

AFTER RECORDING, RETURN TO:  
River's Edge, LLC  
PO Box 619  
Sedro Woolley, WA 98284  
(360) 755-3101



**201811020006**

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Skagit County Auditor

**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATIONS  
FOR  
RIVER'S EDGE**

**TITLE OF DOCUMENT:** DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR RIVER'S EDGE

**GRANTOR:** RIVER'S EDGE, LLC

**GRANTEE:** THE GENERAL PUBLIC

**LEGAL DESCRIPTION:**

**ABBREVIATED:** A portion of the NW ¼ of Section 4, Township 34 N., Range 4  
E., W.M. City of Burlington; Lots 1-35 of recorded Plat  
201808240048

**FULL:** SEE EXHIBITS A and B

**PLAT MAP RECORDING NO:** 201808240048

## **ARTICLE 1**

### **IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE**

#### **1.1 Identification of Declarant and Property**

River's Edge, LLC, a Washington Limited Liability Company hereafter referred to as the "Declarant," and "Developer", is the owner in fee simple of the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as the "Property"). Declarant has submitted the Property to the provisions of Burlington Municipal Code, (hereinafter referred to as the "Ordinance") and has thus created from such Property a Subdivision known as "River's Edge."

#### **1.2 Reference to Platting Documents- Legal Description of Property Affected**

Concurrently here within, the Declarant has recorded with the Auditor of Skagit County, Washington the "Plat of River's Edge", this map is hereinafter referred to as the "Plat Map," which shows the location and dimensions of the Lots and Common Areas within the Community, together with other necessary information. This Declaration of Covenants thus benefits and burdens certain real property located in Skagit County, Washington and legally described on Exhibit A attached hereto.

#### **1.3 Purpose**

This Declaration of Covenants, together with the Plat Map referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to affect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitude which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

**ARTICLE 2**  
**DEVELOPMENT PERIOD;**  
**DEVELOPER'S RIGHT DURING DEVELOPMENT PERIOD**

**2.1 Development Period**

The term "Development Period" shall mean that period of time from the date of recording this Declaration until the date when all original Lots have been sold by Developer, to bona fide third party purchasers, or if additional properties shall have be subjected to this Declaration, then until date when all original and additional Lots have been sold by Developer to bona fide third party purchasers, but in any event the Development Period shall terminate ten (10) years after the recording of this Declaration. Notwithstanding the foregoing, the Developer, at its option, may elect to terminate the Development Period at any time by recording with the Skagit County Department of Records and Elections a Notice of Termination of Development Period referencing this Declaration and stating that the Development Period is terminated. As used herein, "Lot" shall mean any one of the residential lots located within the Property; and "Lot Owner" shall mean the record owner, whether one or more persons or entities, of any Lot, including any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but excluding those persons or entities having an interest in any Lot merely as security for the performance of an obligation. Until a Lot is sold to a bona fide third party purchaser, the Developer shall be deemed to be the Lot Owner of each Lot, but the Developer shall not be liable for assessments and fees and may be expressly excluded from other obligations to the Association as stated herein. The Developer will be deemed to be a Lot Owner for purposes of assessments by the Association in the event that any such Lot is rented or leased to any non-affiliated third party for uses consistent with the Lot as contemplated by this Declaration.

**2.2 Developer's Authority During Development Period**

Until termination of the Development Period, Developer hereby reserves for itself, its agent, successors or assigns, all of the rights, powers and functions of the Association and Board (as defined below) thereof, including, without limitation, the power to make assessments, collect funds, and spend monies on behalf of and through the Association for purposes consistent with this Declaration. During the Development Period, Developer hereby assigns the rights, powers and functions of the Association, the Board and all of the committees thereof to River's Edge, LLC, a Washington Limited Liability Company ("Developer"), and said rights, powers and functions shall be exercised and/or performed solely by Developer. When the term "Developer" is used in connection with the rights, powers and functions of the Association, such terms shall be equivalent to, and interchangeable with, the Board, the Association, and its committees, and shall be expressly include River's Edge, LLC as Declarant's Agent. Neither the Developer nor the Declarant's Agent shall have any obligation to publish financial statements, hold meetings or otherwise account to or consent with the Members, except as otherwise expressly required herein. Upon termination of the Development Period, administrative power and authority for management of the Property shall pass to the Board and Members as provided herein and in

the Bylaws (as defined below), and the authority of Declarant's Agent to act on behalf of the Developer shall automatically terminate.

