting Documents exist for the protection of trees and other vegetation to preserve and enhance the aesthetic and environmental values of the Planned Community. No structures or improvements are permitted to be constructed in these areas other than as identified on the face of the approved Platting Documents. Dumping of debris, yard waste or organic matter in such areas is prohibited.

6.2.5. Upkeep of Common Recreational Facilities.

The Association will provide necessary Upkeep for the equipment in the Park Tract and any other recreational facilities constructed within the Common Areas.

6.2.6. Prohibition Against Dumping.

The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Planned Community.

6.2.7. Specific Maintenance and Use Requirements Associated with Tracts in Phase 3.

(a) Tract "A" shall be reserved for landscaped open space for the use of the Big Fir Community Association members and their guests. Said tract shall be maintained by the Big Fir Community Association.

(b) Tract "B" shall be reserved for P.U.D. Waterline, Sanitary Sewer and Private Stormwater purposes, together with pedestrian ingress and egress for the Big Fir Community Association members and their guests. Said Tract landscaping and walkway shall be maintained by the Big Fir



Community Association. The utilities shall be maintained in accordance with the utility easement provisions and the PUD No. 1 easement provisions as stated on the face of the Plat.

(c) Tract "C" shall be reserved for the Big Fir Community Association Community Building. Said Community Building will be governed by the terms and provisions herein, and any amendments thereto. City of Mount Vernon shall be allowed access to maintain sanitary sewer through Tract "D" parking lot as shown on the face of the Plat herein. Private storm drainage shall also be allowed through said Tract "D" as shown on the face of the Plat herein.

(d) Tract "D" shall be reserved for stormwater detention purposes and shall be dedicated to the City of Mount Vernon. The detention pond and the drainage facilities located within said Tract shall be maintained by the City of Mount Vernon EXCEPT that regular maintenance of the stormwater pond and drainage facilities will be the responsibility of the Declarant herein for a period of no less than one year from the date of the recording of this Amendment. The City of Mount Vernon will only accept maintenance responsibilities of the stormwater pond once final inspection has been successfully performed and written notice is provided to the Declarant herein. Regular maintenance shall include, at a minimum, annual inspection of the stormwater drainage system and maintenance frequencies and threshold per Department of Ecology and the Operations and Maintenance Manual, attached. The landscaped areas, including fences, within said Tract "D" shall be maintained by the Big Fir Community Association along with the costs associated therewith.

(e) Tract "E" shall be reserved for secondary emergency ingress and egress, private storm drainage, as well as for a pedestrian walkway for the Big Fir Community Association and their guests. Said Tract shall be owned and maintained by the Big Fir Community Association, with reciprocal benefit to Tract "F".

(f) Tract "F" is for commercial retail development uses. Finished construction of any retail building shall be postponed until no less than two-thirds (2/3) of the residential units are completed and certified for occupancy. The allowable square footage of retail space is dependent upon the square footage of the constructed homes. The retail space shall be no greater than ten percent (10%) of the gross square footage of the homes that are actually constructed, or to be constructed at full build-out. Parking requirements for the retail component shall be determined based upon the actual use and parking requirements rather than what is allowed by way of the percentage of the actual home construction.

(g) Tracts "G" and "H" contain critical areas and their associated buffers. Said Tracts shall be reserved as Native Growth Protection Areas (NGPA) and shall be managed per NGPA standards. Said Tracts shall be owned and maintained by the Big Fir Community Association. The City of Mount Vernon may enter said Tracts for inspection purposes at its own discretion. The landscaping along with the split rail fence (if any) that abuts the residential lots and the screening fence on the opposite side of these tracts from the split rail fence shall remain perpetuity. Trees and shrubs within these tracts can be trimmed and maintained, but can only be removed with the permission of the City of Mount Vernon. The City will authorize the removal of trees and shrubs within these Tracts only if a professional arborist (or other similarly qualified professional) demonstrates to the City that the trees/shrubs pose(s) a danger and/or are dead or dying. If the City authorizes the removal of trees or shrubs within these Tracts, new trees/shrubs shall be replanted within a timeframe and density established by the City. Replanted deciduous trees shall be a minimum of 2-inch caliper, evergreen trees shall be a minimum of 7 feet in height and shall be full and bushy, and shrubs shall be a minimum of 2-gallon. The owners of the lots that abut these tracts and the Big Fir Community Association shall not disturb the trees/shrubs within these Tracts unless it is for maintenance, such as minor weed removal. The City of Mount Vernon is hereby granted the right to enter said Tracts at its own discretion to monitor the



condition of the buffer area; however, the City is not responsible for maintenance of these Tracts. A Native Growth Protection Area (NGPA) is created for the purpose of preserving critical areas, buffering and protecting plants and animal habitat, and preventing harm to property and the environment including, but not limited to, controlling surface water runoff and erosion and maintaining slope stability. The NGPA establishes, on all present and future owners and users of the NGPA, an obligation to leave undisturbed all trees and other vegetation within this area, except for the removal of diseased or dying vegetation that presents a hazard or the implantation of an enhancement plan required or approved by the City. Any work in the NGPA, including removal of dead, diseased or dying vegetation, is subject to prior written approval by the City of Mount Vernon. The cost associated with the evaluation, removal and replanting of any vegetation shall be borne by the Big Fir Community Association.

(h) Tract "I" shall be reserved as a landscaped open space and gathering area for members of the Big Fir Community Association and their guests. Tract "I" may be used by members and guests of the Big Fir Community Association and by tenants, customers and owners of Tract "F". Rules for Use and Joint Maintenance of said Tract "I" may be created between the Big Fir Community Association and the ownership of building to be developed in Tract "F", prior to occupancy of any tenant or user of said Tract "F".

(i) Tracts "J", "K", and "L" shall be reserved as landscape buffers and private drainage easements. Said Tracts shall be owned and maintained by the Big Fir Community Association.

16.3.2 New Easements Shown on Phase 3 Plat.

All easements designated on map Plat of Big Fir South, PUD are declared and confirmed. Reference should be made to the Plat for further details.

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.

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IN WITNESS WHEREOF, the Phase 3 Declarant has caused this Amendment to be executed as of the date first written above.

PHASE 3 DECLARANT:
BIG FIR SOUTH, INC.

BY: [Signature]
Baron Gentry President

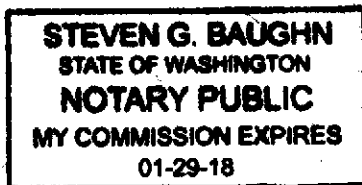
STATE OF WASHINGTON

COUNTY OF SKAGIT

) ss.

I certify that I know or have satisfactory evidence that 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 Phase 3 Declarant, BIG FIR SOUTH, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 05/21, 2014.



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

[Per Section 6.2.7(d) hereof, attached to this Amendment is the Stormwater Drainage System Operations & Maintenance Manual]

