



201712210049

AFTER RECORDING RETURN TO:
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Skagit County Auditor \$93.00
12/21/2017 Page 1 of 10 1:48PM

TITLE OF DOCUMENT:	FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR WOODSIDE PUD ADDING PHASE 2
AF# OF AFFECTED DOCUMENT:	AF # 201607270026
GRANTOR:	WOODSIDE 3, 4 & 5, LLC
GRANTEE:	THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION:	WOODSIDE PUD, DIVISIONS 3, 4 & 5, AF# <u>201712210048</u>
FULL LEGAL APPEARS:	PAGE 2

FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR WOODSIDE PUD

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT TO ADD NEW PHASES OF DEVELOPMENT TO COMMUNITY, TO CONFIRM BINDING EFFECT OF COVENANTS ON PHASE 2 PROPERTY AND TO DESCRIBE CERTAIN NEW COMMON FEATURES

THIS AMENDMENT is made this 15th day of December, 2017, by WOODSIDE 3, 4 & 5, LLC, a Washington Limited Liability Company ("Phase 2 Declarant").

WITNESSETH THAT:

A. WHEREAS, pursuant to the provisions of the Planned Unit Development Ordinance of the City of Mount Vernon, the City of Mount Vernon approved a Final PUD Plan for Woodside PUD, which was recorded with the Auditor of Skagit County, Washington, at Auditor's File No. 201607270024.

B. WHEREAS, a Plat Map for Woodside PUD was recorded among the land records of Skagit County by the Declarant at Auditor's File No. 201607270025, to create the first phase of the Woodside PUD Community in Mount Vernon, Skagit County, Washington. The Declarant caused a Declaration of Covenants affecting all the Lots in the Community to be recorded at Auditor's File No. 201607270026, records of Skagit County, Washington, to accompany the Plat Map

C. WHEREAS, pursuant to Sections 3.3.2, 3.3.7, 16.6 and 17.4 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.

D. WHEREAS, in Section 3.3.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Community in multiple "Phases," consisting of new platted Divisions of the PUD, by which additional Lots, Common Areas, and/or Limited Common Areas could be added to the Community.

E. WHEREAS, the Phase 2 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 2 Declarant has created additional improvements, Lots, Common Areas and Limited Common Areas as more particularly described below, all for the purpose of creating an additional Phase of Development known as "Phase 2", consisting of 42 additional Lots along with additional common amenities, as described in Section 3.3.1(a) - (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 2 Declarant hereby 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 Divisions 3, 4 and 5.

The Phase 2 Declarant has recorded with the Auditor of Skagit County, Washington a certain Plat, showing the location and dimensions of the land included within Divisions 3, 4 and 5 of the Community, the location and dimensions of the new Lots, Common Areas and Limited Common Areas within Divisions 3, 4 and 5, together with other necessary information. This Plat Map is recorded at Auditor's File No. 201712210048, 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".

1.2.3 Legal Description of Land Burdened by Covenants.

In addition to the real property burdened by the original Declaration of Covenants, the Declaration of Covenants, as amended hereby, thus benefits and burdens the additional real property described as follows:

Lots 125-131, Division 3; Lots 20-26, 132 & 135, Division 4; and
Lots 7-19, 136-148, Division 5, Plat of Woodside PUD, as per the
Map thereof recorded at Auditor's File No. 201712210048
records of Skagit County, Washington.

1.3.1 Covenants Apply to Divisions 3, 4 and 5 - Membership in Association.

The Declaration of Covenants recorded at Auditor's File No. 201607270026 is declared to be and is hereby made perpetually binding on all the land included in the Plat of Divisions 3, 4 and 5 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 Lot Owners in Phase 2 shall be members of Woodside PUD 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 Association and the obligation to pay Common Expense Assessments to said Association. Except as otherwise provided herein, the Association shall be responsible for all Upkeep of the Common Areas and Limited Common Areas situated in Divisions 3, 4 and 5.

3.2 Community Attributes. [Modified]

3.2.2 Common Amenities.

The Community's Common Amenities currently include an entrance sign, landscaping, Native Growth Protection areas, Clubhouse, gazebos, bocce court, horseshoe court, walking trails, benches and several Open Space Tracts. Additional Native Growth Protection areas, with easements for the same, along with walking trails and landscaped entrance areas may be developed in future Phases. Native Growth Protection Areas are protected from development or disturbance by protective easements in favor of the City.

