

Cedar Point, A Condominium
1155 Decatur Circle
Burlington, Wa 98233

**SIXTH AMENDMENT TO THE DECLARATION
AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR CEDAR POINT, A CONDOMINIUM**

Reference Numbers of Related Documents : **200201100079**

Grantor(s) : **CEDAR POINT, A CONDOMINIUM**

Grantee(s) : **PUBLIC**

Legal Description (Abbreviated) : **Lots 1A through 20B, CEDAR POINT, A CONDOMINIUM**

Assessor's Property Tax Parcel Account Number(s) :

4788-000-001-0100/P118735	4788-000-001-0200/P118736	4788-000-002-0100/P118737
4788-000-002-0200/P118738	4788-000-003-0100/P118739	4788-000-003-0200/P118740
4788-000-004-0100/P118741	4788-000-004-0200/P118742	4788-000-005-0100/P118743
4788-000-005-0200/P118744	4788-000-006-0100/P118745	4788-000-006-0200/P118746
4788-000-007-0100/P118747	4788-000-007-0200/P118748	4788-000-008-0100/P118749
4788-000-008-0200/P118750	4788-000-009-0100/P118751	4788-000-009-0200/P118752
4788-000-010-0100/P118753	4788-000-010-0200/P118754	4788-000-011-0100/P118755
4788-000-011-0200/P118756	4788-000-012-0100/P118757	4788-000-012-0200/P118758
4788-000-013-0100/P118759	4788-000-013-0200/P118760	4788-000-014-0100/P118761
4788-000-014-0200/P118762	4788-000-015-0100/P118763	4788-000-015-0200/P118764
4788-000-016-0100/P118765	4788-000-016-0200/P118766	4788-000-017-0100/P118767
4788-000-017-0200/P118768	4788-000-018-0100/P118769	4788-000-018-0200/P118770
4788-000-019-0100/P118771	4788-000-019-0200/P118772	4788-000-020-0100/P118773
4788-000-020-0200/P118774		

This is the Sixth Amendment to the Declaration and Covenants, Conditions, Restriction and Reservations for Cedar Point, A Condominium.

The original Declaration and Covenants, Conditions and Reservations for Cedar Point, A Condominium (hereinafter " Declaration ") was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File Number 200201100079 - date 01/10/2002.

The First Amendment to the Declaration was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File Number 200404270060 - dated 04/27/04

The Second Amendment to the Declaration was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File Number 200603010116 - dated 03/01/06

The Third Amendment to the Declaration was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File Number 200706040181 - dated 06/04/07

The Fourth Amendment to the Declaration was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File Number 200802290192 - dated 02/29/08

The Fifth Amendment to the Declaration was filed with the Auditor of Skagit County, Washington, under Skagit County Auditor File Number 201303290158 - dated 03/29/2013

1) The Declaration is amended at **ARTICLE 12** Common Expense and Assessments

Paragraph 12.12.4 - Mortgagee Notice, is hereby **deleted in its entirety** and the following paragraph 12.12.4 is inserted in its place. This Amendment adds a " Foreclosure Deposit " from any Purchaser whose Mortgagee has sent the Association a " Condo Request for Notice " of delinquent assessments.

Paragraph 12.12.4 - Mortgagee Notice

The priority of the Association's Lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a Notice of Delinquent Assessments shall be reduced by up to Three (3) Months if and to the extent that the lien priority under Section 12.12.3 includes delinquencies which relate to a period after such holder becomes and Eligible Mortgagee or has given such Request for Notice and before the Association gives the holder a written Notice of the Delinquency. This section does not affect the priority or mechanic's or materialmen's liens, or the priority of liens for other assessments made by the Association.

In the event that an Owner's Mortgagee causes a " Request for Notice " of Delinquency to be sent to the Association, a " Foreclosure Deposit " equal to Three (3) Months of Dues that are current at that time will be required from the Owner. In the event of a Foreclosure on said property, the " Foreclosure Deposit " will be forfeited to the Association. In the event of either a Sale or Refinance, the " Foreclosure Deposit" will be returned to said Owner.

The Declaration is amended at **ARTICLE 13** Insurance

2) Paragraph 13.1.4 - Mortgagee Notice, is hereby **deleted in its entirety** and the following paragraph 13.1.4 is inserted in its place. This Amendment changes the requirements for the amount of the Surety Bond required for the Board of Directors.

Paragraph 13.1.4

Fidelity Bonds naming the Members of the Board, the manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to Three (3) Months aggregate assessments for all Units, in the custody of the Association or Manager at any given time during the term of each Bond. Such Fidelity Bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of " Employee " or similar expression.

3) Paragraph 13.1.6, is hereby **deleted in its entirety** and the following paragraph 13.1.6 is inserted in its place. This Amendment removes " Flood " from the list of coverages the Association must provide for all Units.

Paragraph 13.1.6

Such other Insurance as the Board deems advisable; provided that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such Casualty, Liability, and Fidelity Bond meeting the Insurance and Fidelity Bond requirements for Condominium Projects established by the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency,

4) Paragraph 13.8, as added in the First Amendment to the Declaration on 04/27/2004.

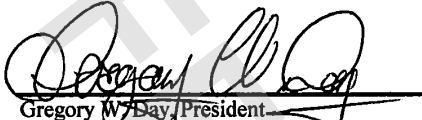
Paragraph 13.8, is hereby **deleted in its entirety** and the following paragraph 13.8 is inserted.

Paragraph 13.8

Any Owners who declines to purchase a policy of Flood Insurance will be deemed to be " Self Insured " and will be held personally responsible for any and all repairs caused by flooding. The Board of Directors of the Cedar Point Condominium Owners Association will be the sole entity to determine what repairs are deemed to be necessary.

Except for the Amendment(s) set forth hereinabove, the original Declaration and any previous Legal Amendment(s) to the original Declaration are hereby ratified and confirmed in their entirety.

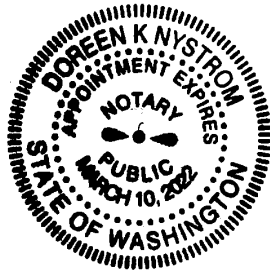
This Amendment to the Declaration was properly adopted by written consent of a minimum of 67 % of the total Votes in the Owners Association, per Article 21 Amendment of Declaration, Survey Maps, Plans - 21.1 In General of the Declaration and Covenants, Conditions, Restrictions and Reservations for Cedar Point, A Condominium.



 Gregory W. Day, President
 Cedar Point Condominium Owner's Association

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that GREGORY W. DAY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of the CEDAR POINT CONDOMINIUM OWNER'S ASSOCIATION to be a free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Date this 18th day of October, 2018




 NOTARY PUBLIC in and for the State of WA
 Washington, residing at Mount Vernon

My Commission expires 3/10/22