

AFTER RECORDING SEND TO:

D. B. Johnson Construction, Inc.
1801 Grove St., Unit B
Marysville, WA 98270



200507180167
Skagit County Auditor

7/18/2005 Page 1 of 5 3:00PM

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Amendment to Declaration of Easement, Reservations, And Restrictive Covenants
(200305090002)

Grantor

Sauk Mountain Village LLC

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Grantee:

Plat of Sauk Mountain View Estates North, Phase I, Wildflower

JUL 18 2005

Amount Paid \$
Skagit Co. Treasurer
By Deputy

Legal Description:

Lots 1 through 61, inclusive, and Tracts CH-1, CH-2, CH-3, CH-4, CH-5, CH-6, CH-7, CH-8, CH-9, CH-10, CH-11, CH-12, CH-13, and Tracts A, B, C, D, E, R, W and Y and Tracts 2, 3, 5, 6, 7, and 8 of the Plat of Sauk Mountain View Estates North, Phase I, Wildflower according to the plat thereof recorded under Skagit County Auditor's File No. 200305090001 records of Skagit County, Washington.

Assessor's Property Tax Parcel/Account Numbers:

4813-000-001-0000	4813-000-002-0000	4813-000-003-0000	4813-000-004-0000
4813-000-005-0000	4813-000-006-0000	4813-000-007-0000	4813-000-008-0000
4813-000-009-0000	4813-000-010-0000	4813-000-011-0000	4813-000-012-0000
4813-000-013-0000	4813-000-014-0000	4813-000-015-0000	4813-000-016-0000
4813-000-017-0000	4813-000-018-0000	4813-000-019-0000	4813-000-020-0000
4813-000-021-0000	4813-000-022-0000	4813-000-023-0000	4813-000-024-0000
4813-000-025-0000	4813-000-026-0000	4813-000-027-0000	4813-000-028-0000
4813-000-029-0000	4813-000-030-0000	4813-000-031-0000	4813-000-032-0000
4813-000-033-0000	4813-000-034-0000	4813-000-035-0000	4813-000-036-0000
4813-000-037-0000	4813-000-038-0000	4813-000-039-0000	4813-000-040-0000
4813-000-041-0000	4813-000-042-0000	4813-000-043-0000	4813-000-044-0000
4813-000-045-0000	4813-000-046-0000	4813-000-047-0000	4813-000-048-0000
4813-000-049-0000	4813-000-050-0000	4813-000-051-0000	4813-000-052-0000
4813-000-053-0000	4813-000-054-0000	4813-000-055-0000	4813-000-056-0000
4813-000-057-0000	4813-000-058-0000	4813-000-059-0000	4813-000-060-0000
4813-000-061-0000			

**THIRD AMENDMENT TO
DECLARATION OF EASEMENT, RESERVATIONS, AND
RESTRICTIVE COVENENTS
OF
SAUK MOUNTAIN VIEW ESTATES NORTH, PHASE 1, WILDFLOWER**

This Amendment is made to the Declaration of Easement, Reservations and Restrictive Covenants of Sauk Mountain View Estates North, Phase 1, Wildflower dated May 8, 2003 and recorded May 9, 2003 under Skagit County Auditor's File No. 200305090002 (the "Declaration").

Whereas, Section 1.4 of the Declaration provides the right to amend the Declaration by recording such amendment signed by owners of 75% of the lots within the plat with the Skagit County Auditor;

Whereas, Sauk Mountain Village LLC currently owns 51 of the 61 lots in the plat of Sauk Mountain View Estates North, Phase 1, Wildflower;

Therefore, the Declaration is hereby amended as follows:

This Amendment replaces the Second Amendment to the Declaration, which was recorded under Skagit County Auditor's File No. 200504290152. That Amendment is hereby made null and void.

THE FOLLOWING SENTENCE IS ADDED TO SECTION 1.4:

Until such time as all of the lots in the Plat of Sauk Mountain View Estates North – Phase I – Wildflower have been sold to consumers (and not speculative builders), Declarant reserves the right to modify or amend this Declaration by recording such modification or amendment with the Skagit County Auditor.

TWO NEW SECTIONS ARE ADDED TO ARTICLE II:

Section 2.6 – DECLARANT EASEMENT. An easement is hereby granted to the Declarant to Lots 1 through 51 and to Tracts A, B, C, D, E, R, W and Y and to Tracts 2, 3, 5, 6, 7 and 8 and to Tracts CH-1, CH-2, CH-3, CH-4, CH-5, CH-6, CH-7, CH-8, CH-9, CH-10, CH-11, CH-12, CH-13, of the plat for the purpose of grading and the installation or maintenance of utilities.