4.9 Upkeep of Drainage Easement Areas By Lot Owners. [Modified]

As required by the City of Mount Vernon, Upkeep to portions of any Lots burdened with private drainage easements shall be the responsibility of the Association and the Association agrees to assume such responsibility regardless of language within the Notes of the Plat.

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" for Divisions 1 & 2 of the PUD (generally depicted on Exhibit "E" of the Declaration) and for Divisions 3, 4 and 5 of the PUD (generally depicted on Exhibit "E-1" attached hereto), consist of the following:

5.1.1. The Community's identification signage facilities and associated entry landscaping located off of East Division Street at its East entrance.

5.1.2. Open Space Tracts A, B, C, D, E, F, G, H, I, J, L, 402 and 501 through 503 that are designed to perform various functions.

5.1.3. Tract 996, that is designed to serve as a landscaped area for the East side of the Detention Pond.

5.1.4. Native Growth Protection Area Tracts 998 and 999, and any trails or other facilities that may be constructed therein.

5.1.5. The fence and landscaping that abut the residential Lots abutting Tracts F, G and L, and the screening fence on the opposite side of the split rail fence along Tracts G and L, all comprising forested buffers for landscape screening.

5.1.6. The split rail fence and landscaping that abut the residential Lots abutting Tracts 402 and 503, all comprising forested buffers for landscape screening.

5.1.7. Street trees within the Community.

5.1.8. Clubhouse, parking area, gazebos, bocce court, horseshoe court, concrete sidewalks, trails, along with any benches, tables, planters, furniture or recreational equipment constructed thereon within Tract E.

5.1.9. 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.

5.1.10. The Phase 2 Declarant has reserved the right to create additional Common Areas and facilities in a future Phase, including trails that may be constructed within Native Growth Protection Areas, along with any benches, tables, furniture or recreational equipment that may be constructed therein.

5.2 Limited Common Areas. [Modified]

The Limited Common Areas of the Community consist of private lanes and alleys, for which maintenance standards are established in Section 6.2.1 hereof, private drainage easements and private utility easements, for which maintenance standards are established in Section 6.2.3 hereof. Costs of Upkeep related thereto constitute Specially Allocated Assessments to the Lots served

thereby, under the provisions of Section 10.8 hereof. Presently, the following Tracts are Limited Common Areas:

5.2.1. Tract 997, in which a private lane known as Woodside Lane is to be constructed, Tract 997 serves the following Lots in the Community: Lots 31 through 36, inclusive.

5.2.2. Private drainage easement along the easterly ten (10') feet of Lots 11 through 16, Division 5. This private drainage easement serves Lots 11 through 16, inclusive.

6.2 Responsibility for Operations and Upkeep. [Modified]

6.2.5 Upkeep of Other Common Facilities. [Modified]

The Community Association will provide necessary Upkeep for street trees, landscaping and fencing on and abutting Tracts 501 and 502 of Phase 2, the landscaping and fencing abutting Tracts F, G and L of Phase 1 and Tracts 402 and 503 of Phase 2, Forested Buffer Areas on any Lot, the Clubhouse and its parking areas, the gazebos, bocce court, horseshoe court and any recreation facilities and/or other improvements constructed within Tract E, and any other recreation facilities and/or improvements constructed within the Common Areas. The Forested Buffer Areas in Tracts F, G, L, 402 and 503 are subject to maintenance responsibilities set forth on the attached Exhibit "D-1".

16.3 Easements for Utilities and Emergency Access. [Modified]

16.3.3 Covenant for Upkeep of Tract E Utility Easement. [New]

(a) Lots Benefitted. Lots 126, 127, 128, 129, 130 and 131, Division 5, are served by private utilities located within private utility easement traversing Tract E, as depicted on the Plat Map. The easement is recorded at Auditor's File No. 201710310143, Records of Skagit County, Washington (the "Tract E Easement").

(b) Maintenance Responsibilities. The owners of Lots 126, 127, 128, 129, 130 and 131, Division 5 ("Easement Owners") shall be responsible for all costs associated with the installation, maintenance, repair and replacement of all utilities within the Tract E Easement benefitting the Easement Owners. Any necessary maintenance or repair work shall be performed by

a licensed, bonded contractor doing business in Skagit County, Washington selected by the Easement Owners. The Easement Owners shall determine which of the Easement Owners or, if necessary, the Association shall enter into a contract for such repairs; the Non-contracting Parties shall be liable to the Contracting Party as hereinafter provided.

