



200801110076  
Skagit County Auditor

1/11/2008 Page 1 of 5 3:29PM

**AFTER RECORDING RETURN TO:**

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

CHICAGO TITLE COMPANY  
IQB3063

**Document Title:**

Amendment to Declaration of Reservations, Restrictive Covenants and Easements

**Reference Nos.**

200701190117 200705230184 200706200115 200705310139 200706200116

200706200116

**Grantors:**

Cedar Heights LLC, Declarant

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

**Grantees:**

**ACCOMMODATION RECORDING**

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

Lots 124 through 221 inclusive, and Tracts C, D, E, F, F, G, H, I, J, AND K of the Plat of  
Cedar Heights PUD 1, Phase 2 as per Plat recorded under Skagit County Auditor's File No.  
200705310138, 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

Lots 124 through 221 inclusive, and Tracts C, D, E, F, F, G, H, I, J, AND K of the Plat of  
Cedar Heights PUD 1, Phase 2 as per Plat recorded under Skagit County Auditor's File No.  
200705310138, records of Skagit County, Washington

**Assessor's Property Tax Parcel/Account Numbers:** P125697

See next page

# Assessor's Property Tax Parcel/Account Numbers:

## Phase 1

P125697	P125698	P125699	P125700	P125701	P125702	P125703	P125704	P125705	P125706
P125707	P125708	P125709	P125710	P125711	P125712	P125713	P125714	P125715	P125716
P125717	P125718	P125719	P125720	P125721	P125722	P125723	P125724	P125725	P125726
P125727	P125728	P125729	P125730	P125731	P125732	P125733	P125734	P125735	P125736
P125737	P125738	P125739	P125740	P125741	P125742	P125743	P125744	P125745	P125746
P125747	P125748	P125749	P125750	P125751	P125752	P125753	P125754	P125755	P125756
P125757	P125758	P125759	P125760	P125761	P125762	P125763	P125764	P125765	P125766
P125767	P125768	P125769	P125770	P125771	P125772	P125773	P125774	P125775	P125776
P125777	P125778	P125779	P125780	P125781	P125782	P125783	P125784	P125785	P125786
P125787	P125788	P125789	P125790	P125791	P125792	P125793	P125794	P125795	P125796
P125797	P125798	P125799	P125800	P125801	P125802	P125803	P125804	P125805	P125806
P125807	P125808	P125809	P125810	P125811	P125812	P125813	P125814	P125815	P125816
P125817	P125818	P125819	P125820	P125821					

## Phase 2

126179	126180	126181	126182	126183	126184	126185	126186	126187	126188
126189	126190	126191	126192	126193	126194	126195	126196	126197	126198
126199	126200	126201	126202	126203	126204	126205	126206	126207	126208
126209	126210	126211	126212	126213	126214	126215	126216	126217	126218
126219	126220	126221	126222	126223	126224	126225	126226	126227	126228
126229	126230	126231	126232	126233	126234	126235	126236	126237	126238
126239	126240	126241	126242	126243	126244	126245	126246	126247	126248
126249	126250	126251	126252	126253	126254	125255	125256	126257	126258
126259	126260	126261	126262	126263	126264	126265	126266	126267	126268
126269	126270	126271	126272	126273	126274	126275	126276	126277	126278
126279	126280	126281	126282	126283	126284				



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

**SECOND AMENDMENT TO DECLARATION OF RESERVATIONS,  
RESTRICTIVE COVENANTS AND EASEMENTS OF  
CEDAR HEIGHTS PUD1/PHASE 2**

This Amendment is made to the Declaration of Reservations, Restrictive Covenants and Easements 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") and to the Declaration of Reservations, Restrictive Covenants, and Easements of Cedar Heights PUD1/Phase 2 dated May 18, 2007 and recorded May 31, 2007 under Skagit County Auditor's File No. 200705310139.

Paragraph C of Section 6.1 of the Declarations 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. Together Cedar Heights LLC and D. B. Johnson Construction, Inc., own 158 lots within the developments. D.B. Johnson Construction, Inc. has received notice of this amendment as indicated by the signature of David B. Johnson, its president. Remaining owners will be notified following recording.

Therefore, the Declarations are hereby amended as follows:

*Two new Sections 8.10 and 8.11 are hereby added:*

Section 8.10 – MAINTENANCE OF AREAS BETWEEN CURB AND FENCE. The Board shall have the power to vote as to whether the association should maintain the landscaping within any area on a lot between the curb and any front yard or side yard fence. This decision may be made on a once-only or annual basis for all such lots or on a lot-by-lot basis. The Board shall have the right to establish a reserve fund in advance of any such maintenance, and assess the lots potentially benefiting from such maintenance to establish the reserve fund. Any maintenance performed by the association shall be specifically assessed against the lots maintained, thereby restoring the reserve fund.

