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12 9:45AM

WHEN RECORDED RETURN TO:

SCOT S. SWANSON
BELCHER SWANSON LAW FIRM, PLLC
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title: First Amendment to Declaration for Cascade Estates Condominium
Grantor/Declarant: Queens Plate Development, Inc.
Grantee: Cascade Estates Condominium
Legal Description (abbreviated): Lots 5, 6 & PTN of 4 & 9 of BSP 2-95 IN 5-34-4 E.W.M.
Assessor's Tax Parcel No: P108344 P1083451

**FIRST AMENDMENT TO DECLARATION FOR CASCADE ESTATES
CONDOMINIUM**

PURPOSE: TO ALLOCATE LIMITED COMMON ELEMENT PARKING SPACES AND
CHANGE THE NUMBER OF RENTAL UNITS.

THIS AMENDMENT is made this 14th day of November, 2007 by Queens Plate Development,
Inc. ("Declarant").

RECITALS

1. Declarant executed certain documents establishing the Cascade Estates Condominium in Burlington, Washington, which included filing a Declaration of Covenants, Conditions, Restrictions and Reservations for Cascade Estates Condominium under Skagit County Auditors File No. 200706110219 (herein "Declaration") and contemporaneously filing a Survey Map and Plans for Cascade Estates Condominium under Skagit County Auditors File No. 200706110218.
2. RCW 64.34.264 provides the Declaration may be amended by a vote or agreement of Unit Owners of Units to which at least 67% of the votes in the Association are allocated, or any larger percentage that the Declaration specifies. Further Article 24 of the Declaration similarly provides that the Declaration may be amended only by vote or agreement of Owners of Units to which 67% or more of the Total Voting Power is assigned.
3. At the time of this amendment the Declarant has not sold any Units within the Condominium and retains ownership of all of the Units.
4. The Declarant now wishes to allocate some of the Parking Spaces and garages as Limited Common Elements for the exclusive use of a particular Unit.
5. The Declarant further wishes to amend the Rental of Units section of the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration, and the Washington Condominium Act, the following amendment to the Declaration is adopted.

1. The Declaration is hereby amended to replace Exhibit "D" with the First Amendment to Exhibit "D" setting forth the allocation of Parking Spaces and garages.
2. The Declaration Section 10.6 is amended to read as follows:

10.6 Rental Units. The Leasing or Renting of a Residential Unit by its Owner shall be governed by the following provisions:

10.6.1 Commercial Lease Restrictions. There are no restrictions on the Leasing or Renting of the Commercial Units. Commercial Units may be Leased for any purpose permitted under the applicable City use restrictions and the Board shall not adopt any Rule or Regulation which impairs such rights.

10.6.2 Maximum Number of Leases. No Owner of a Residential Unit may Lease or Rent the Residential Unit if Leasing of the Residential Unit would result in more than thirty percent (30%) of the Residential Units within the Condominium being Leased; provided, however, that the Board may, in the case of substantial hardship or in the case of an Owner being temporarily absent from the Owner's Residential Unit, grant waivers of this provision for up to one year. If an Owner of a Residential Unit desires to Lease the Residential Unit and more than thirty percent (30%) of the Residential Units are being Leased, the Owner may place the Residential Unit on a waiting list maintained by the Board and that Owner will be permitted to Lease the Residential Unit on a first come, first served basis when Leasing of that Unit would not result in more than thirty percent (30%) of the Residential Units being Leased.

Upon termination of a Lease of a Residential Unit, the Owner shall be entitled to enter into a new Lease within three (3) months of the Lease termination. If the Owner has not entered into a new Lease within the three (3) months period following the Lease termination and there are Residential Units on the waiting list, the Owner shall not be entitled to enter into a new Lease but shall be entitled to place the Residential Unit on the waiting list as described above.

A Residential Unit shall not be subject to the thirty percent (30%) limitation of leasing and shall not be considered to be a Leased Unit for purposes of determining the number of Residential Units being Leased so long as it is: (1) Leased to tenants who are immediate family members (parents or children) of the Owner; (2) Owned by the Declarant; or (3) Owned by an institutional Mortgagee who took title to the Unit in foreclosure or by deed in lieu of foreclosure.

