

AFTER RECORDING RETURN TO:
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Skagit County Auditor \$74.00
12/30/2013 Page 1 of 3 3:37PM

TITLE OF DOCUMENT: THIRD AMENDMENT TO DECLARATION FOR
NORTH HILL TOWNHOMES, A CONDOMINIUM
AF# OF AFFECTED DOCUMENT: 200706260089
GRANTOR: NORTH HILL TOWNHOMES OWNERS
ASSOCIATION
GRANTEE: THE GENERAL PUBLIC

**THIRD AMENDMENT TO DECLARATION
FOR NORTH HILL TOWNHOMES, A CONDOMINIUM**

PURPOSE: TO EXTEND TIME FRAME FOR EXERCISE OF DEVELOPMENT RIGHTS
AND TO CLARIFY MAINTENANCE RESPONSIBILITIES FOR PORTIONS OF UNITS

THIS AMENDMENT is made this 24 day of December, 2013, by NORTH
HILL TOWNHOMES OWNERS ASSOCIATION, a Washington a Washington Nonprofit Corporation,
("Association").

WITNESSETH THAT:

WHEREAS, the Declarant executed certain Condominium Instruments establishing NORTH
HILL TOWNHOMES, A CONDOMINIUM in Mount Vernon, Washington and caused the Declaration
to be recorded in the land records of Skagit County, Washington, at Auditor's File No. 200706260089,
along with a Survey Map and Plans, which were contemporaneously recorded at Auditor's File No.
200706260088; the Declaration has been previously amended by instruments recorded at Auditor's File
No. 200812220036 and 200901050117; the Survey Map has been previously amended by instruments
recorded at Auditor's File No. 200812220037 and 200812310105.

WHEREAS, pursuant to RCW 64.34.236 and Sections 23.2.2, 23.2.7 and Article 21 of the
Declaration, the Declarant reserved Development Rights to expand the Condominium. Pursuant to RCW
64.34.264(4) and Declaration Section 21.4, an amendment which enlarges the time frame within which
the Declarant may exercise such Development Rights may require the approval of Unit Owners.

WHEREAS, Section 23.2.2 (j)(iii) of the Declaration limits the rights of the Declarant to exercise
Development Rights to a period of time ending seven years of the recording of the Declaration. The

economic downturn has rendered this specified time-frame inadequate within which to complete the development of this condominium project; and

WHEREAS, Sections 11.4.1 and 11.6 of the Declaration require that the Owner of each Unit in the Condominium perform all required maintenance to both the interior portions of the Unit and to the structural exterior portions of the Unit. By mutual agreement between the Unit Owners and the Association, the Association has agreed to assume responsibility for maintenance of and repairs to the exterior structural portions of the Units.

NOW, THEREFORE, Pursuant to RCW 64.34.264(4) and Declaration Section 21.4, the Association hereby amends the following Sections of the Declaration, as follows:

11.4 Unit Maintenance.

11.4.1(a) Maintenance of Improvements by Owner.

Except as may be otherwise provided below, each Unit Owner shall have, at his or her sole expense, the right and the duty to keep the interior portions of the dwelling structure. The interior portions of the dwelling structure shall include: (i) all nonstructural interior partition walls; (ii) the decorated surfaces of all walls, ceilings and floors lying on the inside perimeters of the dwelling, including any wallpaper, paint, lath, wallboard, plastering, carpeting, floor and wall tiles and other floor coverings and all other finishing materials; and (iii) all interior doors and all immediately visible fixtures, appliances, mechanical, electrical and intercom systems and equipment, commencing at the point of disconnection from utility lines, pipes or systems serving any other Unit or the Common Elements. Each Unit Owner shall perform all preventative maintenance, repair and replacements at any time necessary to maintain the good interior appearance and condition of such Unit. Each Unit Owner shall in addition perform any other maintenance which at any time becomes necessary to maintain any HVAC equipment or other lawfully constructed structures or equipment within the Unit, in a sound condition and in good appearance. In the event that the Owner shall fail to perform any necessary maintenance or repairs, the Association shall have the authority, but not the obligation, to enter the Unit, cause needed work to be performed, and recover the costs so incurred from the Owner of the Unit by special assessment.

11.4.1(b) Association's Responsibilities.

The Association shall have primary responsibility to repair and replace all structural portions of the dwellings within the Units, including without limitation the roofs, gutters, replacement and cleaning of all gutters downspouts and related drains, foundations, columns, girders, external cladding, framing, studding, joists, beams, supports, (as opposed to nonbearing interior partitions of Units), windows, door, and all other structural parts of the buildings, to the limits of the "interior portions" of the dwellings as described above in Section 11.4.1(a). The Association shall also repair and replace any decks, patios, porches and other appurtenances lawfully constructed within the Unit in good order, condition and repair. The Association is also generally responsible for landscape maintenance within the Units, and for Upkeep of any other portions of the dwellings or Units in the Condominium that the Association, by resolution adopted by its members at a duly constituted meeting, may hereafter elect to provide.



23.2.2 (j) Limitation on Declarant's Rights

(i) No change.

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(iii) Declarant's rights to add phases by amendments under this Section, shall expire June 26, 2018 unless the expiration date is amended by vote of the Association.

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

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above.

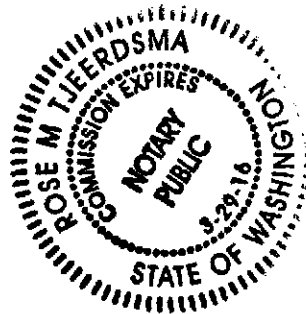
NORTH HILL TOWNHOMES OWNERS ASSOCIATION

BY: [Signature], Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that 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 President of NORTH HILL TOWNHOMES OWNERS ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 12/24, 2013.



[Signature]
NOTARY PUBLIC in and for the State of Washington. My commission expires: 3-29-16

