

AFTER RECORDING RETURN TO:
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201108290064

Skagit County Auditor

8/29/2011 Page 1 of 7 11:52AM

LAND TITLE OF SKAGIT COUNTY
m-19275
ACCOMMODATION RECORDING

TITLE OF DOCUMENT:	SECOND AMENDMENT TO DECLARATION OF COVENANTS FOR MONTREAUX, P.U.D.
AF# OF AFFECTED DOCUMENT:	AF# 200805010004
GRANTOR:	LANDED GENTRY CUSTOM HOME GROUP, L.L.C., MX 1B, LLC, and MONTREAUX COMMUNITY ASSOCIATION
GRANTEE:	THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIP [PHASE 1(b)]	LOTS 1-26, 54, 67-78, MONTREAUX, PHASE 1, A.F. # 200707230124
FULL LEGAL APPEARS	P. 2 - Section 1.3.1.2
TAX PARCEL NUMBERS	SEE EXHIBIT A

**SECOND AMENDMENT TO DECLARATION OF COVENANTS
FOR MONTREAUX, P.U.D.**

PURPOSE: TO ADD NEW PHASE OF DEVELOPMENT [PHASE 1(b)]
AND TO REINSTATE AGE RESTRICTIONS

THIS AMENDMENT is made this 26 day of August, 2011, by LANDED GENTRY CUSTOM HOME GROUP, L.L.C., a Washington Limited Liability Company ("Successor Declarant"), MX 1B, LLC, a Washington Limited Liability Company ("2nd Successor Declarant") and MONTREAUX COMMUNITY ASSOCIATION, a Washington Nonprofit Miscellaneous and Mutual Corporation ("Association").

WITNESSETH THAT:

A. WHEREAS, the Community's original Declarant caused a Declaration of Covenants ["Covenants"] affecting Lots in the Montreaux Community to be recorded at Auditor's File No. 200805010004, records of Skagit County, Washington. The Covenants were designed to make the entire Montreaux Community an age-restricted project operating within federal guidelines for such purposes; the Covenants were amended by an instrument recorded at Auditor's File No. 201008230281;

B. WHEREAS, pursuant to Sections 3.3.2 and 17.6 of the Declaration of Covenants, the Declarant or an affiliate of or Successor to the Declarant may unilaterally amend the Community's Governing Documents from time to time to exercise Development Rights; and

C. WHEREAS, in Section 3.3.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Community in up to three "Phases" by adding additional Lots to the Community,

D. WHEREAS, the 2nd Successor Declarant now wishes to exercise Development Rights and has acquired additional Lots in the Plat of Montreaux, Phase 1 as more particularly described below, all for the purpose of creating an additional Phase of Development known as "Phase 1(b)", consisting of thirty-nine (39) additional Lots, as described in Section 3.3.1(b) of the Declaration of Covenants.

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

F. WHEREAS, the First Amendment to Covenants for the Community eliminated age-restrictions from the Covenants; it has become apparent that the demand for age-restricted housing in the Mount Vernon area has rebounded, with the result that Successor Declarant and 2nd Successor Declarant desire to create housing opportunities for persons over the age of 55 in the new Lots comprising Phase 1(b).

D. WHEREAS, the Successor Declarant, 2nd Successor Declarant and the Association now wish to reinstate the age-restrictions contained within the original Covenants, to affect all Lots in the Community.

NOW, THEREFORE, the Successor Declarant, 2nd 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:

1.3.1 Lots Included in the Community.

1.3.1.1 Phase 1: Lots 27 - 37, Lots 42 - 53, Lots 55 - 66 and Tracts 900-914, Plat of Montreaux, Phase 1, as per the map thereof recorded at Auditor's File No. 200707230124, Records of Skagit County, Washington.

1.3.1.2 Phase 1(b): Lots 1-26, 54, 67-78, Plat of Montreaux, Phase 1, as per the map thereof recorded at Auditor's File No. 200707230124, Records of Skagit County, Washington.

9.1 Permitted Uses.

9.1.1 Residential and Low Impact Commercial Uses.

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, for persons of retirement age. 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.

9.1.2 Housing for Older Persons Requirements.

This Community has been designed as housing for older persons, and shall be operated generally for occupancy by persons fifty-five (55) years of age or older, in accordance with the provisions of Title 42 U.S.C. §3607(b)(2)(B), and with regulations later promulgated by the Secretary of HUD thereunder. The Association shall maintain a list of all Occupants and their respective birth dates to assure compliance with this Section, and shall take the steps identified in Subpart (iii) hereof to continually verify the ages of residents. Owners and Occupants shall be subject to the following requirements:

(i) Except as provided immediately below, the Lots in this Community are primarily intended for the use and occupancy by older persons. At least 80 percent of the Lots in the Community shall be occupied by at least one person who is at least fifty-five (55) years of age or older. Up to four (4) Lots ["Family Lots"] may be occupied by families with minor children; such Family Lots may be identified and so designated by the 2nd Successor Declarant in writing to the Association at any time prior to the sale by the 2nd Successor Declarant of its last Lot in the Community. If a Family Lot becomes occupied by persons without children, another Lot may become a Family Lot, provided that there may be no more than four (4) Family Lots at any one time. In Lots other than Family Lots, no person under the age of 21 years of age may be a permanent Occupant of the Lot. Visitors under the age of 21 years (hereinafter, "young visitors") shall be allowed to visit Owners or Occupants of Lots, but only for periods of time not to exceed thirty (30) nights out of any six (6) month period as to each visitor. The Board may adopt additional rules regarding Family Lots and visitations by young visitors, and may require that any young visitor found to be unreasonably disturbing other Owners be required to leave the premises, and may exercise its authority for specific visitors even though other visitors are permitted to remain.

