

After Recording, Return to:

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Skagit County Auditor

DOCUMENT TITLE:	AMENDMENT NO. 2 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR VIEW CREST TOWNHOMES
REFERENCE NUMBER(S):	Declaration: 200607270145 Amendment No. 1: 200610300168
GRANTOR(S):	View Crest Townhouse Association
GRANTEE(S):	View Crest Townhouse Association
LEGAL DESCRIPTION:	DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR VIEW CREST TOWNHOMES was recorded on July 27, 2006 under Recording No. 200607270145, in the records of Skagit County, State of Washington, as amended (the "Declaration")
ASSESSOR'S PARCEL NO.:	

AMENDMENT NO. 2 TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR VIEW CREST TOWNHOMES

WHEREAS, a certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR VIEW CREST TOWNHOMES recorded on July 27, 2006 under Recording No. 200607270145 in the records of Skagit County, State of Washington, as amended (the "Declaration"); and

WHEREAS, pursuant to Section 17.1 of the Declaration, after notice to all the Owners entitled to vote thereon duly given, at least Sixty-Seven percent (67%) of the Owners have consented to amend the Declaration as hereinafter set forth; and

NOW, THEREFORE, the President and Secretary of View Crest Townhouse Association certify the Declaration to have been amended in the following particulars:

The following Declaration Sections are replaced with the revised Sections below:

- 4.3. Upkeep of Dwellings.
 - 4.3.1 Association's Responsibility.
- 4.3. Upkeep of Dwellings.
 - 4.3.2. Owners' Responsibility.
- 5.2. Limited Common Areas.
 - 5.2.2 Allocation of Costs of Maintenance.
- 9.1. Permitted Uses.
 - 9.1.14 Lighting.
- 10.1. Assessment for Common Expenses.
 - 10.1.4 Limited Common Assessments.
- 16.1. Easements for Lots and Lot Owners.
 - 16.2.2 Roofs, Gutters, and Siding.

Revised Sections:

- 4.3. Upkeep of Dwellings.
 - 4.3.1 Association's Responsibility.

The Association shall have primary responsibility for all front and side yard landscape maintenance within the Lots, for Upkeep to all roofs and gutters not covered by insurance and exterior painting of the Dwellings and any fencing installed by the original Declarant of the Homeowners Association, and Upkeep of any other portions of the Lots that the Association, by resolution, may hereafter elect to maintain.

4.3 Upkeep of Dwellings

4.3.2 Owners' Responsibility

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Dwelling and its equipment, appliances, and fixtures contained therein in good order, condition and repair and shall do all interior and exterior redecorating at any time necessary to maintain the good appearance and condition of the Dwelling for Upkeep not provided by the Association. Each Owner shall also be responsible for the Upkeep of decks, porches, and other exterior portions of the Dwelling, along with individual heating, ventilating or air-conditioning equipment, wherever located, installed for the sole and exclusive use of the Lot, and of any hot tub or other structure, device or equipment lying outside the Dwelling but lying within the Lot. This Section shall not be construed as permitting any interference with or damage to the structural integrity of a building or interference with the use and enjoyment of either the Common Areas or of any other Lot(s), nor shall it be construed to limit the powers or obligations of the Board hereunder. See also Section 8.4 hereof.

5.2 Limited Common Areas.

5.2.2 Allocation of Costs of Maintenance.

Upkeep for the Limited Common Area serving a Townhouse Building will be provided by the Association. Costs for such Upkeep will be included with Assessments for Common Expenses as provided in Section 10.1.

9.1 Permitted Uses.

9.1.14 Lighting.

Exterior lighting on the Dwellings shall be maintained by the Association in accordance with the common scheme for such lighting established during the initial construction of the Dwellings by RGN Construction, LLC. Exterior lighting should be generally unobtrusive and shielded from direct view, so that it does not shine into windows of other dwellings.

10.1 Assessments for Common Expenses.

10.1.4 Limited Common Assessments.

The total amount of the estimated funds required to pay the Limited 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 in the manner prescribed by the Bylaws and RCW 64.38.025.

16.1 Easements for Lots and Lot Owners.

16.2.2 Roofs, Gutters, and Siding.

The Owner of each Dwelling shall be responsible for the maintenance, repair, and replacement of that portion of the siding materials as is located or installed upon

or attached to the dwelling, except to the extent that the Association may elect to provide such Upkeep. The Association shall have primary responsibility for the common roof and gutter system as is located or installed or attached to the Dwelling. Each Lot has an easement over all structural members of Dwellings on adjacent Lots, for the purpose of supporting the roof structure on the Lot. An easement is granted over all portions of all roofs in the Community and all portions of all Lots that are necessary to provide access to such roofs to facilitate Upkeep of such roofs by the Association.

DATED this 10th day of May, 2019.

View Crest Townhouse Association

By: [Signature]
President

ATTEST: The above Amendment was properly adopted.

By: [Signature]
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Lee Bilski is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the **President** of View Crest Townhouse Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

RONALD G. HOUSH
Notary Public
State of Washington
DATED May 10 2019
Commission Number 45820
My Commission Expires
August 18, 2022

[Signature]
Type/Print Name: RONALD G. HOUSH
NOTARY PUBLIC in and for the State of
Washington, residing at MT Vernon
My Commission Expires: 8/18/2022

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Daniel Grillo is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the **Secretary** of View Crest Townhouse Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED May 10 2019

RONALD G. HOUSH
Notary Public
State of Washington
Commission Number 45820
My Commission Expires
August 18, 2022

[Signature]
Type/Print Name: RONALD G. HOUSH
NOTARY PUBLIC in and for the State of
Washington, residing at MT Vernon
My Commission Expires: 8/18/2022