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Skagit County Auditor

AFTER RECORDING RETURN TO:
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TITLE OF DOCUMENT:	FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR ROCK RIDGE SOUTH PHASE IV, ADDING PHASE V
AF# OF AFFECTED DOCUMENT:	AF # 201711060066
GRANTOR:	RR SUMMIT NW LLC
GRANTEE:	THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION:	ROCK RIDGE SOUTH PHASE V AF# <u>201807270027</u>
FULL LEGAL APPEARS:	PAGE 2

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR ROCK RIDGE SOUTH PHASE V**

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

THIS AMENDMENT is made this 23rd day of July, 2018, by RR Summit NW LLC, a Washington Limited Liability Company ("Declarant").

WITNESSETH THAT:

A. WHEREAS, pursuant to the provisions of the Subdivision Ordinance of the City of Anacortes (Anacortes City Code, Title 16), the City of Anacortes approved a Subdivision for Rock Ridge South Phase IV and Rock Ridge South Phase V.

B. WHEREAS, a Plat Map for Rock Ridge South Phase IV was recorded among the land records of Skagit County by the Declarant at Auditor's File No. 201711060065, to create the fourth phase of the Rock Ridge South Community in Anacortes, Skagit County, Washington. The Declarant caused a Declaration of Covenants affecting all the Lots in the Phase IV Community to be recorded at Auditor's File No. 201711060066, records of Skagit County, Washington, to accompany the Plat Map.

C. WHEREAS, pursuant to Sections 3.4.2, 3.4.7, 15.7 and 16.5 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 3.4.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Community in multiple "Phases," consisting of new platted Divisions of the Subdivision, by which additional Lots, Common Areas, and/or Limited Common Areas could be added to the Community.

E. WHEREAS, the 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 V", consisting of 19 additional Lots along with additional common amenities, as described in Section 3.4.1(a) - (b) of the Declaration of Covenants.

NOW, THEREFORE, pursuant to and in compliance with Section 3.4.2 of the Declaration of Covenants, the Declarant hereby executes this Future Phase Amendment and hereby amends the following Sections of the Declaration of Covenants, as follows:

1.2.1 Reference to Platting Documents for Phase V. [New]

The Declarant has recorded with the Auditor of Skagit County, Washington a certain Plat, showing the location and dimensions of the land included within Phase V of the Subdivision, the location and dimensions of the new Lots, Common Areas and Limited Common Areas within Phase V, together with other necessary information. This Plat Map is recorded at Auditor's File No. 201807270027, 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".

1.2.2 Legal Description of Land Burdened by Covenants. [New]

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 1-19, Plat of Rock Ridge South Phase V, as per the Map thereof recorded at Auditor's File No. 201807270027, records of Skagit County, Washington.

1.3.1 Covenants Apply to Phase V - Membership in Association. [New]

The Declaration of Covenants recorded at Auditor's File No. 201711060066 is declared to be and is hereby made perpetually binding on all the land included in the Plat of Rock

Ridge South Phase V described in Section 1.2.2 hereof, to the same extent that said Declaration of Covenants applies to the real property included in Phase IV of this Community. All Lot Owners in Phase V shall be members of Rock Ridge Summit Homeowners 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 Phase IV and Phase V. This is subject to, however, Declarant's right to have the Community managed by Rock Ridge Community Association, an existing association that manages Rock Ridge South Phases I, II and III, as allowed in the Special Declarant Rights. In such event, all Lot Owners in Phases IV and V shall be members in Rock Ridge Community Association.

* * * * *

4.2.1 Height Restrictions. [Modified]

It is the Declarant's intention to protect and preserve to the extent possible, the views for all reasonable building sites on Lots within the Subdivision. The height of structural Improvements erected on Lots shall be restricted to the lower limit of that required under any applicable building code or other Ordinance in effect at the time of application for a building permit and in conformance with the standards and restrictions attached hereto as Exhibit "A" applicable to Phase IV, and in conformance with the standards and restrictions attached hereto as Exhibit "A-1" applicable to Phase V.

4.3.1 Design Guidelines. [Modified]

Design shall be generally consistent with the theme of the Community established by the Declarant and per the "Exterior Design Guidelines" attached hereto as Exhibit "B". Dwellings constructed on any lot exclusive of porches, patios and garages shall have not less than 1,500 square feet of living space for a single level dwelling and 2,200 square feet of living space for a two (2) story dwelling. Each home must have a garage to accommodate at least two (2) full size automobiles. The Board of Directors shall have the authority to adopt more specific Design Guidelines and procedures to implement the basic theme contained herein, pursuant to Section 8.2 hereto.

