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Skagit County Auditor

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND
ROAD MAINTENANCE AGREEMENT OF**

ALMIDA VISTA HOMEOWNERS, LLC

This is a First Amendment to that certain Declaration of Easements, Covenants, and Road Maintenance Agreement (“Declaration”) under Skagit County Auditor’s File No. 9801080066 which pertained to Short Plat 96-010, which was recorded under Skagit County Auditor’s File No. 9801080064 and found in Volume 13 of Short Plats, page 86.

This instrument dated this ^{6th} day of February, 2021, is executed among Russell Herron (“Herron”), Kevin Abbott and Cherree Abbott (“Abbott”), and Christine I. Prime and Jeffrey S. Prime (“Prime “), who are members of the by ALMIDA VISTA HOMEOWNERS, LLC (“Almida Vista LLC”), all of whom are owners of lots within Short Plat 96-0103 legally described in Exhibit “A” attached hereto.

WITNESSETH

WHEREAS, on or about the 8th day of October, 1998, Almida Vista Corporation, a Washington, corporation, (Declarant/Developer) Kenneth Wolcoski, its authorized representative, recorded a Declaration of Easements, Covenants, and Road Maintenance Agreement (“Declaration”) under Skagit County Auditor’s File No. 9801080066 which pertained to Short Plat 96-010, which was recorded under Skagit County Auditor’s File No. 9801080064 and found in Volume 13 of Short Plats, page 86. Short Plat 96-010 contains four (4) lots.

WHEREAS, pursuant to note 1 of said Short Plat 96-010 which states “All maintenance and construction of roads is the responsibility of the homeowners’ association with the lot owners as members.” a homeowner’s’ association was formed, to wit: Almida Vista Homeowners, LLC on September 17, 2008, a non-profit Washington liability company under UBI No. 602.

WHEREAS, the Almida Vista LLC has maintained the common road which connects the members private drives to State Highway 20. The common road turnaround is described as a paved cul-de-sac which provides access from the state highway to the members properties. It also contains landscaping and a community mailbox for the members.

WHEREAS, the United States of America & In Trust for the Samish Indian Nation (Samish Nation”) has acquired ownership of Lot 4. In 2004, the Samish Tribe entered into a Settlement

Agreement with Skagit County authorizing the Samish nation to construct up to 26 single family unit housing on Lot 4 which would require access to State Highway 20 through the common road.

AND WHEREAS, the Samish Nation has refused to participate in the Annual Meetings of the Almida Vista LLC and as of October, 2020 has indicated an intent to build a gas station and convenience store on Lot 4 instead of single residential units without receiving approval from Skagit County, members of the Almida Vist LLC have significant concerns as to overuse of the common road and affect of such commercial activity may have on their property values.

NOW THEREFORE, the Almida Vista LLC hereby declares that in order to comply with the intent to properly maintain the road right-of-way as set forth in the Declaration, which were recorded for the purpose of protecting the land and desirability thereof, and which run with the title to the real property described herein, the Declaration and this Amendment shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall include to the benefit of each and every Owner of all or any portion thereof.

IT IS HEREBY AGREED that the Declaration of Easements, Covenants, and Road Maintenance Agreement is amended as follows to be added after the Section entitled "Road Maintenance Agreement".

A. Authorized Use.

1. Access shall be limited to single family residential use only.
2. Access to the common area turnaround for each Lot may not be changed from its current or original location as referenced by the Short Plat #96-0103, recorded January 8, 1998, under the Skagit County Auditor's file #9801080064, Volume 13 of Short Plats.
3. Each Lot owner is limited to one access off the common road turnaround.
4. No changes to the existing access from the common area turnaround to SR20 are allowed without the written approval of the HOA, especially any widening or encroachment upon landscaped areas of the turnaround. Permitting shall be required from the relevant Skagit County or State agencies before commencement of any approved project. Permits must be presented to the HOA.
5. Entry road access from each lot to the common area turnaround is limited to 30' and may not be changed without the written approval of the Almida Vista LLC

B. Commercial Use Prohibited.

1. No commercial or retail activity by any lot owner is permitted on or across the common area turnaround. Home based businesses with less than 10 visitors per day may be approved with written permission of the Almida Vista LLC.

C. Signage.

1. No signage is allowed on the common area turnaround without the written consent of Almida Vista HOA.

2. Signs are limited to 24"x36" in size and may not be commercial by nature. Signs may not be lighted without the written approval of the HOA. Signs must not detract from the rural residential nature of the common area turnaround or other Lots in the subdivision.
3. No signage of commercial or retail nature is allowed by any lot owner within 150 feet of the common area turnaround.
4. No modification or removal of any existing signs, structures or landscaping on the common area is allowed without the written approval of the Almida LLC

D. Unauthorized Activity.

1. Any activity that results in excessive wear or damage on or to the common area turnaround, as determined by the Almida Vista LLC is not allowed on the common area turnaround. The offending lot owner shall be liable for damages from such activities and subject to lien against their lot for both damages and cost of recovery
2. No activities that would, by determination of Almida Vista LLC, generate excessive and/or constant noise pollution to the other residents of the subdivision are allowed.
3. No excavating, paving or other activity that shall be deemed by the Almida Vista LLC to disrupt or hamper any Lot owners use of the common area is allowed without adequate notice and written permission of the Almida Vista LLC.
4. No vehicle standing or parking on the common area turnaround is allowed.
5. No loitering or pedestrian traffic on the common area turnaround is allowed.
6. No transport or commuter vehicles or stopping areas for the same are allowed on the common area turnaround.
7. No installation of any structures, lighting, road markings or modifications (such as speed bumps or medians) are allowed on the common area turnaround without written permission of the HOA.
8. Any activity by a lot holder or their visitors that creates a danger to other residents or the general public is prohibited on the common area turnaround and the responsible lot holder shall assume responsibility for any damages or legal costs resulting from the same.
9. No activity or traffic of the common area turnaround that impedes or has the potential to interfere with emergency service vehicles, delivery vehicles, utility vehicles or other visitor's access shall be allowed.

E. Indemnification/Attorney's Fees.

In addition to any fine or other sanction imposed by the Almida Vista LLC, any Member who violates these Easements, Covenants, and Road Maintenance Agreement or who uses his or her property in any manner that causes harm or damage to the Almida Vista LLC shall assume all liability connected with such violation, and shall indemnify and defend the Almida Vista LLC to the fullest extent authorized under the law for any and all costs and expenses incurred by the Almida Vista LLC, including but not limited to the reimbursement of attorney fees resulting from such violation or from enforcement by the Almida Vista LLC.

