

**After Recording Mail to:**  
Nord Northwest Corporation  
P. O. Box 713  
Conway, WA 98238-0713



200407150082  
Skagit County Auditor

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**FIRST SUPPLEMENTAL DECLARATION  
THE RIDGE AT MADDOX CREEK CONDOMINIUM ASSOCIATION**

**Grantor(s):** The Ridge at Maddox Creek Condominium Association  
**Grantee(s):** The Public  
**Legal Description:** Maddox Creek PUD, Phase 3  
Lot B-12

Situated in Skagit County, Washington.

All land described under all possible phases including the land described in the phase contained herein and referenced above.

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THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 7th day of July, 2004, by Nord Northwest Corporation, a Washington corporation ("Declarant").

Declarant proposes to amend a condominium now known as The Ridge at Maddox Creek, according to the Declaration thereof recorded under Auditor's File No. 200309120223, and the survey map and plans thereof recorded in the records of Skagit County, Washington. The purpose of this Declaration is to correct scrivener's errors and to amend Articles as listed below, and to include restrictive covenants granted to the Mount Vernon School District, recorded under Skagit County Auditor's Number 200406230100.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

Articles 15.2.1 through 15.7.1 of the original Declaration of the Ridge at Maddox Creek Condominium Association are hereby amended to read as follows:

15.2.1 Residents. Except as expressly authorized in Section 15.2.2 below, the residents of the Project will be restricted solely to Adults and spouses/companions or caregivers of Adult Persons. A person is deemed to be a resident of the Project if that person remains overnight or sleeps in a unit. Children under the age of twenty-one (21) are not allowed as residents.

15.2.2 Temporary Guests. Visits by nonresidents shall not exceed thirty (30) nights in any six (6) month period.

15.3 Conveyances of a Possessory Interest. Unless a school impact fee has been paid in accordance with Article 15.4 hereof, any sale of, lease of, grant of a life estate in, other conveyance of any possessory interest in, or offer to make such conveyance of, an interest in any Unit or in all or part of the Project will only be made to a person or persons who will comply with the restrictions set forth in this Article 15 of the Declaration or Restrictive Covenant granted to the Mount Vernon School District #320 by the Declarant, recorded June 6, 2004, under Skagit County Auditor's file Number 200406230100.

15.4 School Impact Fee. A school impact fee shall be paid on a Unit in the manner and the amount specified by the City of Mount Vernon school impact fee ordinance in effect at the time the interest in such Unit of the Project is conveyed or occupied by any person not complying with the restrictions set forth in Article 15 of the Declaration.

15.5 Timing of Payment of Impact Fee. A school impact fee shall be paid to the Mount Vernon School District within thirty (30) days of occupancy of a Unit by a person not in compliance with the provisions of Article 15 of the Declaration or receipt of the notice described in Article 15 below; whichever is sooner. In the event that such school impact fee is not paid within the time specified in this Article 15.5, interest shall accrue on the amount of such school impact fee at a rate of nine percent (9%) per annum.

15.5.1 Collection and Lien. If a school impact fee has not been paid as required in Article 15.5, it shall become the responsibility of the Association or, if the Association has not been established, the Developer to collect the required fee from the owner of the Unit that is not in compliance. In addition, the Association or, if the Association has not been established, the Developer shall cause a lien in the amount of the school impact fee to be filed with the Auditor's Office for Skagit County against the Unit that is not in compliance.

15.5.2 Failure/Refusal to Pay. Notwithstanding the Association's or if the Association has not been established, the Developer's responsibility pursuant to Article 15.5.1, in the event the District is required to attempt to collect a school impact fee or to cause a lien to be filed against a Unit that is not in compliance with Article 15 of the Declaration,



the owner of the Unit shall be responsible for, in addition to any interest that accrues or additional costs allowed by law, the District's reasonable attorney's fees and litigation-related expenses, including the cost of expert witnesses. The District shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

15.6 Within ten (10) days of any sale of, lease of, grant of a life estate in, or other conveyance of a possessory interest in any Unit or in all or part of the Property, the Association or, if the Association has not been established, the Developer shall furnish to the City of Mount Vernon and the Mount Vernon School District No. 320 either a copy of a birth certificate, a marriage certificate, or other reliable documentary evidence demonstrating that the new resident meets the criteria set forth in Article 15 of the Declaration, or a notice that the new resident does not meet the criteria set forth in Article 15 of the Declaration.

15.7 Notwithstanding the City's and the School District's right to monitor, enforce, and collect impact fees for any Unit not complying with the restrictions set forth in Article 15 of the Declaration, it shall be the responsibility of the Owners and the Association or, if the Association has not been established, the Developer to monitor, collect, and pay impact fees pursuant to the City of Mount Vernon school impact fee ordinance for any Unit that is not in compliance with the restrictions set forth in Article 15 of the Declaration. This obligation will be a part of any covenants or Public Offering Statements relating to this Development.

15.7.1 The Association or, if the Association has not been established, the Developer shall deliver a report during the month of June of each calendar year to the Mount Vernon School District #320 and the City of Mount Vernon documenting compliance with the provisions herein.

IN WITNESS WHEREOF, Declarant has caused this First Supplemental Declaration to be executed this 11 day of July, 2004.

Nord Northwest Corporation,  
a Washington Corporation

By: [Signature]  
Richard G. Nord, Sr., President

STATE OF WASHINGTON )  
 )ss  
County of Skagit )

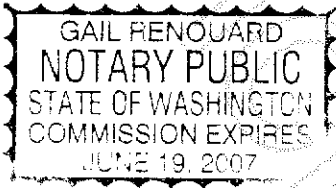


200407150082

Skagit County Auditor

I certify that I know or have satisfactory evidence that Richard G. Nord, Sr., is known to be the President of Nord Northwest Corporation, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath he stated that he is authorized to execute the said instrument.

DATED this 14<sup>th</sup> day of July, 2004.



Gail Renouard  
(Signature)

Gail Renouard  
(Print Name)

Notary Public in and for the state of Washington,  
Residing in Mount Vernon  
My Appointment Expires: 6-19-07

