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**AFTER RECORDING MAIL TO:** 

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James A. Wynstra HOMESTEAD NW DEV. CO. 506 W. Grover St., Suite 101 P.O. Box 409 Lynden, WA 98264

# FIRST AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR ALDER HILLS, A CONDOMINIUM

Reference Numbers of related documents: 200505130121

Grantor(s): **HOMESTEAD NW DEV. CO.** 

Grantee(s): ALDER HILLS, A CONDOMINIUM

Legal Description (abbreviated): Units A-1, A-2, B-1, B-2, C-1, C-2, D-1, D-2, E-1, E-2, F-1 and F-2, Alder Hills, A Condominium.

Full Legal Description on Exhibit A annexed and by this reference incorporated herein. Assessor's Property Tax Parcel Account Number(s): P56174 and P56176

This is the First Amendment to the Declaration and Covenants, Conditions, Restrictions and Reservations for Alder Hills, A Condominium. The original Declaration and Covenants, Conditions, Restrictions and Reservations for Alder Hills, a Condominium (hereinafter "Declaration"), was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File No. 200505130121

- 1. The Declaration is amended at ARTICLE 12. Common Expenses and Assessments, Paragraph 12.8 <u>Utility Costs</u>, as set forth in the original Declaration, is hereby deleted in its entirety and the following Paragraph 12.8 is inserted in its place:
- 12.8 Utility Costs. Certain utilities including water, sewer, garbage and television cable may be most economically provided as common service to each building in the condominium. If so then each Unit will be billed and must promptly pay for its pro rata share of such common utility services. If each Unit is separately served with a utility service, then each Unit must pay that utility bill. The Declarant and later after the control of the Association has been transferred to the Board, then the Board shall make final determinations regarding common or individual Unit utility service. Billing and receipt of payment, and payment of bills for common utility services will be managed by a designated representative for each building appointed by the Board. However, nonpayment will be reported to the Association Board which may enforce nonpayment as a special assessment against the Unit not paying with full powers to enforce through lien and/or lawsuit and with all powers otherwise set forth in the Declaration pertaining to enforcement of payment of special

assessments. The Board also reserves the power to elect that costs of utilities must be assessed in proportion to usage.

DATED this 29 day of November, 2005.

DECLARANT:

HOMESTEAD NW DEV. CO.

By: James A. Wynstra, Projectent

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

I hereby certify that I know or have satisfactory evidence that JAMES A. WYNSTRA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of HOMESTEAD NW DEV. CO. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ November

\_\_, 2005

NOTARY PUBLIC STATE OF WASHINGTON LEANNE D. HOLMES

My Commission Expires October 15, 2009 NOTARY PUBLIC in and for the State of Washington, residing at Lynden.

My commission expires October 15, 2009.

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#### **EXHIBIT** A

## LEGAL DESCRIPTION

### PARCEL A:

Fractional Lot 1, Lots 2 through 6, inclusive, Block 187, CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington

## PARCEL B:

Lots 1 through 10, inclusive, Block 188, CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

All situated in Skagit County, Washington.