(c) Apportionment of Costs - Maintenance Share. Each Easement Owner shall bear an equal percentage of the total cost of maintenance and repair of the utility lines or services serving such Owner's Lot, in common with the other Lots sharing such utility lines or services, which percentage shall be known as that Easement Owner's "Maintenance Share." By way of example, should a utility line or service that serves only one Easement Owner need repair, that Easement Owner's Maintenance Share shall be 100%. Should a utility line or service serve three Easement Owners, then each of those Easement Owners' Maintenance Share shall be 33.33%. Upon completion of any required maintenance to the Drainage Lines, the Easement Owners' respective liabilities for Maintenance Share shall be determined. The non-contracting Parties shall pay their Maintenance Share for such costs to the Contracting Party within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by the Party who has paid the contractor for such work. Any portion of a Party's Maintenance Share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater.

(d) Lien to Secure Maintenance Share. Properly allocated costs of maintenance and repair constituting an Easement Owner's Maintenance Share shall be the personal obligation of each Easement Owner, and shall in addition constitute an equitable lien against such Easement Owner's Lot. If unpaid when due, this obligation may be judicially enforced by the Contracting Party, or by any person or entity [including the Association] who or which has paid or has become obligated to pay all or any portion of the Maintenance Share of a defaulting Easement Owner, through an action for damages or in the manner prescribed by law for foreclosure of a mortgage of real property, at the option of the aggrieved party. The prevailing party in any such proceeding shall be entitled to an award of attorney's fees and costs incurred, whether or not such suit is filed or a judgment or decree awarded.

(e) Enforcement by Homeowners Association. In the event that the owners of such Lots fail to adhere to maintenance and repair standards established in this Section 16.3.3, the Association is authorized to treat such utility lines and/or services and the easement areas within which they are constructed as Limited Common Areas, and perform any necessary Upkeep on behalf of such Owners; any and all costs so incurred by the Association shall constitute Specially Allocated Assessments against such Lots, as provided in Section 10.1.7 hereof.

.. Exhibits.

Attached hereto are the First Amendments to Exhibits "D-1" and "E-1" to the Declaration

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:
WOODSIDE 3, 4 & 5, LLC

BY: [Signature]
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, WOODSIDE 3, 4 & 5, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: DECEMBER 15, 2017.

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

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

EXHIBIT "D-1"