### **ARTICLE 3 HOME OWNERS ASSOCIATION**

There is hereby created an association to be called "Rivers Edge Skagit Homeowners Association" ("Association"). The Association shall be a nonprofit corporation formed and operated pursuant to RCW 24.03 and RCW 64.38 unless said power is reserved for Developer or otherwise allocated in this Declaration. The Association shall use the name "Rivers Edge Skagit Homeowners Association" unless Developer elects to market the Lots under another name, in which case the Association shall use the common market name associated with the Property.

### **ARTICLE 4 BYLAWS OF THE ASSOCIATION**

#### **4.1 Adoption of Bylaws and Amendments**

Contemporaneous with formation of the Association, Declarant's Agent, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws of the Association ("Bylaws"). During the Development Period, Declarant's Agent shall have sole authority to amend the Bylaws. After termination of the Development Period, except as expressly provided to the contrary herein, the Bylaws may be amended from time to time by a vote of not less than sixty-six percent (66%) of the votes of all Members (including Developer, if applicable), at any regular or special meeting of the Association duly called for that purpose. As used herein, "Member" shall mean every Lot Owner who, including without limitation any Lots owned by Developer as provided for in Section 2.1 herein, as a result of such ownership, holds a membership in the association with rights and responsibilities as set forth herein and in the governing documents of the Association. Each Lot shall have one (1) membership inseparably appurtenant to it.

#### **4.2 Initial Board of Directors**

The Declarant's Agent shall designate the members of the initial Board of Directors of the Association ("Board"). The initial Board shall serve until the Developer or Declarant's Agent transfers the management and administration of Rivers Edge Skagit Homeowners Association to the Board elected by the Members pursuant to the Bylaws after termination of the Development Period. Except as specifically provided herein to the contrary, the initial Board shall have the right to exercise all powers and perform all functions of the Board.

## **ARTICLE 5 MANAGEMENT OF COMMON AREAS**

### **5.1 Control**

The Developer shall have and hereby reserves for itself, its successors, agent and assigns, an easement for the right during the Development Period to utilize the Common Areas for its' business uses and purposes, including, but not limited to, uses and purposes related to the construction, promotion and development of River's Edge. Current common areas include maintenance of the landscaping along Gardner Road, the River's Edge sign, management of street trees, maintenance of the sidewalks. Upon termination of the Development Period, said Developer's easement shall automatically terminate.

### **5.2 Costs**

Pursuant to its powers to make assessments and collect funds as set forth in Article 7 of this Declaration and in accordance with the Bylaws, the Association shall pay all costs of maintaining and operating the Common Areas ("Common Area Costs"). Notwithstanding the foregoing, during the Development Period, Developer shall advance to the Association certain funds to be utilized by the Association to pay for and/or defray the costs of maintaining and operating the Common Areas with respect to any Lots that are then unsold at the time any such Common Areas Costs arise and are properly due and payable in accordance with this Declaration ("Common Area Costs Advance"). Notwithstanding the foregoing covenant, Developer does not waive or otherwise modify this Declaration with regard to other costs, fees, assessments and charges for which Developer is expressly or implied exempted from pursuant to the terms and conditions set forth herein. Not later than upon expiration/termination of the Development Period as provided for in this Declaration and prior to any transfer of control of the Association, Developer shall be reimbursed by the Association in full, for any amount of the Common Area Costs Advance then outstanding.

### **5.3 Common Area Maintenance**

The Association shall maintain all Common Areas within the Plat of River's Edge consisting of the landscaping along Gardner Road, the River's Edge sign, management of street trees, maintenance of the sidewalks. The Association may choose to maintain other areas such as walking paths or street-side landscaping as it sees fit.