(ii) No Lot shall be sold, rented or leased to any person or persons unless the standards established in this paragraph are complied with. Without limiting the authority of the Board described in the Bylaws, the Association shall have the specific legal right to seek injunctive relief from the Superior Court of the State of Washington for Skagit County with respect to any Owner or Occupant found to be not in compliance with this Section 9.1.2. Noncomplying Occupants may be evicted. The prevailing party in such an action shall be entitled to reasonable attorneys' fees and costs of suit. See Section 13.3 hereof.

(iii) The Association shall maintain permanent records substantiating its continuing compliance with the policies and age limitations described herein, and shall regularly update such records, through surveys or other means. Such updates must take place at least once every two years. A survey may include information regarding whether any Lots are occupied by persons who are (a) employees of the Association who perform substantial management or maintenance functions for the Community, (b) persons who are necessary to provide a reasonable accommodation to disabled residents; or (c) family members residing in Lots with their older relatives. Any of the following documents are considered reliable documentation of the age of the Occupants of the Community: Driver's license; Birth certificate; Passport; Immigration card; Military identification; Any other state, local, national, or international official documents containing a birth date of comparable reliability; A certification in a lease, application, affidavit, or other document signed by any member of the household age 21 or older asserting that at least one person in the



Lot is 55 years of age or older; or forms or applications previously submitted by or on behalf of such Occupant.

(iv) A summary of occupancy surveys undertaken under Subpart (iii) above shall be available for inspection upon reasonable notice and request by any person.

(v) The Association shall post in the Common Areas of the Community notices describing the Community as housing for persons 55 years of age or older. Phrases such as "adult living", "adult community", or similar statements are not consistent with an intent that this Community intends to operate as housing for persons 55 years of age or older.

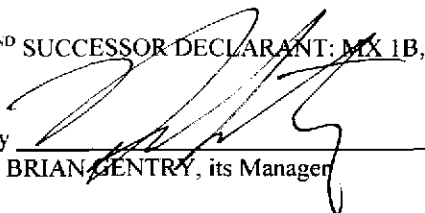
9.1.3 Lease Restrictions.

To ensure that legally-required percentages of occupancy by older persons, as established in Section 9.1.2 (i) hereof, are continually met in this Community, tenants will be required to provide birth certificates, drivers' licenses, marriage certificates, or other forms of evidence of their age to permit the Association to meet its obligations under Section 9.1.2 (iii) hereof. All leases 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 this Declaration of Covenants, as amended.

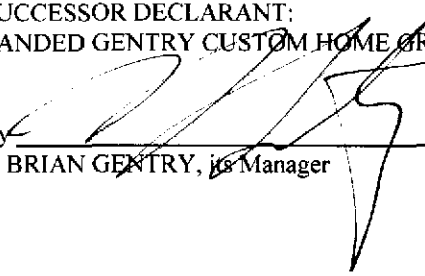
EXCEPT as modified by this Amendment, all of the terms and provisions of the Governing Documents are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the 2nd Successor Declarant and the Community Association have caused this Amendment to be executed as of the date first written above.

2ND SUCCESSOR DECLARANT: MX 1B, LLC

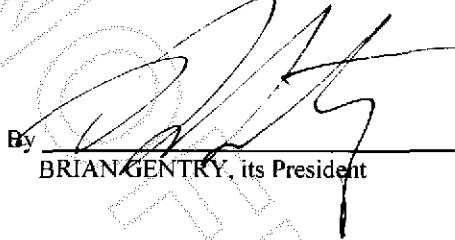
By 
BRIAN GENTRY, its Manager

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

By 
BRIAN GENTRY, its Manager



MONTREAUX COMMUNITY ASSOCIATION

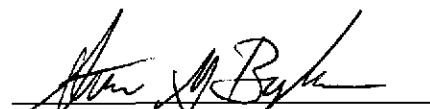
By 
BRIAN GENTRY, its President

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 29, 2011.





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 2nd Successor Declarant, MX 1B, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 29, 2011.



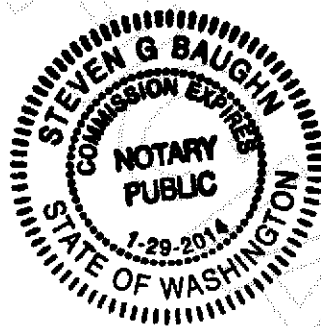

NOTARY PUBLIC for the State of
Washington. My Commission
expires 01-29-2014



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 29, 2011.



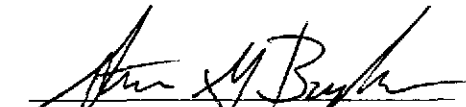

NOTARY PUBLIC for the State of
Washington. My Commission
expires 01-29-2014



EXHIBIT A
Tax Parcel Numbers of Lots in Phase I(b)

<u>Lot Number:</u>	<u>Tax Parcel Number:</u>
1	P126394
2	P126395
3	P126396
4	P126397
5	P126398
6	P126399
7	P126400
8	P126401
9	P126402
10	P126403
11	P126404
12	P126405
13	P126406
14	P126407
15	P126408
16	P126409
17	P126410
18	P126411
19	P126412
20	P126413
21	P126414
22	P126415
23	P126416
24	P126417
25	P126418
26	P126419
54	P126420
67	P126421
68	P126422
69	P126462
70	P126463
71	P126464
72	P126465
73	P126466
74	P126467
75	P126468
76	P126469
77	P126470
78	P126471



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