10.6.3 No Transient Purposes. With the exception of a Mortgagee in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Residential Unit Owner shall be permitted to Lease his or her Unit for any period less than ninety (90) consecutive days.

10.6.4 Entire Unit. No Residential Unit Owner may Lease less than an entire Unit.

10.6.5 Written Leases. All Leases of Residential Units shall be in writing and be subject to this Declaration, Bylaws and Association Rules and Regulations (with a



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default by the tenant in complying with this Declaration and/or Bylaws constituting a default under the agreement for Leasing or Renting). The Board shall be notified in advance of an Owner's intentions to Rent or Lease a Residential Unit. The Board shall also be notified of the names of all occupants of the Residential Unit being Rented or Leased.

10.6.6 Rent to Association. If a Residential Unit is rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Residential Unit as is required to pay any amounts due the Association hereunder. The lessee shall not have the right to question payment to the Board, and such payment will discharge the lessee's duty of payment to the Owner to the extent such rent is paid to the Association, but will not discharge the liability of any Owner. The Board shall not exercise this power where a receiver has been appointed with respect to the Residential Unit or its Owner or in derogation of any rights which a Mortgagee may have with respect to such rents.

10.6.7 Percentage of Rentals. The Board may adopt Rules and Regulations pertaining to the percentage of Residential Units to be Leased or rented or to terms of any Lease or rental of any Residential Unit. Any Rules and Regulations must meet all requirements for leasing for condominium projects established by the Federal National Mortgage Association.

10.6.8 Violation If any tenant or occupant of a Unit violates or permits the violation by his guests and invitees of any provision hereof or of the Bylaws or of the Rules and Regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the tenant or occupant of the Unit and the Owner thereof to forthwith cease such violations; if the violation is there after repeated, the Board shall have the authority, on behalf and at the expense of the owner, to evict the tenant or occupant if the owner fails to do so after notice from the Board and an opportunity to be heard. Neither the Board nor the manager shall have any liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorney's fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Section 15.6 of this Declaration.

3. Except as modified by this amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.



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WITNESS WHEREOF, The Declarant has caused this Amendment to be executed the date first written above.

DECLARANT:

QUEENS PLATE DEVELOPMENT, INC

By 
JOHN RUSIN, PRESIDENT

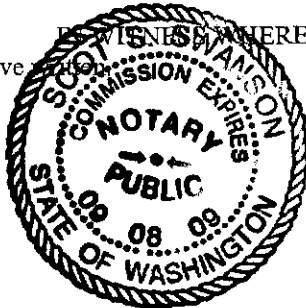
CASCADE ESTATES CONDOMINIUM OWNERS' ASSOCIATION

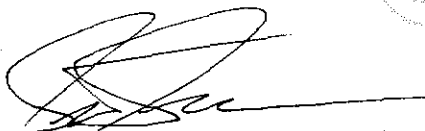
By 
JOHN RUSIN, PRESIDENT

STATE OF WASHINGTON)
 : ss.
COUNTY OF WHATCOM)

On this 14th day of November, 2007, before me personally appeared JOHN RUSIN, to me known to be the Authorized Representative of the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

above. WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first





Notary Public in and for the State of Washington,
residing at Bellingham.
My Commission Expires: 9/08/09



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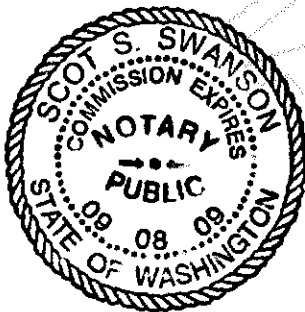
STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that JOHN RUSIN signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cascade Estates Condominium Owners' Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 14th day of November, 2007



A handwritten signature of Scot S. Swanson in black ink.