## **ARTICLE 6 COVENANT FOR MAINTENANCE ASSESSMENTS**

### **6.1 Creation of Lien and Personal Obligation of Assessment**

The Association, acting through the Board and otherwise in compliance with the Bylaws is authorized to make such assessments and levy such fees against the Lots and each Lot Owner thereof from time to time or as are necessary for the Association to fulfill its

obligations under this Declaration and the Bylaws. Each Lot Owner is deemed to covenant and agree to pay to the Association all Common Area Costs assessed against its Lot by the Association in accordance with this Declaration and the Bylaws, which such consent shall be ratified by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in any such deed or other instrument. Common Area Costs include without limitation: (a) annual assessments or charges and (b) special assessments. Said annual and special assessments, together with interest therein and costs of collection thereof (including reasonable attorneys' fees whether or not suit is commenced), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be personal obligation of the Lot Owner owning the Lot when the assessment is due. There shall be no assessment by the Association on any Lot until after the Lot is sold by the Developer or is otherwise provided for in Section 2.1 herein. The personal obligation for delinquent assessments, including without limitation any fees, fines, penalties, etc., shall not pass to the Lot Owner's successors in title unless the lien for such delinquent assessment has been properly recorded prior to transfer of title or unless expressly assumed by the transferee. Notwithstanding the foregoing, any right of the Association to lien any Lot as provided for in this Declaration shall not expire or otherwise terminate in the event of any transfer or sale of a Lot from one Lot owner to another, and the Association shall retain the right at all times to exercise its power under this Declaration regarding the same in accordance with the terms and conditions set forth herein. The case of the sale of any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, shall be personally liable only for the amount of the installment due prior to said sale. The new Lot Owner shall be personally liable for installments which become due on or after said sale.

## **6.2 Default in Payment of Assessment-Remedies**

If any assessment is not paid within thirty (30) days after it is first due and payable, such assessment shall bear interest at the highest rate permitted by law, or if no limitation is imposed by law, at eighteen percent (18%) per annum, from the date on which it was due until paid. In the event any annual or special assessment remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days' written notice to the Lot Owner, accelerate and demand immediate payment of the delinquent assessment, and any assessments which the Board reasonably determines will become due during the next succeeding twelve (12) months. If the assessments and any accrued interest is not paid in full within fifteen (15) days of the date of the notice, the Association may bring an action against the person or entity personally obligated to pay such assessment and/or record a lien for the amount of the assessment plus interest and attorney fees and costs incurred or estimated to be incurred in enforcing the lien with the county in which the Lot is located. The lien may be foreclosed in the same manner as a real property mortgage. Suit to recover a money judgment for unpaid assessments or charges can be maintained against the Lot Owner in conjunction with or separate from foreclosure of the lien. The notice of assessment shall not be filed or record unless and until the Board has delivered to the defaulting Lot Owner a notice of the intent to file the lien.

### **6.3 Foreclosure of Assessment Lien: Attorney's Fees and Costs**

The Board may initiate action to foreclose the lien of any assessment on behalf of the Association. In any action to foreclose a lien against the Lot for nonpayment of delinquent assessments or charges, any judgement rendered against the Lot Owner in favor of the Association shall include a reasonable sum for attorney fees and costs and expenses reasonably incurred in preparation for and pursuit of such action in addition to taxable costs permitted by law. The Association shall additionally be entitled to reimbursement for all its attorney fees whether said attorney fees are incurred in negotiation, arbitration, litigation, foreclosure, or collection action, bankruptcy or appeal.

## **ARTICLE 7 EASEMENTS & RESTRICTIONS**

The following nonexclusive, perpetual, appurtenant easements and those shown on the Map are hereby reserved for the benefit of and created, granted and conveyed to the Lot Owners Association or other parties as identified below (as used herein, the term "Map" shall additionally include subsequent Maps of divisions of River's Edge which are recorded).

### **7.1 Utility Easements**

Utility easements are granted to utility entities. The utility entities shall use the easements in such manner as to minimize inconvenience to the Lot Owners, damage to any roadway and existing structures and interference with other utilities. Said utility entities shall, at their own expense, repair any damage and restore the Property to as good a condition as existed prior to the performance of said work by said utility companies. Each Lot Owner agrees not to place locks on structures enclosing utility meters or to, in any manner, interfere with utility representatives' access to said meters at all times.

## **ARTICLE 8 INSURANCE**

### **8.1 Liability and Hazard Insurance**

The Association shall obtain insurance policies as the Board deems appropriate in the best interest of the Members, including but not limited to liability insurance. All such insurance coverage shall be written in the names of each of the Members.

