

WHEN RECORDED RETURN TO



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09/25/2019 01:08 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

Montreaux, Inc.
P.O. Box 2231
Everett, WA 98213

Document Title(s): AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MONTREAUX WEST HOMEOWNER ASSOCIATION
Reference Number(s) of Documents Assigned or Released: 201904050015
Grantor(s): MONTREAUX WEST HOMEOWNER ASSOCIATION
Grantee(s): (Project Name) MONTREAUX WEST HOMEOWNER ASSOCIATION
Legal Description (Section, Township, Range) PTN OF TRACT D OF CITY OF MOUNT VERNON SHORT PLAT No. MV-20-81 RECORDED UNDER AUDITOR'S FILE NO. 8304270013
Assessor's Property Tax Parcel/Account Numbers: P27545 / 340422-3-009-0336

**Amendment to Declaration of
Covenants, Conditions and Restrictions
for Montreaux West Homeowner Association**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Montreaux West Homeowner Association (hereafter "The Association") is made this 24 day of September 2019.

RECITALS:

Whereas a Homeowner's Association has been established previously by recording of a certain of Covenants, Conditions and Restrictions for Montreaux West Homeowner Association (hereafter "the Declaration"), recorded and filed under Skagit County Recording Number 201904050014;

And Whereas the Association wishes to amend the Declaration;

And Whereas the pursuant to Article II, Section 1 of the Declaration the Declarant still has full management control and is still the owner of all lots encompassed by the Association;

NOW THEREFORE, this Amendment to the Declaration is declared as follows:

1. Article IV, Section 2, subsection (c) shall be amended to read as follows:

For the improvement, maintenance, upkeep and repair of Common Maintenance Areas, including maintenance of the front yard area of all Lots; provided however that all irrigation and water usage shall be the responsibility of the individual Lot owner,

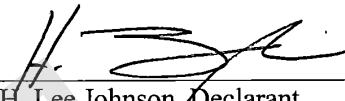
2. The first sentence of Article IV, Section 3 shall be amended to read as follows: Beginning on the sale of the first Lot, the annual assessment shall be \$1,365.00 per Lot.
3. The following sentence shall be added to Article IV, Section 4: Upon the sale of each Lot, there shall an initial special assessment of \$492.00.
4. Article VII shall be amended as follows:
 - A. Sections 7 and 16 are hereby stricken and removed;
 - B. Section 10 shall be amended to read as follows: The exterior of any structure, including painting or other suitable finish, and landscaping shall be completed within three months of the beginning of construction so as to present a

finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

- C. Section 20 f) shall be amended to read as follows: No recreational vehicle or boat may be parked or stored on any Lot, including in side yards, except they may be parked in the driveway for a period not to exceed 48 hours.
- D. The following sentence shall be added to Section 1: All Lots have landscaping that was installed pursuant to a Landscaping Plan approved by the City of Mount Vernon. Lot owners shall maintain this approved design to maintain uniformity within the Lots contained in the subdivision. All Lots have front yard irrigation installed. The Lot owner at his/her/their option may install irrigation in other areas of their Lot at the Lot owner's expense.
- 5. This Amendment shall take effect upon recording.
- 6. Except as Modified specifically herein, all other provisions of the Declaration shall remain in effect.

In witness whereof, the undersigned has executed this Amendment to the Declaration as of the date first above given.

Montreaux West Homeowner Association

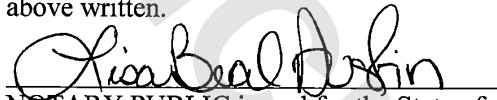
By: 
H. Lee Johnson, Declarant

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 24 day of September, 2019, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared H. Lee Johnson to me personally known (or proven on the basis of satisfactory evidence) to be the Declarant of Montreaux West Homeowner Association, the association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said association for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and seal hereto affixed the day and the year in this certification above written.



NOTARY PUBLIC in and for the State of
Washington, residing in Snohomish, WA
My commission expires 6/20/22

