

AFTER RECORDING RETURN TO:  
HUGH LEWIS, ATTORNEY AT LAW, P.C.  
2200 RIMLAND DRIVE, SUITE 115  
BELLINGHAM, WA 98226  
DRAFT DATE: January 31, 2014



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TITLE OF DOCUMENT: FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS FOR MONTREAUX, P.U.D.  
AF# OF AFFECTED DOCUMENT: AF# 200805010004  
GRANTOR: MONTREAUX COMMUNITY ASSOCIATION  
GRANTEE: THE GENERAL PUBLIC

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

PURPOSE: TO EXPAND DEVELOPMENT RIGHTS and TO CONFIRM TIME FRAME FOR  
EXERCISE OF DEVELOPMENT RIGHTS

THIS AMENDMENT is made this 31<sup>st</sup> day of January, 2014, by  
MONTREAUX COMMUNITY ASSOCIATION, A Washington Nonprofit Miscellaneous and Mutual  
Corporation (the "Association").

WITNESSETH THAT:

WHEREAS, the Community's original Declarant caused a Declaration of Covenants ["Covenants"],  
affecting all Lots in the Montreaux Community, to be recorded at Auditor's File No. 200805010004, records  
of Skagit County, Washington. The Covenants have been amended by instruments recorded at Auditor's  
File Nos. 20100823028, 201108290064 and 201204030049;

WHEREAS, in Sections 3.3 and 16.6 of the Covenants, the Declarant had reserved Development  
Rights to expand the scope of development within the Community through a process of phased development,  
Section 3.3.1(c) of the Covenants specifies that "Phase 2, in general, could consist of up to an additional  
forty-two (42) Lots to be created on a large tract of land lying directly westerly of the Plat of Montreaux  
Phase 1."

WHEREAS, under Section 3.3.3 of the Covenants, the Declarant's right to add a new Phase of  
development to the Community exists for a period of 10 years from the date of the first Lot sale in the  
Community, which occurred on September 19, 2008; this time period has not expired.

WHEREAS, the Declarant has advised the Association that Declarant's present plan for "Phase 2" now involves only the possibility of three (3) additional Lots, to be created on a parcel of property different from that described in Section 3.3.1(c) of the existing Covenants;

WHEREAS, pursuant to Section 17.1 of the Covenants, the Covenants of this Community may be amended by the vote or agreement of Owners of Lots to which at least sixty percent (60%) of the votes in the Association are allocated;

WHEREAS, in response to the Declarant's advice, the Association has determined that it is desirable to amend certain Sections of the Covenants, specified hereinafter, and has obtained the necessary consent of the requisite percentage of Owners prior to the date of this Amendment.

NOW, THEREFORE, Pursuant to Article 17 of the Covenants, the Association hereby amends the following Sections of the Declaration, as follows:

3.3. Development Rights.

3.3.1 Description.

The Declarant has reserved Development Rights to expand the scope of development within the Community through a process of phased development, as described below.

(a) [no change].

(b) [no change].

(c) Phase 2 could consist of an additional three (3) Lots to be acquired by the Declarant from Skagit P.U.D. No. 1, located southerly of existing Lots 19 and 20 and easterly of Lot 9, to be served by Sumac Drive; in the course of exercising such Development Right, Declarant would cause Sumac Drive to be widened and extended at its sole cost, to provide normal rights of ingress, egress and utilities to the new Lots so created.

(d) [no change].

3.3.2 Description. [no change]

3.3.3 Description. [no change]

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4.1 Number and Description of Lots.

4.1.1 Initial Lots. [no change].

4.1.2 Lots and Tracts Created by Phased Development.



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4.1.2.1 Phase 2 Lots.

Phase 2 could consist of an additional three (3) Lots to be acquired by the Declarant from Skagit P.U.D. No. 1.

4.1.2.2 Possible Total Number of Lots.

The Declarant reserves the right to create a total of seventy-seven (77) Residential Lots pursuant to Development Rights reserved in Section 3.3.1 of this Declaration of Covenants. Reference should be made to that Section for additional information.

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16.4 Easements for Declarant.

The Declarant reserves an easement through the Property as may be reasonably necessary for the purpose of discharging the Declarant's obligations or for exercising Special Declarant Rights. Without limiting the generality of the foregoing, such easements include the following:

16.4.1 General Reservation. [no change]

16.4.2 Specific Rights. The easements reserved under this Section shall entitle the Declarant, for the development of real property constituting each successive phase of the Community, to tie into water, sewer, storm sewer, irrigation, electrical, gas, telephone or other utility conduits or lines of all varieties, and to travel over and connect with roadways, driveways, walkways, open areas or utility systems developed and employed in any completed phases of the Community. The Declarant also reserves the right to grant easements to public or private utility companies and to convey to such companies utility lines, pipes, wires, ducts, channels, conduits and/or other facilities in furtherance of such grants. The Declarant further reserves the rights to create or relocate utility lines, pipes, wires, ducts, channels, conduits and/or other facilities at any location within the Property. **A sketch showing easements to be created and/or relocated in conjunction with Phase 2 is attached hereto as Exhibit A.**

16.4.3 Liability for Costs. [no change]

16.6 Special Declarant Rights.

16.6.1 Other than the right to exercise a Development Right to add new Lots in Phase 2, as modified herein, Declarant's Special Declarant Rights have expired.

16.6.2 No change.

16.6.3 No change.

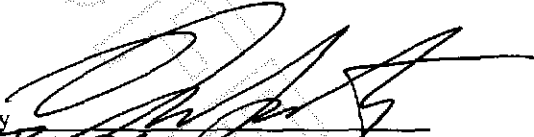
EXCEPT as modified by this Amendment, all of the terms and provisions of the Governing



Documents are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above.

MONTREAUX COMMUNITY ASSOCIATION

By   
Brian D. Gentry, its President

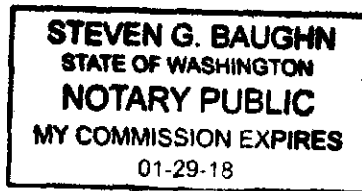
STATE OF WASHINGTON )

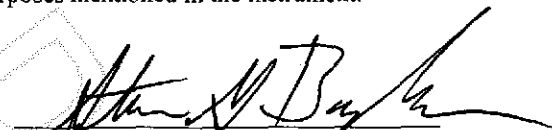
) ss.

COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Brian D. 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: February 25, 2014.



  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 01-29-2018



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Exhibit A