4.3.3 Time for Approval - No Construction Prior to Approval. [Modified to correct grammatical error]

The Declarant, Board or the ARC, as applicable, shall approve or disapprove plans, specifications and details within thirty (30) days of receipt thereof. If the Declarant, Board or ARC, as applicable, fails to respond within thirty (30) days, then the plans shall be deemed approved. No construction activity may commence prior to such approval.

* * * * *

8.1.20 Mailboxes and Newspaper Tubes. [Modified]

Cluster mailboxes are located on Rock Ridge Parkway for owners of Lots 1 through 13, Phase IV and owners of Lots 1 through 19, Phase V.

8.1.22 Uses by Declarant. [Modified]

Nothing in the Governing Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes or for the closing of sales of Lots. Further, Declarant specifically reserves the right to operate a construction office or rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such Persons.

8.1.23 Lease Restrictions. [Modified]

With the exception of an institutional lender in possession of a Lot following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Lot Owner shall be permitted to lease all or any portion of a Lot for periods of less than six (6) months. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing. Any tenant or subtenant of any portion of a Lot shall be deemed to have assumed all the responsibilities of an Owner under this section of the Declaration.

* * * * *

9.4 Accounts: Commingling Prohibited. [Modified]

Amounts collected by the Board of Directors as Assessments against the Lots for operating expenses or Reserves shall be kept in accounts in the name of the Association and shall not be commingled with funds of any other Association, nor with the funds of any Managing Agent or any other person responsible for the custody of such funds. Any reserve funds shall be kept in one or more insured, segregated accounts. Any transaction affecting such funds, including the issuance of checks, shall require the approval of at least two persons who are Officers or Directors of the Association that are authorized to act as signors on the account.

* * * * *

12.2.7 Liability for Conduct Causing Common Expense. [Modified to correct grammatical error]

Each Lot Owner shall be liable for the cost of all maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or the act, neglect or carelessness of any member of his or her family or his or her employees, agents, tenants or licensees, but only to the extent that such cost is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. To the extent that any Common Expense is caused by the misconduct of any Lot Owner, the Association may specially assess that expense against the Owner's Lot, PROVIDED that no such Special Assessment may be levied unless the allegedly offending Owner has been provided with notice of and an opportunity to be heard at a hearing to be conducted pursuant to provisions of the Bylaws.

* * * * *

15.7.2 Declarant Control Period. [Modified to correct grammatical error]

The Declarant has reserved the rights to (a) appoint and remove Officers and members of the Board of Directors of the Association; (b) appoint and remove members from the ARC; and (c) veto or approve a proposed action of the Association, its Board of Directors or any Committee, for a period of time known as the "Declarant Control Period". The Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for such purposes. The Declarant Control Period shall not exceed ten (10) years following the conveyance of the first Lot within Phase IV from the Declarant to a party other than an Affiliate of the Declarant. The Declarant Control Period shall terminate sixty days after conveyance of the last Lot within Phase V, or ten (10) years following the conveyance of the first Lot within Phase IV from the Declarant to a party other than an Affiliate of the Declarant, whichever first occurs.

* * * * *

___ Exhibits.

Attached hereto is Exhibit "A-1" and the Amended and Restated Exhibit "B" 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.

[signatures on following page]

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

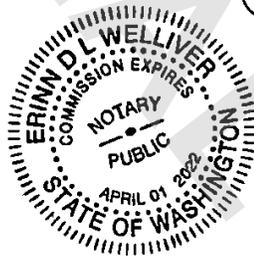
DECLARANT:
RR SUMMIT NW LLC

BY: [Signature]
Nels Strandberg, Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Nels Strandberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Managing Member of the Declarant, RR Summit NW LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: July 23, 2018.



[Signature]
NOTARY PUBLIC in and for the State of
Washington.
My commission expires: 4/1/2022

**“EXHIBIT B”
Rock Ridge Phase IV and V
Exterior Architecture Design Guidelines**

“Coastal Contemporary Design” General Considerations:

- “Form Follows Function” The result of the design should derive directly from its purpose.
- Simplicity and clarity of forms and elimination of “unnecessary detail”.
- Visual expression of structural elements
- The true nature or natural appearance material should be seen rather than concealed.
- Exteriors massing shall be clean lined.
- Emphasis on natural light, views, and view protection.

