

AFTER RECORDING, RETURN TO:

Attn: David Silver
Barker • Martin, P.S.
719 - 2nd Avenue, Suite 1200
Seattle, WA 98104



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Skagit County Auditor

4/27/2010 Page 1 of 8 2:04PM

CHICAGO TITLE CO.

**FIRST AMENDMENT
TO THE CONDOMINIUM DECLARATION
CONTAINING COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR FARMINGTON SQUARE CONDOMINIUM**

GRANTOR(S):	FARMINGTON SQUARE OWNERS' ASSOCIATION
GRANTEE(S):	FARMINGTON SQUARE CONDOMINIUM; FARMINGTON SQUARE OWNERS' ASSOCIATION; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	FARMINGTON SQUARE CONDOMINIUM, PER THAT CERTAIN CONDOMINIUM DECLARATION RECORDED AT SKAGIT COUNTY AUDITOR'S NO. 200401280083, AS AMENDED OF RECORD
TAX PARCEL NO(S).:	P120494 – P 120548
REFERENCE NOS. OF RELATED DOCUMENTS:	200401280083

**FIRST AMENDMENT
TO THE CONDOMINIUM DECLARATION
CONTAINING COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR FARMINGTON SQUARE CONDOMINIUM**

WHEREAS, on January 28, 2004, a certain Condominium Declaration Containing Covenants, Conditions, Restrictions And Reservations For Farmington Square Condominium was recorded in the real property records of Skagit County at Skagit County Auditor ("SCA") No. 200401280083 (the "Declaration"), and a Survey Map and Plans was recorded contemporaneously therewith at SCA No. 200401280084 (the "Survey Map"), thereby creating the Farmington Square Condominium (the "Condominium") under the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34, as amended);

WHEREAS, the Board of Directors (the "Board") for the Farmington Square Owners' Association, a Washington nonprofit miscellaneous and mutual corporation (the "Association"), after consideration and deliberation regarding the subject matter addressed herein, has determined that it is in the best interests of the Association to amend certain portions of the Declaration as set out herein;

WHEREAS, pursuant to Declaration Article XVII, not less than a majority of Board members approved the Declaration amendments herein, and after notice to all of the Owners entitled to vote thereon duly given, not less than sixty-seven percent (67%) of the voting power in the Association consented to the Declaration amendments herein;

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

double-underlined text indicates additions, ~~double-strikethrough text~~ indicates deletions]

**A. SECTIONS 9.1.3 AND 9.1.4 OF THE DECLARATION ARE HEREBY
AMENDED AS FOLLOWS:**

9.1.3. Vehicle Parking.

Parking Areas in the Common Elements and in unenclosed portions of the Units are restricted to use for parking of operable, properly registered automobiles, light trucks and family vans; other items and equipment may be parked or kept therein only if expressly permitted by Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. Garage parking areas within Units are restricted to use for parking of automobiles, motorcycles, light trucks, family vans and other similar vehicles, and for storage of such other items that pose no unreasonable health, safety or fire risks to persons or property. Vehicle repairs other than ordinary light maintenance are not permitted on the Property. The Board may require removal of any inoperative or unregistered vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by Rules and Regulations adopted by the Association. Any designated visitors

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parking areas shall be left open for use by visitors, guest, invitees and licensees of Unit Owners and their tenants. Handicapped spaces shall remain open for use by vehicles properly designated for handicapped use. ~~Use of garage areas is further governed by Section 8.4 hereof.~~ Parking of operable, properly registered automobiles, light trucks and family vans is permitted in driveway areas in front of dwellings within the Units.

The private roadways within the condominium are primarily for ingress and egress, not parking. Because of the width of the private roadways, it is in the Association's best interests to limit parking of vehicles. Therefore, On-street parking, which is defined as the parking or placement of any automobile, light truck, van, recreational vehicle (RV), item or equipment on a private roadway within the Condominium, in front of the Units is prohibited except as expressly allowed in this Sections 9.1.3 and 9.1.4.