Section 2.7 – MAINTENANCE OF CRITICAL AREA. Future developments on nearby or adjacent parcels of land may benefit from calculations based on Tract SMV-B as shown on the Sauk Mountain View Estates North – Phase I – Wildflower plat map recorded under Skagit County Auditor's File No. 20030305090001. Any future development that benefits from such open space calculations shall be obligated to share proportionately in the maintenance obligations of that Tract as provided in the



Reservation of Easement and Covenant for Maintenance of Critical Area and Homeowners Association Membership which is recorded under Skagit County Auditor's File No. 200507180165. Owners of Lots in Sauk Mountain View Estates North, Phase 1, Wildflowers, shall be obligated to make payments through The Plat of Wildflowers Homeowners Association to the Sauk Mountain Village North Phase III/IV Homeowners Association for their share of the maintenance of Tract SMV-B as provided in the Reservation of Easement; provided, the Owners of Lots in Sauk Mountain View Estates North, Phase 1, Wildflower shall have sole responsibility for maintenance of the private trail in Tract SMV-B

A NEW SECTION IS ADDED TO ARTICLE V:

Section 5.4 – SUCCESSOR DECLARANT. All rights of Declarant shall automatically pass to any person or entity acquiring more than fifty percent (50%) of the recorded lots within the Development from Sauk Mountain Village LLC. In the event of such an acquisition, the original Declarant shall indemnify successor Declarant from any damage or liability due to the actions of the original Declarant in that capacity. Successor Declarant shall have responsibility for only those actions taken as the Declarant after date of acquisition of lots.

SECTION 10.1 SHALL BE REPLACED WITH THE FOLLOWING:

Section 10.1 – RESIDENTIAL CHARACTER OF PROPERTY AND TYPE OF CONSTRUCTION. No lot shall be used except for residential purposes. Manufactured homes and/or non-site built structures, such as, but not limited to modular homes, shall not be allowed. Further, no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling. No storage sheds shall be allowed on any lot.

SECTION 10.2 SHALL BE REPLACED WITH THE FOLLOWING:

Section 10.2 – EXTERIOR MATERIALS. Replacement roofing material, siding material and exterior paint shall be similar in color and style to those used within the development and must be approved by the Architectural Control Committee provided for herein and one member of the board of directors of the Association.

SECTION 10.5 SHALL BE REPLACED WITH THE FOLLOWING:

Section 10.5 – TRAILERS/MOTORHOMES. PARKING. No recreational vehicles, commercial vehicles, campers, trailers, boats, or other similar vehicles shall be parked or permitted to remain on any parking space outside of a garage, for more than three (3) days. No such vehicles shall be parked overnight on any street within the Wildflower Community. (For the purposes of this Section 10.5, passenger vehicles, pickup trucks, and vans or trucks with single rear axles and single rear tires shall not be considered commercial vehicles even if marked with business logos or signage.) Visitors to the Owner who own recreational vehicles of any type shall not park such vehicle overnight on any street within the Wildflower Community, but may park it on the Owner's driveway on the Lot or the Owner's detached



garage, providing it does not remain there more than seven (7) consecutive days within any thirty day period, nor more than thirty (30) days within any twelve month period. Further no vehicle parked in a Homeowners driveway or in front of a detached garage shall protrude past the curb. The area from the garage door of any detached garage to the street shall be for the exclusive use of the Owner to which that garage unit is assigned. In the event that there is any violation of this parking restriction then the board may take corrective action, as it deems necessary in accordance with Section 6.2 of the Declaration.

THE FOLLOWING SENTENCE SHALL BE ADDED TO THE END OF SECTION 10.10:

If a compost facility is approved and constructed by the Association, yard waste (such as clippings and vegetation) from Lots within the Wildflower Community may be disposed of in such facility.

SECTION 10.13 SHALL BE REPLACED WITH THE FOLLOWING:

Section 10.13 – FIREARMS/MOTORCYCLES. No firearms of any kind shall be used within the property except by appropriate government officials. Muffled, licensed motorcycles shall be permitted on the property and roadways. Golf Carts shall be permitted on the property, roadways, and pathways therein. Motorcycles will not be allowed on pathways or trail corridors. The operation of muffled trail bikes, snowmobiles and similar vehicles is not permitted within the boundaries of the Wildflower Community. The operation of non-muffled motorcycles, motorbikes, trail bikes, snowmobiles or similar vehicles is prohibited on any portion of the property whether licensed or unlicensed.

THE FOLLOWING SHALL BE ADDED TO SECTION 11.3:

Submittals by or on behalf of lot owners shall include a plot plan drawn to scale reflecting the location of any and all structures within the Lot and relevant elevations. In addition, the submittal shall depict or describe with sufficient detail that the ACC is able to identify and review that design as well as describe the type and color scheme of all exterior materials.

In the event that the ACC fails to approve or disapprove a complete application submitted to it within thirty (30) days after receipt of the complete application or supplemental information reasonably requested by the ACC, further approval from the ACC for the structure or improvement identified in the application will not be required and the Lot Owner shall be deemed to have complied with this Covenant. However if prior to the completion of the structure, the Lot Owner or his/her contractor has made material changes from the application submitted to the ACC and/or failed to comply with the plans and specifications submitted to the ACC, then a new submittal to the ACC is reflecting such changes is required.

Except as expressly amended hereby, the Declaration remains in full force and effect as written. Defined terms in the Declaration have the same meanings herein, except as expressly hereby modified.



