



200706200116  
Skagit County Auditor

6/20/2007 Page 1 of 4 11:20AM

**AFTER RECORDING RETURN TO:**  
D. B. Johnson Construction, Inc.  
1801 Grove St., Unit B  
Marysville, WA 98270

**CHICAGO TITLE CO.**

**Document Title**

Amendment to Declaration of Reservations, Restrictive Covenants and Easements

**Reference**

200705310139

**Grantor**

Cedar Heights LLC,

**Grantee:**

Cedar Heights PUD 1/Phase 2

**Legal Description:**

LOTS 124 THROUGH 221, PLAT OF CEDAR HEIGHTS PUD, PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 2007, UNDER AUDITOR'S FILE NO. 200705310138, RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

**Assessor's Property Tax Parcel/Account Number:**

P125822

**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 2 dated May 18, 2007 and recorded May 31, 2007 under Skagit County Auditor's File No. 200705310139 (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 100 percent of the 98 lots. 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

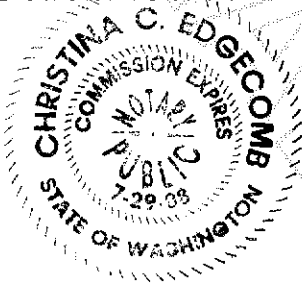
By [Signature] Authorized Member  
Joe Woodmansee, Authorized Member

Date 6-18-07

STATE OF WASHINGTON )  
COUNTY OF Inchewash ) ss.

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 18<sup>th</sup> day of June, 2007.



Christina C. Edgewomb  
Print Name: CHRISTINA C. EDGEWOMB  
NOTARY PUBLIC in and for the State of  
Washington residing at MARYSVILLE  
My Commission Expires: 07/29/08

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 20 2007

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy



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Skagit County Auditor

# Exhibit C