Specific Exterior Style Considerations:

1. All homes shall be custom designed and specific to the lot.
2. Buildings shall have low pitched roof; flat, shed, hip, or gable.
3. Large windows and window walls are encouraged.
4. Use of Natural materials are encouraged. (i.e. cedar siding, pine soffits, IPA paneling, etc.).
5. Enclosed soffits are required unless the exposed rafters are an architectural detail complimentary to the style of the home.
6. All roofs to be standing seam metal, TPO roofing material or similar approved material. Standing seam metal material shall be matte finish and non-reflective. To the greatest extent possible, TPO roof material shall be shielded from the street view using parapet walls, decorative screens, or painting of the TPO membrane to blend with surrounding color schemes. Where TPO roofs are visible from neighboring properties or views, the TPO membrane shall be painted to blend with the color scheme of the house using TPO material.
7. Concrete that is exposed more than 18” from grade shall be architectural in design.
8. Garage doors where reasonably possible shall be hidden from the street, garage doors shall be clean lined and contemporary.
9. Window frames shall be darker colors, copper, or clear aluminum. (approved palette available)
10. Bold colors are allowed if approved by the architectural committee, but should only be used as an “accent” (i.e. front door other lessor features).
11. Cement based (hardi products or similar) and high-quality metal siding products will be accepted. (Approved Palette Available)
12. Deck joists that are easily visible shall either be clad with soffit, hidden with landscape, walled with siding, or made to look finished and structural.
13. Exterior paint should be predominately natural wood color or darker greens, greys and browns. (Color Palette Available)
14. Change of siding materials should be encouraged at inside angle points or when building massing increases or decreases.
15. Exterior lighting dark sky standards, indirect down lighting.

16. Setbacks per City of Anacortes minimums unless otherwise shown on Exhibit "A" and Exhibit "B". The more restrictive setback will prevail.
17. Height Restrictions per City of Anacortes maximums or restrictions Per Exhibit "B" or whichever is most restrictive.
18. Landscape should consist predominantly of grass, bark mulch, native stone and/or gravel and plants, trees, and shrubs native to the west coast states of Oregon and Washington. (Approved Plant List Available)
19. Masonry to be selected from the preapproved palette.
20. Fences shall be architectural in design and complimentary to the homes architecture. Design, Materials and location to be approved by the ACC prior to installation.
21. Retaining walls shall be stacked stone native to Fidalgo Island. Other retaining wall materials and methods, may be approved by the ACC, if it can be shown the retaining wall will be complimentary to the subject home and the neighborhood.
22. Driveways shall be exposed aggregate or natural brushed concrete, other driveway materials and methods may be approved by the ACC, if it can be shown the driveway will be complimentary to the subject home and neighborhood.

Not Permitted:

1. Design themes imported from other geographic areas (i.e. French Chateau or Southwest Hacienda)
2. Design themes easily recognized from another era (i.e. Craftsmen, Cape Cod etc.). Some details and or characteristics of these styles may be accepted. (i.e. Shingle siding would be approved in Rock Ridge Phases IV & V, even though shingles are one of the defining characteristics of the Cape Cod Style, but if that same shingled house, has a steeper pitch roof and no overhangs it has become too recognizable as being designed in the Cape Cod theme and would *not* be approved).
3. Exterior White paint or color similar light colors, unless approved as an accent.
4. Exposed 2x4 or 2x6 truss tails.
5. Ogee style gutter systems.
6. Exposed Chimney flues visible from the street.
7. Siding materials: Vinyl siding, faux stone.
8. Roofing materials: Torch down, composition, or wood shingles, concrete or clay tile.
9. White or light tan windows.
10. Traditional grid windows and faux grid window systems.
11. Arched windows.
12. Overly decoratively applied architectural features that do not provide the appearance of function.
13. Asphalt or gravel driveways.
14. Exposed "rough frame" pressure treated deck framing, visible from the street.
15. Lighting that causes unnecessary glare and light pollution.
16. Landscape: rock, gravel, or cobble not naturally found in Western Washington
17. Fences: No chain link, vinyl or barbed wire.

***Developer, Owner or Declarant Reserves the Right to Make Changes to the Design Guidelines.**

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