### **8.2 Building Insurance**

Every Lot Owner, at their own expense, shall insure the improvements on their Lot against loss or damage by fire or other casualty in an amount equal to the full replacement value thereof. Every Lot Owner shall secure liability insurance covering their Lot.

## **ARTICLE 9 AMENDMENT OF DECLARATION**

### **9.1 Developer's Reserved Rights**

The Developer reserves the right, and is hereby authorized to execute and to have recorded on behalf of all Lot Owners, any amendments to this Declaration it deems necessary prior to the termination of the Development Period. All Lot Owners hereby grant to the Developer and Declarant's Agent a full and complete power of attorney to take those actions and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

### **9.2 Power of Attorney**

All Lot Owners hereby grant to the Association (or Developer and Declarant's Agent during Development Period) a full and complete power of attorney to take any and all actions necessary to effectuate and record any amendment and agree that said amendment, when authorized and recorded as provided in this Article, shall be binding upon their property and them and their respective legal representatives, heirs, successors and assigns to the same extent as if they had personally executed said amendment. All Lot Owners hereby acknowledge and agree that the power of attorney herein granted shall be deemed coupled with an interest and shall be irrevocable.

## **ARTICLE 10 LIMITATION OF LIABILITY; INDEMNIFICATION**

### **10.1 Limitation of Liability**

No person who serves as a member of the Board, the initial Board ("Board Member") or as an officer of the Association (including Developer or Declarant's Agent) shall be personally liable to the Association or any Lot Owner or any other party for conduct as a member of the Board and shall be protected to the fullest extent permitted by law. If Washington State law is amended after adoption of this Declaration, then the liability of each Board Member of the Association shall be limited to the full extent permitted by the Washington State Law, as so amended.

### **10.2 Indemnification**

The Association shall indemnify and hold all persons who serve as a member of the Board ("Board Member") and/or officer of the Association, (Including Developer and Declarant's Agent), harmless to the full extent permitted under applicable law. This indemnification shall survive termination of such person as a Board Member and/or officer and shall inure to the benefit of that person's heirs, personal representatives, or assigns. The



Association may, upon written request, advance expenses incurred by any Board Member and/or officers entitled to this indemnification. If a claim for indemnification or advance of expenses is not paid within sixty (60) days after a written claim has been received by the Association, the claimant shall be entitled to reasonable costs and attorneys' fees. In addition, the Association shall have the power to indemnify employees and agents of the Association, including the Developer and Declarant's Agent, to the full extent permitted under applicable law.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee, or agent of the Association against any liability asserted against him and incurred by her/him in such capacity or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of Washington State Law.

The Association shall indemnify, defend and hold any Board Member or officer harmless for any obligation of the Association which the Board Member or officer personally guaranteed, so long as that Association obligation has been authorized and/or ratified by the Board as provided for in the Bylaws.

If any provision of this Section 10.2 is in violation of applicable law, then that provision shall be automatically modified to provide the broadest indemnification available under applicable law.

The rights to indemnification, limitation of liability, and to the advancement of expenses conferred in this Section 10.2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Association's articles of incorporation, Bylaws, agreement, or vote of Members, disinterested Board Members or otherwise.

## **ARTICLE 11 GENERAL PROVISIONS**

### **11.1 Subordination**

A breach of any of the provisions contained herein or any reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof; but said provisions shall be binding upon and effective against any Lot Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

### **11.2 Notice**

Any notice required by this Declaration, Bylaws, or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished to the Developer or Developer's Agent or the Association. If no mailing address has

been provided, such notice shall be addressed to the address of the Lot. Such notices shall be deemed received three (3) days after it has been deposited in the U.S. mail.

### **11.3 Severability**

Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

### **11.4 Headings**

The captions in this Declaration are for convenience only and do not in any manner affect, limit, or amplify the provisions hereof.

### **11.5 Right of Quiet Enjoyment**

No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements, Common Elements or the Real Property which would interfere with the Right of Quiet Enjoyment of the other residents of River's Edge.

