

AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE, SUITE 220
BELLINGHAM, WA 98226



201008230281

Skagit County Auditor

8/23/2010 Page

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4 3:50PM

LAND TITLE OF SKAGIT COUNTY

TITLE OF DOCUMENT:

FIRST AMENDMENT TO DECLARATION OF
COVENANTS FOR MONTREUX, P.U.D.

AF# OF AFFECTED DOCUMENT:

AF# 200805010004

GRANTOR:

LANDED GENTRY CUSTOM HOME GROUP, L.L.C.
and MONTREUX COMMUNITY ASSOCIATION

GRANTEE:

THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR MONTREUX, P.U.D.**

PURPOSE: TO ELIMINATE PROVISIONS DEALING WITH AGE-RESTRICTIONS

THIS AMENDMENT is made this 20TH day of August, 2010, by LANDED GENTRY CUSTOM HOME GROUP, L.L.C., a Washington Limited Liability Company ("Successor Declarant") and MONTREUX COMMUNITY ASSOCIATION, a Washington Nonprofit Miscellaneous and Mutual Corporation ("Association").

WITNESSETH THAT:

A. WHEREAS, the Community's Declarant caused a Declaration of Covenants ["Covenants"] affecting Lots in the Montreux Community to be recorded at Auditor's File No. 200805010004, records of Skagit County, Washington. The Covenants were designed to make the entire Montreux Community an age-restricted project operating within federal guidelines for such purposes;

B. WHEREAS, pursuant to Section 17.1 of the Declaration of Covenants, the Association may amend the Community's Governing Documents from time to time.

C. WHEREAS, it has become apparent that the demand for age-restricted housing in the Mount Vernon area is not as strong as originally anticipated, which resulted in the original Declarant losing control of its remaining Lots in the Community; it has become further apparent that attempting to maintain the Lots in the Community in an age-restricted status could jeopardize the economic vitality of the entire Community.

D. WHEREAS, the Successor Declarant and the Association now wish to eliminate the age-restrictions contained within the Covenants.

NOW, THEREFORE, the Successor Declarant and the Association have executed this Amendment for the purpose of amending the following Sections of the Declaration of Covenants, in the manner hereinafter provided:

3.2 Community Attributes.

3.2.1 Housing Types and Restrictions.

The Lots in the Community will contain detached "single family" Dwellings, separated by building setbacks established in the Development Plan. Dwellings will be constructed by or under the direction of the Successor Declarant or its Affiliate(s). Dwellings constructed in the Community on the following-numbered Lots shall be limited to no more than 1 and one-half stories in height:

Lots 43, 47-53, 56, 63-66

9.1 Permitted Uses.

9.1.1 Residential Use.

The Lots in the Community shall be used for permanent residential purposes only, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes.

9.1.2 Commercial Uses.

Portions of a Dwelling may be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other lawful occupants of the Community.

9.1.3 Lease Restrictions.

All leases of any Lot in the Community shall be in writing. A lease, as defined herein, shall include month-to-month rentals. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. Any tenant shall be deemed to have assumed all the responsibilities of an Owner under Article IX of the Declaration of Covenants, as amended.



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EXCEPT as modified by this Amendment, all of the terms and provisions of the Governing Documents are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Successor Declarant and the Community Association have caused this Amendment to be executed as of the date first written above.

SUCCESSOR DECLARANT:
LANDED GENTRY CUSTOM HOME GROUP, L.L.C.

By


BRIAN GENTRY, its Manager

MONTREAUX COMMUNITY ASSOCIATION

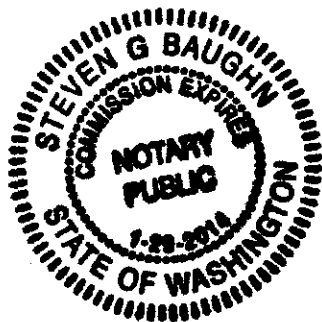
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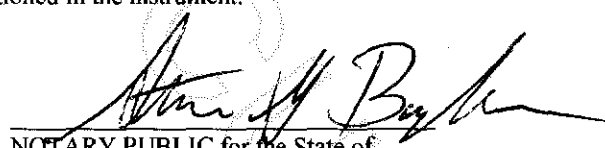

BRIAN GENTRY, its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that BRIAN GENTRY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of MONTREAUX COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: AUGUST 20, 2010.



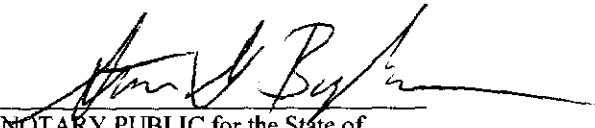

NOTARY PUBLIC for the State of
Washington. My Commission
expires 01-29-2014



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that BRIAN GENTRY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of the Successor Declarant, LANDED GENTRY CUSTOM HOME GROUP, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 20, 2010.


NOTARY PUBLIC for the State of
Washington. My Commission
expires 01-29-2014

