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Skagit County Auditor

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AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE, SUITE 115
BELLINGHAM, WA 98226
October 27, 2015

TITLE OF DOCUMENT:

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

AF# OF AFFECTED DOCUMENT:

AF# 200805010004

GRANTOR:

MONTREAUX COMMUNITY ASSOCIATION

GRANTEE:

THE GENERAL PUBLIC

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

PURPOSE: TO CLARIFY PROVISIONS REGARDING AGE RESTRICTIONS

THIS AMENDMENT is made this 16th day of November, 2015, 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, 201204030049 and 201402270019;

WHEREAS, the Montreaux Community is age-restricted, by virtue of the Second Amendment to
Declaration of Covenants recorded at Auditor's File No. 201108290064, but up to four (4) Lots were
exempted from such restrictions in the Second Amendment; it has become evident that clarification as to the
number and location of unrestricted Lots needs to be accomplished, through an amendment to Section
9.1.2(i) of the Declaration of 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;

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

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. Under the provisions of the Second Amendment to Declaration of Covenants for the Community, up to four (4) Lots ["Family Lots"] specifically designated in writing by the 2nd Successor Declarant, could be occupied by families with minor children, with the proviso that if a Family Lot were to become occupied by persons without minor children, another Lot could become a Family Lot. In actuality, only two (2) Lots were ever designated as Family Lots; those Lots were Lots 3 and 31. The prevailing current sentiment of the Community is to the effect that, henceforth: Both Family Lots shall continue to be exempt from the age restrictions contained in this Section 9.1.2, but if a Family Lot is sold by its current Owner to a purchaser without minor children, such Lot shall lose its Family Lot status, and no other Lot shall then become eligible for Family Lot status. 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 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.

* * * * *

NOTE: The following section is provided for informational purposes only and was previously included in that Second Amendment to Declaration recorded August 29, 2011 at Auditor's File Number 201108290064:

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

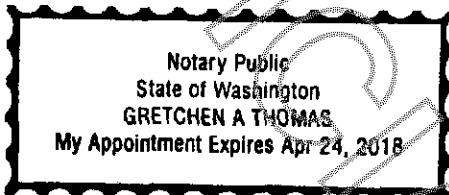
MONTREAUX COMMUNITY ASSOCIATION

By Charlotta Tucker
Charlotta Tucker its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Charlotte E. Tucker 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 MONTREUX COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 24, 2015.



Gretchen A. Thomas
NOTARY PUBLIC for the State of
Washington. My Commission
expires 04-24-2018