

AFTER RECORDING RETURN TO:
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Skagit County Auditor

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TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR VIEW CREST TOWNHOMES
AF# OF AFFECTED DOCUMENT: 200607270146
GRANTOR: RGN CONSTRUCTION, LLC.
GRANTEE: THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR VIEW CREST TOWNHOMES**

PURPOSE: TO CLARIFY PROVISIONS RELATING TO LIMITED COMMON AREAS AND MAINTENANCE RESPONSIBILITIES ASSOCIATED THEREWITH, AND THE TIMING OF ASSESSMENT LIABILITY FOR UNDEVELOPED LOTS

THIS AMENDMENT is made this 4th day of August, 2006, by RGN CONSTRUCTION, LLC, a Washington Limited Liability Company ("Declarant").

WITNESSETH THAT:

WHEREAS, the Declarant executed certain documents establishing View Crest Townhomes in Mount Vernon, Washington and caused the Declaration of Covenants, Conditions, Restrictions and Reservations to be recorded in the land records of Skagit County, Washington, at Auditor's File No. 200607270146, along with the Amended P.U.D. and Re-Plat of Lots, which was contemporaneously recorded at Auditor's File No. 200607270145.

WHEREAS, pursuant to 17.3 of the Declaration, the Declarant may unilaterally adopt and amend the Declaration of Covenants or Plat Map to clarify portions of the Declaration;

NOW, THEREFORE, pursuant to and in compliance with Section 17.3 of the Declaration, the Declarant hereby amends the following Sections of the Declaration, as follows:

5.2 Limited Common Areas.

5.2.1 Description.

Those portions of the reserve tracts depicted on the Plat Map, identified as Lots D-20-R, D-21-R, D-22-R, D-23-R, D-24-R & D-25-R that do not contain the private road known as Digby Place and its associated stormwater drainage facilities, constitute Limited Common Areas. The Reserve Tracts contain landscaped areas and driveway improvements serving a Townhouse Building. Each such portion of a reserve tract is allocated to the Lots containing the Townhouse Building to which it is immediately adjacent. Thus,

those portions of the reserve tract identified as Lot D-20-R are allocated to Lots D-20-A, D-20-B & D-20-C; similarly, those portions of the reserve tract identified as Lot D-21-R are allocated to Lots D-21-A, D-21-B & D-21-C; and so forth.

[The rest of Section 5.2 is unaffected by this Amendment]

6.2. Limited Common Areas Within Reserve Tracts.

6.2.1 General Provisions.

Upkeep for the Limited Common Areas, defined in Section 5.2 hereof, on Lots D-20-R, D-21-R, D-22-R, D-23-R, D-24-R & D-25-R, which contain landscaping, driveway improvements and open space, shall be maintained by the Association in a safe, sanitary and tidy manner generally consistent with the wishes of the Owners of the Lots to which each such Limited Common Area is allocated. The Director representing each Townhouse Building in the Association pursuant to Section 7.4.2 hereof shall be responsible for ascertaining the wishes of the Owners in such Townhouse Building with respect to such matters. Noxious weeds shall be suppressed, and no trash or litter shall be allowed to accumulate within the Limited Common Areas. The costs incurred by the Association in providing such Upkeep shall be assessed as provided in Section 5.2.2 hereof.

6.2.2 Private Yard Areas.

Each private yard area within a Limited Common Area has been created for the exclusive use of the Dwelling within the Lot to which it is immediately adjacent, and shall be maintained by the Owner or Occupant of such Lot in a neat and tidy manner, consistent with such rules and regulations as the Board of Directors may promulgate with respect thereto, as provided in Section 9.1.5 of the Covenants. The Association may provide lawn and landscape maintenance services within such areas, to promote the uniform quality and appearance of such areas; in such case, the Association shall recover the costs of providing such maintenance either on a "per-Lot" basis, or as provided in Section 6.2.1 hereof, as the Board shall deem appropriate.

10.1 Assessments for Common Expenses.

10.1.1 Liability of Lots - Association Assesses Developed Lots.

Except as provided in Section 10.1.4 hereof, the total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed equally against the Lots containing completed Dwellings in the manner prescribed in Section 10.2 hereof. All expenses associated with Lots containing uncompleted Dwellings shall be borne by the Declarant or the Owner(s) of such Lot(s), as appropriate.

[The rest of Section 10.1 is unaffected by this Amendment]

EXCEPT as modified by this Amendment, all of the terms and provisions of the Covenants are hereby expressly ratified and confirmed and shall remain in full force and effect.



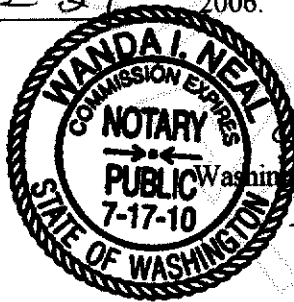
DECLARANT:
RGN CONSTRUCTION, LLC

BY: *Richard Nord* Manager
RICHARD NORD, Its Manager

STATE OF WASHINGTON)
COUNTY OF ~~WHATCOM~~ Island) ss.

I certify that I know or have satisfactory evidence that RICHARD NORD 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 Manager of the Declarant, RGN CONSTRUCTION, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 24 2006.



Wanda Neal
NOTARY PUBLIC in and for the State of
Washington. My commission expires:
July 17 2010



200610300168
Skagit County Auditor