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## AFTER RECORDING MAIL TO:

James A. Wynstra Attorney at Law PO Box 409 Lynden, WA 98264

## SECOND AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR CASCADE COMMONS, A CONDOMINIUM

Reference Numbers of related documents: 200610030110, 200810170075

Grantor(s)/Declarant: HOMESTAR NORTHWEST, LLC

Grantee(s): CASCADE COMMONS, A CONDOMINIUM; THE PUBLIC

Legal Description (abbreviated):

Assessor's Property Tax Parcel Account Number(s): P62773, P62774, P62775, P62776

This is the Second Amendment to the "Declaration and Covenants, Conditions, Restrictions and Reservations for CASCADE COMMONS, A CONDOMINIUM". The original Declaration and Covenants, Conditions, Restrictions and Reservations was recorded in the office of the Auditor of Skagit County, Washington, on October 3, 2006, under Skagit County Auditor File No. 200610030110. The said Declaration was amended the first time by document designated "FIRST AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR CASCADE COMMONS, A CONDOMINIUM", recorded in the office of the Auditor of Skagit County, Washington, on October 17, 2008, under Skagit County Auditor File No. 200810170075.

The Declarant comes now and amends the said Declaration a second time as follows:

- 1. Paragraph 12.14.1 (a) is hereby deleted and the following is substituted in its place:
- 12.14.1 (a) Working Capital Fund. At the time of closing of the initial sale of any Unit by the Declarant the Buyer shall be charged a sum equal to two (2) month's dues based on the dues then in effect in the Budget for the Condominium to establish a working capital fund for the Association.

- 2. A new paragraph designated 18.9 is hereby added to the Declaration:
- 18.9 <u>Rights of First Refusal Prohibited</u>. Neither the Declarant nor the Association shall reserve or have the power to reserve a "right of first refusal" with respect to the sale of any Unit in the Condominium.
- 3. Except for the Amendments set forth hereinabove, the undersigned hereby ratifies and confirms all other terms and condition of the original Declaration as first amended.

HOMESTAR NORTHWEST, LLC

By:

James A. Wynstra/President

Homestead Northwest, Inc., Member

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 NORTHWEST INC., Member of HOMESTAR NORTHWEST, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 12 day of January, 2009.

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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