### **11.6 Rentals**

A Lot Owner may rent or lease their Lot provided that no Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Additionally, any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association, and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or residence. Notwithstanding the provisions of Section 5.1 herein or anything in the Bylaws to the contrary, this Section 11.6 may not be amended, deleted or otherwise modified without the unanimous consent of each Lot Owner.

## **ARTICLE 12 GENERAL RESTRICTIONS**

### **12.1 Nuisances**

No noxious or offensive activity shall be conducted in any portion of River's Edge, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of River's Edge which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the River's Edge community.

### **12.2 Signs**

No sign of any kind shall be displayed to the public view on any Lot without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising the property for sale or rent. This Section 12.2 shall not be applicable to Developer, its agents and assigns at any time during the Development Period.

### **12.3 Campers, Trailers, Boats and Recreational Vehicles**

Except as hereinafter expressly provided, the Common Area and/or streets located on the real property of the Property shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat trailer, house trailer, camper, truck in excess of eight thousand two hundred (8,200) pounds gross weight or other recreational vehicle or similar object, or any party thereof, shall be stored or permitted to remain in the Common Area, nor on any Lot unless the same is stored or placed in a garage or is stored in rear or side yard within a fence enclosure.

The Board or its authorized representative shall give written notice of a violation to the Lot Owner or occupant, and said Lot Owner or occupant shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot Owner shall not comply within said ten (10) day period, the Board or its authorized representative is hereby granted the right to remove at the expense of the Lot Owner thereof any boats, trailers, campers, trucks, recreational vehicles or similar items which are parked or stored in violation of the terms and provisions hereof. Said Lot Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of said Lot Owners or public streets for the purpose of removing said boats, trailers, campers, trucks, recreational vehicles, or similar items which are parked or stored in violation of the terms and provisions hereof.

### **12.4 Animals**

Dogs, cats and other reasonable household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. All pets shall be kept on a leash when not in a residence or fenced yard. Pets shall not be allowed to eliminate waste on common areas or other owners' yards. The owner of any pet shall be responsible for immediate removal and disposal of any animal waste. Excessive barking, as determined by the Association, shall not be permitted. The Association may require the removal of any pet from River's Edge for repeated violation of the foregoing provisions and of rules and regulations adopted by it.

### **12.5 Garbage**

No Lot or portion thereof or any improvement thereon shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary

containers located in appropriate areas concealed from view. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches or on any of the Common Area. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owner. Should a Lot Owner fail to comply with this covenant within ten (10) days following the date on which notice is mailed to him by the Association informing him of such violation, then the Association may have said trash removed and charge the expense of removal to said Lot Owner, which shall be collectible as a special assessment.

#### **12.6 Temporary Structures**

There shall be no temporary outbuildings of any kind kept on a Lot. No garage shall be used as a residence either temporarily or permanently.

#### **12.7 Antennas**

No radio or television antenna or transmitting tower shall be allowed on any Lot or residence. Notwithstanding the foregoing, satellite dish receivers shall be permitted on any Lot provided that any such device shall be on the side or the back of any residence or other permitted improvement located on the Lot and shall not exceed a maximum diameter of twenty-four (24) inches.

#### **12.8 Storage**

No storage shall be permitted under decks or overhangs or anywhere else on any Lot which is visible from any point outside the Lot.

