

AFTER RECORDING RETURN TO:

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Skagit County Auditor

TITLE OF DOCUMENT:

FIRST AMENDMENT TO DECLARATION OF
COVENANTS FOR CAMBRIDGE COMMONS [fka
The Park In Sedro-Woolley]

AF# OF AFFECTED DOCUMENT:

201907160030

GRANTOR:

CAMBRIDGE 1, LLC

GRANTEE:

THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR CAMBRIDGE COMMONS
[FKA THE PARK IN SEDRO-WOOLLEY]**

**PURPOSE: TO CHANGE NAME OF COMMUNITY, CLARIFY MAINTENANCE
RESPONSIBILITIES, PET RESTRICTIONS AND PARKING**

THIS AMENDMENT is made this 17th day of January, 2020, by Cambridge 1,
LLC, a Washington limited liability company ("Cambridge").

WITNESSETH THAT:

A. The Community's original declarant, Falklands, Inc., a Washington corporation ("Falklands") caused a certain Plat Map establishing the Plat of Jones Estates to be recorded among the land records of Skagit County, Washington, at Auditor's File No. 201907160029, along with a Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for the Plat of Jones Estates to be known as "The Park in Sedro-Woolley" (the "Declaration") benefitting and burdening all the Lots in The Park in Sedro-Woolley aka Plat of Jones Estates Community, which Declaration was recorded at Auditor's File No. 201907160030; the Declaration has not been previously amended.

B. Cambridge is the assignee and successor in interest to Falklands by virtue of an Assignment of Declarant Rights recorded at Auditor's File No. 201911140051. Such assignment is authorized by Section 2.5 and Article 18 of the Declaration.

C. Pursuant to Sections 2.5 and 19.2 of the Declaration, the Declarant or its Affiliates may unilaterally amend the Community's Governing Documents from time to time.

D. Cambridge is an Affiliate of the original declarant and, pursuant to Section 2.5 and Article 18 of the Declaration of Covenants, is able to exercise Declarant Rights reserved in the Declaration of Covenants.

E. Cambridge desires to change the name of the Community, the Association referenced in the Declaration, and clarify maintenance responsibilities, pet and parking restrictions.

NOW, THEREFORE, pursuant to and in compliance with Section 2.5 and Section 19.2 of the Declaration, Cambridge hereby amends the following Sections of the Declaration, as follows:

RECITALS

2. The name of this community is "Cambridge Commons" as defined by the Act, and is a plat community and the purpose of this Declaration is to subject the residential property within the plat community to the provisions of this Declaration. The community is formerly known as The Park in Sedro-Woolley. The community is also known as Jones Estates Plat, recorded under Skagit County Auditor's File No. 201907160029.

ARTICLE ONE: DEFINITIONS

5. "Association" shall mean Cambridge Commons Community Association.

12. "Declarant". The Declarant is Cambridge 1, LLC, a Washington limited liability company or any other person or entity to whom the Declarant assigns by written instrument its rights as a Declarant under the terms of this Declaration.

3.1: Formation.

The Association has been incorporated under the name of Cambridge Commons Community Association, as a non-profit miscellaneous and mutual corporation under Revised Code of Washington, Chapter 24.06.

6.1.3 *Fence Maintenance.*

The Association shall maintain the exterior, perimeter fencing, if any installed by the Declarant, as well as the fence shared between a lot and Tract A, Tract B and the Park Tract (P36382). Each Unit Owner shall maintain and repair all fencing around their Unit, including reapplying the stain thereon, with respect to the interiors and exteriors of all other fences, except those that are to be maintained by the Association as set forth above.

7.4: Contribution to Working Capital Fund.

In connection with the close of escrow for the closing of the sale of each Unit to an Owner other than the Declarant, the initial Owner of such Unit shall make a non-refundable working capital contribution payment to the Association for the initial working capital fund ("Working Capital Fund") which contribution shall be in an amount equivalent to one (1) year of regular assessments (the "Initial Working Capital Contribution"). The Initial Working Capital Contribution shall not be considered as an advance payment of any Assessments. The Working Capital Contribution may not be used to defray expenses that are the obligation of the Declarant.

9.18: Limitation of Animals.

9.18.1 *General Restrictions.*

The maintenance, keeping, boarding and/or raising of animals or fowl other than as permitted below, or livestock or reptiles of any kind regardless of number, shall be and is prohibited within any Unit or upon the Common Areas. The keeping of well-behaved dogs (maximum number is 2) or cats (maximum number is 3), caged birds, aquarium fish, up to three (3) rabbits, and other well-behaved small household pets that normally do not leave the Unit is permitted, subject to Rules and Regulation adopted by the Board of Directors. Provisions for

keeping of chickens appear in Section 9.18.2. The Owner of any animal maintained on the Unit shall exercise appropriate control over the animal, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to remain anywhere on the Common Areas. No animals will be allowed to be leashed, chained, or otherwise tied to any portion of the front or sides of residences. Leashed animals are permitted within rights-of-way when accompanied by their Owners. All pens, runs and pet enclosures of any kind must be screened from view of other Residences and Units and must be approved by the Architectural Control Committee prior to construction and shall be kept clean and odor free at all times. Any Unit Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Community. All animals shall be registered and inoculated as required by law. If the investigation of the Board indicates that animals are kept in violation of this Section or are creating a nuisance, the Declarant, during the development period, or the Board thereafter, will give the Owner ten (10) days written notice of the violation. Such violation must be remedied by the Owner within such ten (10) day period. Failure to comply with the written notice will result in a fine as outlined in the fine structure for the Association. Any fine imposed by this Section shall be the personal obligation of the fined Owner and a lien on the Unit of the fined Owner. In addition, the Board may at any time require the removal of any animal which it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain. The Association shall be entitled to attorneys' fees and costs for any action taken to collect fines and/or remove animals, in accordance with the provisions of this Declaration.

9.18.2 Chickens.

Up to three (3) hens may be kept in an enclosed backyard area, subject to any and all regulations imposed by the City of Sedro-Woolley on the raising and keeping of fowl. No roosters are permitted. Chickens shall be maintained in coops or runs or behind appropriate fences to ensure that they do not escape the confines of the Unit. Any coop or chicken yard must be located at least ten (10') feet from any property line and ten (10') feet from the Residence within the Unit. A coop or chicken yard shall be no more than 120 square feet in size, shall be enclosed and rodent proof, must be approved by the Architectural Control Committee prior to construction, and must be kept clean at all times to avoid rodents and flies, the presence of which is declared to be a nuisance. Hens must be contained at all times inside a fenced area, and are not allowed to free range. The general provisions of Section 9.18.1 also apply to the keeping of chickens.

9.26: Vehicle Parking and Storage.

Within the Units, vehicles may only be parked on designated and approved driveways or parking areas, which shall be hard surfaced, or within garages. No storage of vehicles, boats,

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

By: Brian Gentry
Brian Gentry, its Manager

[illegible]

DATED: January 17th, 2020.