(Signature of Notary)

Scot S. Swanson

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of
Washington, residing at Bellingham
My Commission Expires 09/08/09



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FIRST AMENDMENT TO EXHIBIT "D"
TO DECLARATION
FOR CASCADE ESTATES CONDOMINIUM
PARKING SPACE AND GARAGE ASSIGNMENT, IDENTIFICATION AND
DESCRIPTION LISTS

Parking Space Number*	Description **	Unit Assignment ***
1	U	SA
2	U	SA
3	U	SA
4	U	SA
5	U	SA
6	U	SA
7	U	SA
8	U	SA
9	U	204
10	U	332
11	U	331
12	U	330
13	U	329
14	U	328
15	U	327
16	U	232
17	U	232
18	U	231
19	U	231
20	U	226
21	U	226
22	U	225
23	U	225
24	U	204



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25	U	228
26	U	229
27	U	230
28	U	325
29	U	326
30	U	101
31	U	102
32	U	107
33	U	108
34	U	201
35	U	202
36	U	207
37	U	208
38	U	103
39	U	104
40	U	105
41	U	106
42	U	203
43	U	SA
44	U	205
45	U	206
46	U	301
47	U	302
48	U	303
49	U	304
50	U	305
51	U	306
52	U	307
53	U	308
54	U	109



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55	U	110
56	U	111
57	U	112
58	U	113
59	U	114
60	U	115
61	U	116
62	U	209
63	U	210
64	U	211
65	U	212
66	U	213
67	U	214
68	U	215
69	U	216
70	U	309
71	U	310
72	U	311
73	U	312
74	U	313
75	U	314
76	U	315
77	U	316
78	U	117
79	U	117
80	U	118
81	U	118
82	U	119
83	U	119
84	U	120



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85	U	120
86	U	123
87	U	123
88	U	124
89	U	124
90	U	121
91	U	122
92	U	217
93	U	217
94	U	218
95	U	218
96	U	219
97	U	219
98	U	220
99	U	220
100	U	221
101	U	222
102	U	223
103	U	223
104	U	224
105	U	224
106	U	317
107	U	318
108	U	319
109	U	320
110	U	321
111	U	322
112	U	323
113	U	324
114	U	125



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115	U	125
116	U	126
117	U	126
118	U	127
119	U	128
120	U	129
121	U	130
122	U	131
123	U	131
124	U	132
125	U	132
126	U	227
G1	E	SA
G2	E	SA
G3	E	SA
G4	E	SA
G5	E	SA
G6	E	SA
G7	E	SA
G8	E	SA
G9	E	SA
G10	E	SA
G11	E	SA
G12	E	SA
G13	E	SA
G14	E	SA
G15	E	SA
G16	E	SA
G17	E	SA
G18	E	SA



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G20	E	101
G21	E	101
G22	E	102
G23	E	102
G24	E	107
G25	E	SA
G26	E	205
G27	E	206
G28	E	301
G29	E	302
G30	E	103
G31	E	104
G32	E	105
G33	E	106
G34	E	203
G35	E	303
G36	E	304
G37	E	305
G38	E	306
G39	E	307
G40	E	202
G41	E	202
G42	E	201
G43	E	201
G44	E	107
G45	E	108
G46	E	108
G47	E	207
G48	E	207
G49	E	208



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G50	E	SA
G51	E	308
G52	E	109
G53	E	110
G54	E	115
G55	E	116
G56	E	209
G57	E	210
G58	E	215
G59	E	216
G60	E	SA

* Although not labeled on the Survey Map and Plans a G has been placed before the number of all garages to avoid confusion of duplicate numbers. G = exterior garage or underground garage Parking Space.

** U = uncovered (open); E = Enclosed (garage); UA = unassigned; SA = subject to assignment; i.e., Common Elements which may be assigned by the Declarant to particular Units as Limited Common Elements.

*** Numbered Parking Spaces and/or garages depicted on the Survey Map and Plans are either already assigned as Limited Common Elements to Units as indicated above on this Exhibit, or are Common Elements which are subject to assignment ("SA") by the Declarant to particular Units as Limited Common Elements pursuant to this Declaration and RCW 64.34.216 (1)(i), or are unassigned visitor parking spaces ("UA") described in this Declaration.



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