## EXHIBIT A

**Parcel A – P62713 (See recorded plat document 201808240048)**

(7.3900 ac) DK 12: ALL THAT PORTION OF TRACTS 58 AND 65 PER PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1 OF PLATS AT PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL OF WHICH ARE CONTAINED WITHIN GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 663.20 FEET EASTERLY FROM THE NORTHWEST CORNER WHICH BEARS NORTH 89-03-51 WEST THEREOF AND AT THE PROJECTION OF THE WEST LINE OF THE EAST HALF OF SAID TRACT 58, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED UNDER AFN 8710020014 (MAP BEARING N 89-58-35 E); THENCE SOUTH 1-01-29 WEST 386.81 FEET ALONG THE PROJECTION OF SAID WEST LINE OF THE SAID EAST HALF OF SAID TRACT 58 TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO DIKE DISTRICT NO. 12 AS RECORDED UNDER AFN 268258 AND ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID TRACT 58 AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89-16-45 WEST ALONG THE NORTH LINE OF SAID DIKE DISTRICT NO. 12 PARCEL 330.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1-01-29 WEST ALONG THE WEST LINE OF DIKE DISTRICT NO. 12 PARCEL 264.00 FEET TO THE SOUTHWEST CORNER THEREOF AND ALSO BEING THE SOUTH LINE OF SAID TRACT 58 AND FURTHERMORE BEING IN COMMON TO THE SOUTH LINE OF THAT CERTAIN PLAT KNOWN AS VISTA MEADOWS AS RECORDED UNDER AF# 200008210119; THENCE NORTH 89-16-45 WEST ALONG THE SHARED PLAT LINE AND TRACT LINE OF 58 AND 65 A DISTANCE OF 304.18 FEET TO THE EAST MARGIN OF SECTION STREET; THENCE SOUTH 1-06-33 WEST 50.00 FEET TO THE SOUTH LINE OF THAT STRIP OF LAND 50 FEET WIDE OFF THE NORTH SIDE OF THE WEST 10 ACRES OF SAID TRACT 65 AND AS CONVEYED TO DIKE DISTRICT NO. 12 UNDER AFN 67519; THENCE SOUTH 89-16-45 EAST ALONG THE SOUTH LINE OF THE NORTH 50 FEET OF THE BEFORE MENTIONED DIKE DISTRICT PARCEL 545.17 FEET TO THE EAST LINE OF THE WEST 545.16 FEET OF SAID TRACT 65; THENCE SOUTH 1-06-33 WEST 260.62 FEET ALONG THE BEFORE-MENTIONED EAST LINE; THENCE NORTH 45-41-46 EAST 214.91 FEET; THENCE NORTH 41-57-42 EAST 163.74 FEET; THENCE NORTH 58-42-57 EAST 59.63 FEET; THENCE NORTH 61-07-49 EAST 478.12 FEET TO THE EAST LINE OF TRACT 58, SAID POINT BEING 386.19 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID TRACT 58; THENCE NORTH 0-56-23 EAST ALONG THE EAST LINE OF SAID TRACT 386.19 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89-03-51 WEST 76.68 FEET TO A POINT THAT IS 556.57 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF SAID TRACT 58; THENCE SOUTH 0-56-23 WEST 107.90 FEET; THENCE NORTH 89-03-51 WEST 265.52 FEET; THENCE SOUTH 0-56-09 WEST 138.73 FEET; THENCE SOUTH 61-08-01 WEST 220.91 FEET; THENCE NORTH 89-16-40 WEST 99.90 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO DIKE DISTRICT 12 AS RECORDED UNDER AF# 268258 AND ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID TRACT 58 AND THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF WEST 1/2 OF TRACT NO. 58, PLAT OF BURLINGTON ACREAGE; THENCE WEST 330 FEET; THENCE NORTH 264 FEET; THENCE EAST 330 FEET; THENCE SOUTH 264 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF TRACT 58, PLAT OF BURLINGTON ACREAGE PROPERTY, AS PER PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF DIKE DISTRICT NO. 12 TRACT CONVEYED UNDER AUDITORS FILE NO. 268258; THENCE SOUTH 89-45-41 WEST 90.0 FEET ALONG THE NORTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITORS FILE NO. 268258), TO THE POINT OF BEGINNING; THENCE SOUTH 0-3-55 WEST 314.00 FEET PARALLEL WITH THE EAST LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITORS FILE NO. 268258) TO A POINT ON THE SOUTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT RECORDED UNDER AUDITORS FILE NO. 67519, SAID POINT BEING THE TERMINUS OF SAID LINE. TOGETHER WITH THAT PORTION OF TRACT 65, PLAT OF BURLINGTON ACREAGE PROPERTY, AS PER PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, CONVEYED TO DIKE DISTRICT NO. 12 BY DEED RECORDED UNDER AUDITORS FILE NO. 67519, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID DIKE DISTRICT NO. 12 TRACT CONVEYED UNDER AUDITORS FILE NO. 268258; THENCE SOUTH 89-45-41 WEST 90.00 FEET ALONG THE NORTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITORS FILE NO. 268258) TO THE POINT OF BEGINNING; THENCE SOUTH 0-03-55 WEST 314.00 FEET PARALLEL WITH THE EAST LINE OF SAID DIKE

DISTRICT NO. 12 TRACT (AUDITORS FILE NO. 268258) TO A POINT ON THE SOUTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT RECORDED UNDER AUDITORS FILE NO. 67519, SAID POINT BEING THE TERMINUS OF SAID LINE.