On-street parking for automobiles, motorcycles, light trucks, and passenger vans shall be allowed only as follows:

- (a) **Special Events at Community Building.** Temporary on-street parking is allowed for special events at the Community Building. If an Owner or Tenant plans to hold an event or gathering at the Community Building, then in addition to requesting approval to use the Community Building according to the Rules and Regulations of the Association, said Owner or Tenant must provide to the City of Burlington ("City") Fire Department a completed "Event Notification" (or similar form acceptable to such Department) at least two business days prior to the special event. The Board shall endeavor to provide such forms upon request and in conjunction with any required Association Community Building reservation agreement.
- (b) **Special Events at Units.** Temporary on-street parking is allowed for special events held by Owners at their Units.
- (c) **On-street Parking Provisions.** Owners are responsible for their guests, and are responsible for ensuring their guests adhere to the on-street parking provisions (as well as all of the provisions of the Condominium Instruments). Owners may be held responsible by the Association for their respective guests' noncompliance. On-street parking associated with either (a) or (b) above must also comply with the following provisions.
 - i) On-street parking is for guests only.
 - ii) If possible, Owners shall require their guests to park in the driveways of their respective Units. If this is not possible, guests shall utilize any available guest parking spaces near the Community Building before parking on-street.
 - iii) Guests parking on-street must first endeavor to park on the side of the street nearest the Community Building (i.e., on the "inner-circle").



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- iv) Because of the width of the private roadways in the Condominium, no vehicle may be parked on-street opposite or across from another vehicle or RV that is also parked on-street. No vehicle may be parked on-street in such a way as to prevent convenient ingress or egress of pedestrian or ordinary vehicle traffic.
- v) No vehicle parked on-street may be parked directly across from another vehicle.
- vi) **EACH VEHICLE PARKED ON-STREET MUST BE ATTENDED AT ALL TIMES. "ATTENDED" MEANS THAT THE OWNER, OR A PERSON DESIGNATED BY THE OWNER AND CAPABLE OF MOVING THE VEHICLE, IS PRESENT ON THE CONDOMINIUM PREMISES, CAPABLE OF BEING IMMEDIATELY LOCATED, AND AVAILABLE TO IMMEDIATELY MOVE THE VEHICLE IN THE EVENT SUCH VEHICLE NEEDS TO BE MOVED OR IN AN EMERGENCY.** The Board is encouraged to adopt administrative Rules and Regulations as to the meaning of "attended" vehicles, such as a requirement that the owner of a vehicle parked on-street leave on the vehicle's dashboard the Unit number and a telephone where he or she can be immediately reached.
- vii) In case of an emergency, each owner of a vehicle parked on-street is responsible to immediately move their vehicle upon request to allow emergency vehicles to safely pass.
- viii) The Association may authorize the immediate towing or removal of any vehicle improperly parked on-street, or in the event of an emergency where the vehicle's owner or designee cannot be located. All expenses related to towing a vehicle, including any administrative, management or legal fees, will be assessed to the Unit Owner (including such fees incurred due to an Owner's guest's vehicle). If a vehicle cannot be moved, the owner/driver of said vehicle may be held liable. Any such charges shall be collectible as assessments hereunder.
- ix) Vehicles must be removed from on-street parking at the conclusion of the special event. No overnight on-street parking is permitted (except for RV parking as set out in Section 9.1.4).
- x) Farmington Square Lots #1 and #2 located on Woollen Road must follow the City of Burlington Municipal Codes for on-street parking.



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9.1.4. RV Parking.

Except ~~has~~ hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (included without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes, or etc. ("RVs" herein)), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment either require a commercial vehicle operator's license or which exceeds 6000 lbs is gross vehicle weight) or any type of vehicle or equipment which exceeds 20 feet in length may not be stored, kept or maintained anywhere within the Condominium, except in the RV parking area, subject to the provisions of Section 6.2 hereof. Recreational Vehicles may also be parked in driveway areas within Units for up to a maximum of three consecutive nights to facilitate loading and unloading thereof. The Board may require removal of any vehicle or equipment not authorized by this Section; if it is not removed from the Condominium Property, the Board may cause its removal at the risk and expense of the owner thereof, under such reasonable procedures as may be consistent with the provisions of RCW 46.55. Failure of an Owner or other occupant to remove such a vehicle or equipment from a Unit or the Common Elements may result in any or all remedies available to the Association under the Condominium Instruments.

Notwithstanding the provisions of Section 9.1.4 above, temporary on-street parking of RVs within the Condominium shall be permitted on a limited basis, subject in all respects to the following provisions:

- (a) Only Owners may utilize on-street parking for their RVs. Tenants or guests may not park RVs on the private roadways at the Condominium at any time.
- (b) Owners may only utilize on-street parking for their RV if their RV does not fit within their own driveway. RVs must be parked directly in front of the RV Owner's Unit, not any other Units, unless written permission is obtained from the other Unit Owner. If an Owner's RV is too large to fit in front of their Unit, the RV must be parked opposite said Owner's Unit, on the "inner circle," or Community Building side of the private roadway.
- (c) Owners shall not park their RV directly adjacent to or across from an RV or other vehicle parked on the other side of the private roadway.
- (d) If motor home jacks are used, Owners are required to use pads or other such devices under the jacks to distribute weight so as to prevent damage to roadway and sidewalk surfaces. Owners will be held liable for repairs to any sidewalk, private roadway, or any other common element, damaged by a jack, pad, or any other use incident to on-street parking.
- (e) On-street parking is for RV loading, RV unloading and RV interior cleaning only, subject to all local, city and state laws and ordinances, and the Condominium Instruments.
- (f) An Owner's RV may only be parked on-street within the Condominium for a maximum of 48 consecutive hours, and a maximum of 48 total hours in any consecutive seven day period.