MAINTENANCE AND OTHER REQUIREMENTS FOR COMMON TRACTS

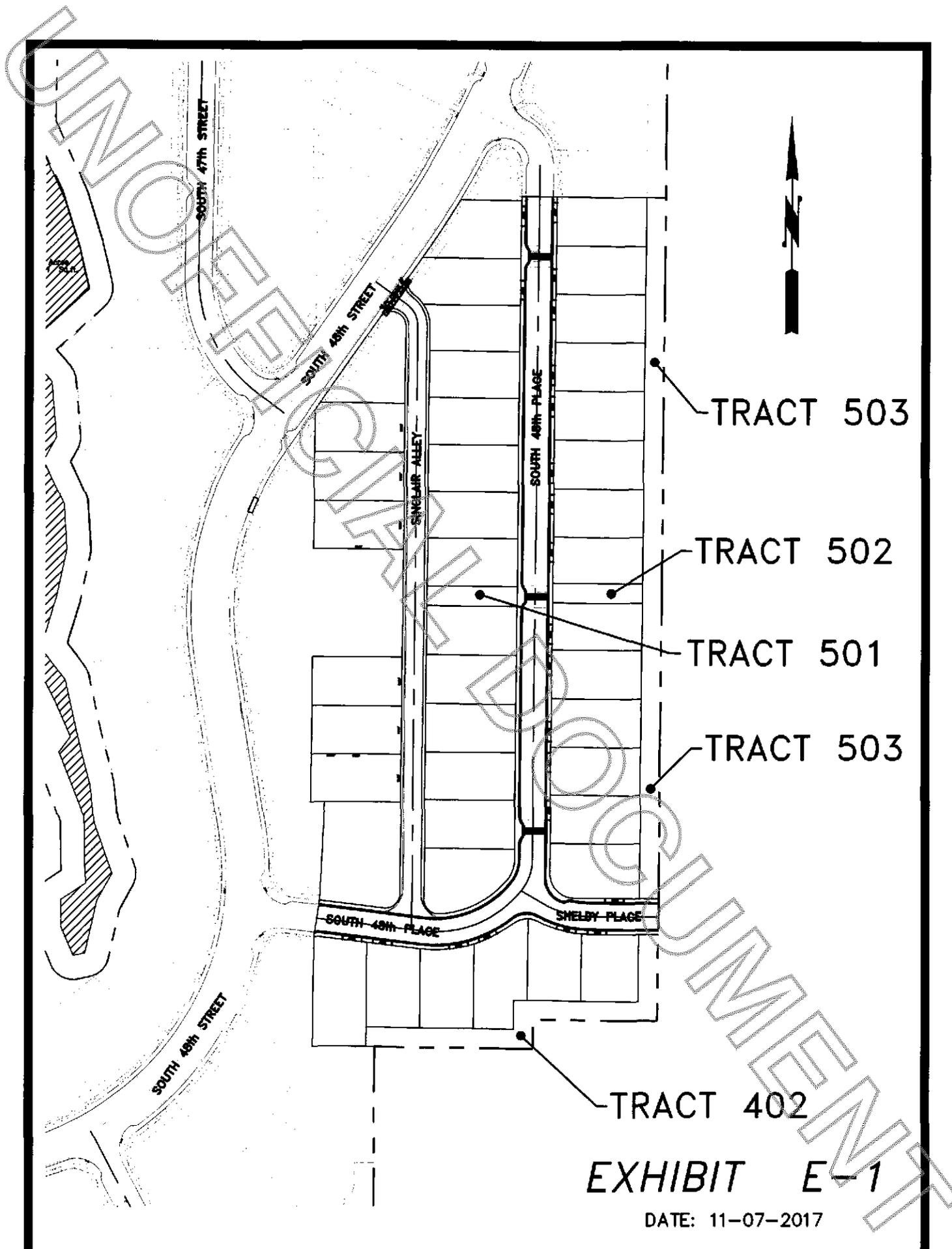
1. TRACTS F, G, L, 402 AND 503 WERE CREATED AS FORESTED BUFFERS FOR LANDSCAPE SCREENING. THE LANDSCAPING ALONG WITH THE THREE (3') FOOT TALL FENCE THAT ABUTS THE RESIDENTIAL LOTS AND THE SCREENING FENCE ON THE OPPOSITE SIDE OF THESE TRACTS FROM THE THREE (3') FOOT TALL FENCE, IF PRESENT, SHALL REMAIN IN PERPETUITY. TREES AND SHRUBS WITHIN THESE TRACTS CAN BE TRIMMED AND MAINTAINED, BUT CAN ONLY BE REMOVED WITH 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 POSES 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 HOA 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.

2. THE LOTS CREATED WITH THIS PLAT ARE PART OF A PLANNED UNIT DEVELOPMENT (PUD). THE HOMES, OPEN SPACES, LANDSCAPING, AND NATIVE GROWTH PROTECTION AREAS (NGPA) WERE CREATED THROUGH THE PUD PROCESS THAT REQUIRES INNOVATIVE RESIDENTIAL DEVELOPMENT. THROUGH THE PUD PROCESS THE CITY WAS ABLE TO DEVIATE FROM STANDARD RESIDENTIAL PLAT REQUIREMENTS AND ALLOW A DEVELOPMENT THAT HAS ADDITIONAL SMALLER LOTS, REDUCED SETBACKS, BUFFER TRACT ETC. IN EXCHANGE FOR THE PLAT AMENITIES SUCH AS THE SHELTERS, TRAILS, LANDSCAPING AND OPEN SPACES. ALL FUTURE PERMITS FOR USES WITHIN THIS PUD ARE REQUIRED TO COMPLY WITH THE PUD REQUIREMENTS, THE CITY'S DESIGN STANDARDS, RESOLUTION 744 AND OTHER APPLICABLE CHAPTERS OF THE MOUNT VERNON MUNICIPAL CODE.

EXHIBIT "E-1"

SKETCH SHOWING COMMON AREAS - DIVISIONS 3, 4 & 5

UNOFFICIAL DOCUMENT



TRACT 503

TRACT 502

TRACT 501

TRACT 503

TRACT 402

EXHIBIT E-1

DATE: 11-07-2017