**Parcel B – P62736 (See recorded plat document 201808240048)**

(5.1800 ac) DK 12: ALL THAT PORTION OF TRACTS 58 AND 65 PER PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1 OF PLATS AT PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL OF WHICH ARE CONTAINED WITHIN GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 663.20 FEET EASTERLY FROM THE NORTHWEST CORNER WHICH BEARS NORTH 89-03-51 WEST THEREOF AND AT THE PROJECTION OF THE WEST LINE OF THE EAST HALF OF SAID TRACT 58, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED UNDER AFN 8710020014 (MAP BEARING N 89-58-35 E); THENCE SOUTH 1-01-29 WEST ALONG THE PROJECTION OF THE WEST LINE OF THE SAID EAST HALF OF SAID TRACT AND ALSO BEING ON THE WEST LINE OF THE EAST HALF OF SAID TRACT 58 BEING 650.81 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 58 THENCE NORTH 89-16-45 WEST ALONG THE COMMON TRACT LINE 89.00 FEET TO THE EAST LINE OF THE WEST 545.16 FEET OF TRACT 65; THENCE SOUTH 1-06-33 WEST 310.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1-06-33 WEST 340.60 FEET TO THE SOUTH LINE OF SAID TRACT 65; THENCE SOUTH 89-29-11 EAST A DISTANCE OF 156.79 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT ALSO CONVEYED TO SKAGIT COUNTY DIKE DISTRICT NO. 12, BY QUIT CLAIM DEED RECORDED UNDER AFN 797624, AS SAID POINT SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED UNDER AFN 9004250019, SAID POINT ALSO BEING THE BEGINNING OF THAT CERTAIN CONTROLLING LINE OF DELINEATION, DESIGNATING A PARCEL OF LAND TO BE ANNEXED TO THE CITY OF BURLINGTON BY ORDINANCE NO. 1391 AND RECORDED UNDER AFN 20010310018, HERE-IN-AFTER KNOWN AS SAID LINE; THENCE NORTH 27-41-22 EAST ALONG SAID LINE 310.00 FEET BEING THE PROJECTION OF THE WESTERLY LINE OF THE BEFORE MENTIONED DIKE DISTRICT NO. 12 TRACT RECORDED UNDER AFN 797624; THENCE NORTH 41-21-09 EAST ALONG SAID LINE 211.66 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN TRACT CONVEYED TO DIKE DISTRICT NO. 12 BY DEED RECORDED UNDER AFN 528515; THENCE NORTH 27-41-22 EAST ALONG SAID LINE AND THE WESTERLY TRACT LINE OF AFN 528515 (BEING CALLED NORTH 27-16 EAST ON PREVIOUS DEED RECORDED UNDER AFN 528515) 239.70 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID TRACT 65 AND COMMON TO TRACT 58, SAID POINT ALSO LYING NORTH 89-16-45 WEST A DISTANCE OF 183.64 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 65, AND ALSO, SHOWN ON THAT CERTAIN RECORD OF SURVEY, RECORDED UNDER AFN 8807190077 AND AFFIRMED PER RECORD OF SURVEY RECORDED UNDER AFN 199912210063; THENCE SOUTH 89-16-45 EAST ALONG SAID COMMON TRACT LINE AND SAID LINE 183.64 FEET TO THE NORTHEAST CORNER OF TRACT 65 IN COMMON TO ADJOINING TRACT 58 AND THE ABUTTING PLATTED ROAD MARGIN; THENCE NORTH 0-56-20 EAST ALONG SAID MARGIN 232.24 FEET TO A POINT BEING 386.19 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID TRACT 58; THENCE SOUTH 61-07-49 WEST 478.12 FEET; THENCE SOUTH 58-42-57 WEST 59.63 FEET; THENCE SOUTH 41-57-42 WEST 163.74 FEET; THENCE SOUTH 45-41-46 WEST 214.91 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel C – P62693 (See recorded plat document 201808240048)**