Section 8.11 – WHITE PICKET FENCES. Certain Lots in **Cedar Heights PUD 1/Phase 2** have or will have white picket fencing installed prior to closing of the purchase by an individual Owner. Owners of these lots agree to maintain and retain this fencing. Any repairs to or replacement of the white picket fence must be in the same style, including color, size, and materials, unless otherwise approved by the Architecture Control Committee, or in the absence thereof, by the board. Further, the board shall have the power to vote on an annual basis as to whether to perform maintenance on the white picket fences. These fences are privately owned; however, due to the highly visible nature of the fences, the Board may decide that to maintain the fences is in the best interest of the Members of the Association. If the Board decides to provide such



maintenance, the annual budget will include this as an expense to be paid by special fence maintenance assessments collected from the lots with such fences to be maintained.

*Two new Sections 9.6 and 9.7 are hereby added:*

Section 9.6 – SPECIAL LANDSCAPE MAINTENANCE ASSESSMENTS FOR AREAS BETWEEN CURB AND FENCE. Notwithstanding Section 9.2, if the board decides to have the association maintain one or more areas on a lot or lots between the curb and a front or side-yard fence, the cost of such landscaping shall be assessed to the lot or lots that are maintained in any reasonable manner decided upon by the Board. (See Section 8.10)

Section 9.7 – SPECIAL WHITE PICKET FENCE MAINTENANCE ASSESSMENTS. Notwithstanding Section 9.2, if the board decides to have the association maintain white picket fences, the cost of such maintenance shall be assessed to the lots with maintained fences in any reasonable manner decided upon by the board. (See Section 8.11)

*The first sentence of Section 14.6.4 is hereby corrected to read as follows:*

14.6.4 Visitors to an Owner shall not park their recreational vehicle(s) in the street, but may park such vehicles in the driveway of a lot for **NOT** more than fourteen consecutive days, nor more than a total of thirty days collectively within any twelve-month period. *(The remainder of the section is unchanged.)*

*Section 14.19 is hereby corrected to read as follows:*

Section 14.19 – COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND ORDINANCES. Notwithstanding anything stated herein, each lot Owner shall be responsible for compliance with all applicable federal, state, **COUNTY, AND/OR CITY** governmental statutes, ordinances and regulations, **AND** any amendments thereto relating in any way to the ownership and/or improvement of the lots within the **Plat of Cedar Heights PUD1/Phase 1** and the **Plat of Cedar Heights PUD1/Phase 2**.

*A new section 14.22 is hereby added:*

Section 14.22 – FENCING ALONG DIVISION STREET. As of the date of this document, there is a six-foot tall cedar fence at the rear of Lots 94 through 98 approximately 10 feet away from the public right-of-way at Division Street. All future owners of Lots 94 through 98 shall not remove or relocate that fence or any section thereof, except for removal with replacement within 30 days in the same location with fencing of the same or similar style and materials. **This declaration shall also be notice to all future owners that the fence installed as of the date of recording of this amendment is not on the property line dividing the property from the public right-of-way for Division Street.**



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.

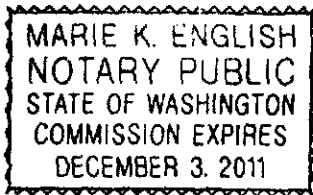
CEDAR HEIGHTS LLC

By *Joe Woodmansee* 1-4-07  
Joe Woodmansee, Authorized Member Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOWHOMISH )

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 4th day of January, 2008



*Marie K English*  
PrintName: Marie K English  
NOTARY PUBLIC in and for the State of  
Washington residing at Arlington  
My Commission Expires: Dec 3, 2011

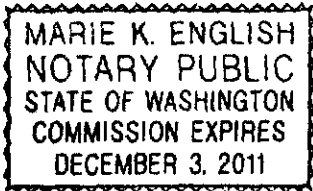
D. B. JOHNSON CONSTRUCTION, INC.

By *David B Johnson* 12/4/07  
David B. Johnson, President Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOWHOMISH )

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 4th day of December, 2007



*Marie K English*  
PrintName: Marie K English  
NOTARY PUBLIC in and for the State of  
Washington residing at Arlington  
My Commission Expires: Dec 3, 2011

