



200705230184

Skagit County Auditor

5/23/2007 Page 1 of 4 3:29PM

AFTER RECORDING RETURN TO:

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

CHICAGO TITLE COMPANY
IQB3003

Document Title:

Amendment to Declaration of Reservations, Restrictive Covenants and Easements
Reference No. 200701190117

Grantors:

Cedar Heights LLC, Declarant

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

Grantees:

Lots 1 through 123 inclusive, Tract A and Tract B of the Plat of Cedar Heights PUD 1,
Phase 1 as per Plat recorded under Skagit County Auditor's File No. 200701190116,
records of Skagit County, Washington

Legal Description:

Lots 1 through 123 inclusive, Tract A and Tract B of the Plat of Cedar Heights PUD 1,
Phase 1 as per Plat recorded under Skagit County Auditor's File No. 200701190116,
records of Skagit County, Washington

Assessor's Property Tax Parcel/Account Number:

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| P125697 | P125698 | P125699 | P125700 | P125701 | P125702 | P125703 | P125704 | P125705 | P125706 |
| P125707 | P125708 | P125709 | P125710 | P125711 | P125712 | P125713 | P125714 | P125715 | P125716 |
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| P125777 | P125778 | P125779 | P125780 | P125781 | P125782 | P125783 | P125784 | P125785 | P125786 |
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| P125817 | P125818 | P125819 | P125820 | P125821 | | | | | |

**FIRST AMENDMENT TO DECLARATION OF RESERVATIONS,
RESTRICTIVE COVENANTS AND EASEMENTS OF
CEDAR HEIGHTS PUD 1/PHASE 1**

This Amendment is made to the Declaration of Easements, Reservations and Restrictive Covenants of Cedar Heights PUD 1/Phase 1 dated January 17, 2007 and recorded January 19, 2007 under Skagit County Auditor's File No. 200701190117 (the "Declaration").

Paragraph C of Section 6.1 of the Declaration provides the Declarant, Cedar Heights LLC, with the right to amend the Declaration by recording such amendment with the Skagit County Auditor and providing notice thereof to all other Owners. At this time, Cedar Heights LLC owns seventy lots and D.B. Johnson Construction, Inc. owns fifty-three lots. D.B. Johnson Construction, Inc. received notice as indicated by the signature of David B. Johnson, its president on this amendment. Therefore, the Declaration is hereby amended as follows:

The following sentences are hereby added to the end of Section 8.2:

Further, the Board is authorized to establish, amend and/or revoke a schedule of fines to enforce the Declaration, Articles, Bylaws and rules and regulations of the Association. The schedule of fines will become effective upon notification to Owners of such adoption including a copy of the schedule of fines. After it is effective, the Association in its absolute discretion, by its Board of Directors may impose fines as set forth in the schedule. Any fine imposed shall be an assessment against the Lot and subject to all the rules in Articles IX and X.

The following sentence is hereby added to the end of Section 2.3:

In addition, Owners agree to share in the costs of repair and maintenance of Landscape & Fence Maintenance Area A and Landscape Maintenance Area B as shown in Exhibit C hereto, the fence facing Division Street at the rear of Lots 94 through 98, and the fences surrounding Tract B and separating it from adjacent Lots as further described in Section 8.9.

A new Section 8.9 is hereby added:

Section 8.9 – MAINTENANCE OF CERTAIN FENCES AND LANDSCAPE AREAS. The Association shall uniformly maintain the fence facing Division Street at the rear of Lots 94 through 98, and the fence surrounding Tract B and separating it from adjacent Lots, with the exception of staining or painting of the side of the fences facing Owners' yards, which shall be the responsibility of the individual Lot Owners. (Owners of Lots shall be responsible for damage to the fence caused by the Owners, their guests, tenants and/or other invitees.) At a minimum, the Association shall inspect the fences for damage on a semi-annual basis. The Association shall make necessary repairs within forty-five days of each inspection. In addition, the Association shall maintain Landscape & Fence Maintenance Area A and Landscape Maintenance Area B as shown on Exhibit C hereto. The annual budget will include this fence and Landscape Area maintenance as expenses paid by the assessments collected from the members of the association.



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.

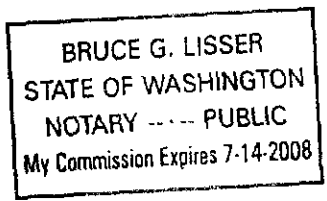
CEDAR HEIGHTS LLC

By Joe Woodmansee Date 5/18/2007
Joe Woodmansee, Authorized Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me, JOE WOODMANSEE, to me known to be the Authorized Member of Cedar Heights LLC and acknowledged to me that he was authorized to execute the foregoing instrument as such, and that said instrument was the free and voluntary act and deed of the entity referenced, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me on this 18th day of May, 2007.



Bruce G Lisser
Print Name: Bruce G Lisser
NOTARY PUBLIC in and for the State of
Washington residing at Mount Vernon
My Commission Expires: 7-14-08

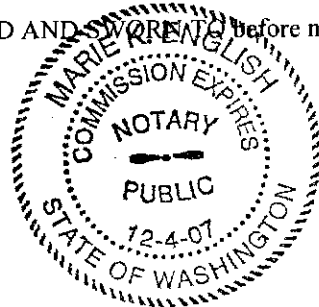
D. B. JOHNSON CONSTRUCTION, INC.

By David B Johnson SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Date 5/16/07
David B Johnson, President

STATE OF WASHINGTON)
) ss. Amount Paid \$ 0
COUNTY OF SNOHOMISH) Skagit Co. Treasurer
By [Signature] Deputy

On this day personally appeared before me, DAVID B. JOHNSON, to me known to be the President of D.B. Johnson Construction, Inc. and acknowledged to me that he was authorized to execute the foregoing instrument as such, and that said instrument was the free and voluntary act and deed of the entity referenced, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me on this 16th day of May, 2007.



Marie K English
Print Name: Marie K English
NOTARY PUBLIC in and for the State of
Washington residing at Marysville
My Commission Expires: Dec 4, 2007

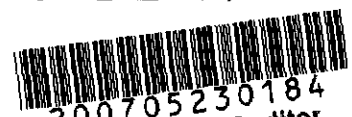


Exhibit C