(1.4500 ac) DK 12: BEGINNING AT THE SOUTHEAST CORNER OF WEST 1/2 OF TRACT NO. 58, PLAT OF BURLINGTON ACREAGE; THENCE WEST 330 FEET; THENCE NORTH 264 FEET; THENCE EAST 330 FEET; THENCE SOUTH 264 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF TRACT 58, PLAT OF BURLINGTON ACREAGE PROPERTY, AS PER PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF DIKE DISTRICT NO. 12 TRACT CONVEYED UNDER AUDITOR'S FILE NO. 268258; THENCE SOUTH 89-45-41 WEST 90.0 FEET ALONG THE NORTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITOR'S FILE NO. 268258), TO THE POINT OF BEGINNING; THENCE SOUTH 0-3-55 WEST 314.00 FEET PARALLEL WITH THE EAST LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITOR'S FILE NO. 268258) TO A POINT ON THE SOUTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT RECORDED UNDER AUDITOR'S FILE NO. 67519, SAID POINT BEING THE TERMINUS OF SAID LINE. TOGETHER WITH THAT PORTION OF TRACT 65, PLAT OF BURLINGTON ACREAGE PROPERTY, AS PER PLAT THEREOF RECORDED IN

VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, CONVEYED TO DIKE DISTRICT NO. 12 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 67519, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID DIKE DISTRICT NO. 12 TRACT CONVEYED UNDER AUDITOR'S FILE NO. 268258; THENCE SOUTH 89-45-41 WEST 90.00 FEET ALONG THE NORTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITOR'S FILE NO. 268258) TO THE POINT OF BEGINNING; THENCE SOUTH 0-03-55 WEST 314.00 FEET PARALLEL WITH THE EAST LINE OF SAID DIKE DISTRICT NO. 12 TRACT (AUDITOR'S FILE NO. 268258) TO A POINT ON THE SOUTH LINE OF SAID DIKE DISTRICT NO. 12 TRACT RECORDED UNDER AUDITOR'S FILE NO. 67519, SAID POINT BEING THE TERMINUS OF SAID LINE. SURVEY AF#201412120041

**River's Edge LLC, Impervious Surface Coverage Allowance****Exhibit B**

Lot Number	Lot Size	Total Impervious Surface Sq Ft	Impervious Surface Coverage
1	9848	5711.84	58.0%
2	7600	4408	58.0%
3	7600	4408	58.0%
4	7600	4408	58.0%
5	7600	4408	58.0%
6	8245	4782.1	58.0%
7	8777	5090.66	58.0%
8	7600	4408	58.0%
9	7600	2905	38.2%
10	7600	2910	38.3%
11	7639	4430.62	58.0%
12	8345	4840.1	58.0%
13	8992	5215.36	58.0%
14	7696	4463.68	58.0%
15	7952	3108	43.6%
16	8422	3122	43.6%
17	8274	3579	43.3%
18	10484	6080.72	58.0%
19	8240	4779.2	58.0%
20	8240	4779.2	58.0%
21	8271	4797.18	58.0%
22	39605	22970.9	58.0%
23	13828	8020.24	58.0%
24	11540	6693.2	58.0%
25	9522	5522.76	58.0%
26	9255	5367.9	58.0%
27	9241	5359.78	58.0%
28	9241	5359.78	58.0%
29	9241	5359.78	58.0%
30	8737	1908	21.8%
31	8737	2481	28.4%
32	8736	2296	26.3%
33	8736	2171	24.9%
34	8736	2426	27.8%
35	9041	5243.78	58.0%
	<b>336,821.00</b>	<b>173,814.78</b>	<b>51.0%</b>

Total Impervious SF for lots 1-35	173,814.78
Total Impervious SF in Right Of Way (Road and Sidewalk)	46,497.00
Total Impervious SF in Tract 998 and 999 (Access Road and Trail)	20,533.00
<b>Total Proposed Impervious SF</b>	<b>240,844.78</b>
Total Proposed Impervious SF	240,844.78
Total Plat SF	609,840.00
<b>Total Plat Impervious Surface Coverage</b>	<b>39.49%</b>