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- (g) AN RV PARKED ON-STREET MUST BE ATTENDED AT ALL TIMES. "ATTENDED" MEANS THAT THE OWNER, OR A PERSON DESIGNATED BY THE OWNER AND CAPABLE OF MOVING THE RV, IS PRESENT ON THE CONDOMINIUM PREMISES, CAPABLE OF BEING IMMEDIATELY LOCATED, AND AVAILABLE TO IMMEDIATELY MOVE THE RV IN THE EVENT SUCH RV NEEDS TO BE MOVED OR IN AN EMERGENCY. The Board is encouraged to adopt administrative Rules and Regulations as to the meaning of "attended" RVs, such as a requirement that the owner of an RV parked on-street leave on the RV's dashboard the Unit number and a telephone where he or she can be immediately reached.
- (h) Owners who elect to utilize on-street parking for their RVs are solely responsible for the immediate removal of their RV to allow emergency vehicles to safely pass. If an RV cannot be moved, an RV is unattended, or an Owner is not immediately available, the Owner of the RV may be held liable. In addition to any liability faced by an Owner related to on-street parking of their RV, all expenses related to towing an RV, including any administrative, management or legal fees, will be assessed to the Unit Owner. Any such charges shall be collectible as assessments hereunder.
- (i) The Association, after reasonable notice and opportunity to be heard, may levy fines against Owners for violation of the provisions hereof. The Board may by resolution designate a reasonable fine schedule. However, an Owner that violates 9.1.4(g) above by leaving their RV unattended shall be fined not less than \$200.00 per incidence.
- (j) Farmington Square Lots #1 and #2 located on Woollen Road must follow the City of Burlington Municipal Codes for on street RV parking.
- (k) The limited allowances for RV on-street parking in Sections 9.1.3 and 9.1.4 are subject to all local, city and state regulations including those concerning on-street parking, emergency access for ingress and egress, and fire regulations. To the extent any such local, city or state regulation is more stringent than the provisions found herein, these provisions shall be deemed to conform to such local, city or state regulation.

B. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration, including the "Table of Contents," or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.



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FARMINGTON SQUARE OWNERS' ASSOCIATION

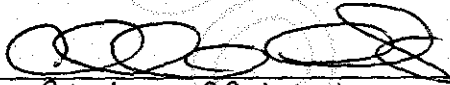
ATTEST: The above amendment was properly adopted.

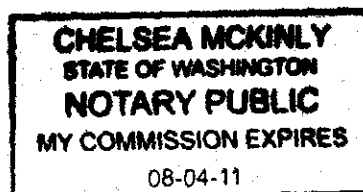
By: DONALD KENT LARSEN
Donald Kent Larsen Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 26 day of April, 2010, personally appeared before me, Donald Kent Larsen, known to me to be the Secretary of the FARMINGTON SQUARE OWNERS' ASSOCIATION, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 26 day of April, 2010.

 (Signed)
Chelsea McKinly (Print Name)
Notary Public, State of Washington
Residing at Everett
My commission expires: 8-4-11



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DATED this 26 day of APRIL, 2010.

FARMINGTON SQUARE OWNERS' ASSOCIATION


ATTEST: The above amendment was properly adopted.

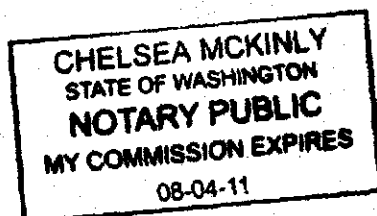
By: RALPH L. ANDERMAN
Ralph L. Anderman, its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 26 day of April, 2010, personally appeared before me, Ralph L. Anderman, known to me to be the President of the FARMINGTON SQUARE OWNERS' ASSOCIATION, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument.

DATED this 26 day of April, 2010.


 _____ (Signed)
Chelsea McKinley (Print Name)
 Notary Public, State of Washington
 Residing at Everett
 My commission expires: 8-4-11



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