



**202207060092**

07/06/2022 12:59 PM Pages: 1 of 3 Fees: \$205.50  
Skagit County Auditor

AFTER RECORDING RETURN TO:  
KRISTEN C. REID  
BELCHER SWANSON LAW FIRM, PLLC  
900 DUPONT STREET  
BELLINGHAM, WA 98225

Document Title:	Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservations for Chuckanut Scenic Estates
Declarant/Grantor/Grantee:	BS 80, LLC, a Washington limited liability company
Legal Description:	NW ¼ NE ¼, Section 23, T36N, R3E
Assessor's Tax Parcel ID#:	P48085
Related Documents:	AF# 202010280215, 202010280212

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR CHUCKANUT SCENIC ESTATES**

THIS SECOND AMENDMENT is made and entered into this 06 day of July, 2022, by BS 80, L.L.C., a Washington limited liability company ("Declarant").

**RECITALS:**

WHEREAS, the Declarant executed certain Governing Documents establishing Chuckanut Scenic Estates, a Plat Community, in the City of Bow, Skagit County, Washington and caused the Declaration of Covenants, Conditions, Restrictions and Reservations for Chuckanut Scenic Estates to be recorded in the land records of said County at Auditor's File No. 202010280215 ("Declaration") and Plat Map recorded in the land records of said County at Auditor's File No. 202010280212 ("Plat Map"); and

WHEREAS, this Declaration was amended and recorded in Skagit County at Auditor's File No. 202205040047 ("First Amendment"); and

WHEREAS, pursuant to RCW 64.90.285 and section 16 of the Declaration, the Declaration may be amended by vote or agreement of at least sixty-seven percent of the votes in the association;

WHEREAS, the Declarant wishes to amend the Declaration regarding the timing of construction of lots within Chuckanut Scenic Estates; and

NOW, THEREFORE, pursuant to and in compliance with RCW 64.90.285 and Section 16 of the Declaration, the Association hereby amends and replaces, the sections of the Declaration as follows:

\* \* \* \* \*

4.4.1 No Deviation from Plans – Noncompliance Deemed a Nuisance. Any Person obtaining approval of the ARC shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such Person shall notify the ARC when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents shall constitute a nuisance and shall be removed or altered by the Lot Owner to conform to the plans approved by the ARC within ninety (90) days after delivery of notice of the violation to the Lot Owner by the ARC or as specified in the notice.

\* \* \* \* \*

4.4.2 Timing of Construction. Any Person obtaining approval of the ARC for construction of improvements on a Lot shall commence construction or alteration in accordance with plans and specifications approved within twelve (12) months after the date of approval and shall substantially complete any construction or alteration within eighteen (18) months after start of excavation/construction, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped. Notwithstanding the foregoing, the ARC's approval may provide for a different period during which to commence or complete construction. If any such Person does not commence work within twelve (12) months after approval, or such other time period determined by the ARC, then approval shall lapse.


\* \* \* \* \*

Except as modified by this Second Amendment, all of the terms and provisions of the Declaration and First Amendment are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed as of the date first set forth above, by its President, who hereby certifies, pursuant to

Section 16 of the Declaration and RCW 64.90.285 that this Amendment was properly adopted and approved.

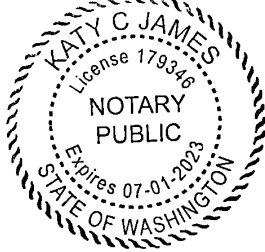
Chuckanut Scenic Estates Owners' Association

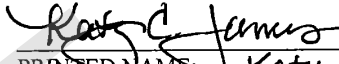
  
By: Patrick Stephens, President

STATE OF WASHINGTON     )  
  : ss.  
COUNTY OF WHATCOM     )

On this 6<sup>th</sup> day of July, 2022 before me personally appeared Patrick Stephens, to me known to be the President of the Chuckanut Scenic Estates Owners' Association that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
PRINTED NAME: Katy C. James  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 7/1/23