

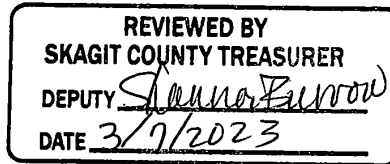


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03/07/2023 12:21 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

After Recording, Return To:

Schwabe, Williamson & Wyatt, PC
Attention: David Hailey
US Bank Center ~ Suite 3400
1420 Fifth Avenue
Seattle, Washington 98104



Document Title: Second Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations & Easements for Elevation 31, a Condominium

Reference Number: 202201130024 (Declaration of Covenants, Conditions, Restrictions, Reservations & Easements for Elevation 31, a Condominium); 202201130025 (Map); 202208090027 (First Amendment to Declaration of Covenants, Conditions, Restrictions & Easements for Elevation 31, a Condominium)

Grantor: Elevation 31 Homeowners Association, a Washington nonprofit corporation

Grantee: Elevation 31, a Condominium

Abbreviated Legal Description: All Units & Common Elements, Elevation 31, Condo

Assessor's Property Tax Parcel/Account Number(s): P135924; P135925; P135926; P135927; P135928; P135929; P135930; P135931; P135932; P135933; P135934; P135935; P135936; P135937; and P135938

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS &
EASEMENTS FOR
ELEVATION 31, A CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS & EASEMENTS FOR ELEVATION 31, A CONDOMINIUM (this "**Second Amendment**"), made effective upon its recording in the Official Records of Skagit County, Washington (the "**Effective Date**"), is executed on the date hereinafter set forth by the Elevation 31 Homeowners Association, a Washington nonprofit corporation ("**Association**").

RECITALS

A. Association is the Unit owners association, with respect to that certain condominium common interest community located in the City of Anacortes, Skagit County, Washington, which is commonly known as Elevation 31, a Condominium (the "**Condominium**") and more particularly described on attached **Exhibit A** (the "**Property**"). The "*Declaration of Covenants, Conditions, Restrictions, Reservations & Easements for Elevation 31, a Condominium*" was recorded on January 13th, 2022, under Auditor's File No. 202201130024, in the records of Skagit County, State of Washington (the "**Declaration**") and the Map was concurrently recorded under Auditor's File No. 202201130025 in the records of Skagit County, State of Washington, and the First Amendment to Declaration of Covenants, Conditions, Restrictions & Easements for Elevation 31, a Condominium was recorded under Auditor's File No. 202208090027 (the "**First Amendment**").

B. Association desires, by recording of this Second Amendment, to clarify an ambiguity in the Declaration and First Amendment.

AMENDMENT

NOW, THEREFORE, the Declaration and First Amendment are amended as provided in this Second Amendment. Capitalized terms used herein without definition, including the above recitals, shall have the same meanings ascribed to such terms in the Declaration.

Article 21.1 – Permitted Uses and Restrictions, is deleted and replaced with the following below, and Article 21.11 – Rentals, is deleted and replaced with the following below. The remainder of Article 21 shall be as set forth in the Declaration prior to the recording of the First Amendment.

ARTICLE 21– PERMITTED USES AND RESTRICTIONS

21.1 Residential Use.

The Condominium is intended for and restricted to use as single family residential dwellings only, on an ownership, rental or lease basis, and for social, recreational or other reasonable activities normally incident to such use, including use as a home office not involving regular visits by customers or clients. Except as provided in this Section **Error! Reference source not found.**, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted in any Unit or in any other portion of the

1 – Second Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations & Easements for Elevations 31, a Condominium

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Condominium without the written consent of the Board pursuant to the Rules and Regulations. Nothing in this section shall be construed so as to prevent or prohibit: (a) activities relating to the rental, lease or sale of Units in accordance with Section 21.11; (b) an Owner from maintaining his or her professional personal library, keeping his or her personal business or professional records or accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers, in such Owner's Unit; or (c) use of a Unit as a "home office." Timesharing of Units, as defined in Chapter 64.36 RCW, is prohibited. The Board shall have the power by its reasonable Rules and Regulations to clarify and specify the use restrictions contained in this Declaration, which shall be binding upon the Owners and their lessees, guests and invitees immediately upon adoption thereof and notification of the Owners.

21.11 Rentals.

An Owner shall be responsible to pay for any damage to the Common Elements caused by his or her guests, tenants or lessees (including sublessees) and for any fines imposed by the Board for any violations of this Declaration, the Bylaws or the Rules and Regulations

[Signature of Association appears on the following page]

IN WITNESS WHEREOF, Association has executed and delivered this Declaration as of the 22 day of February, 2023.

ASSOCIATION:

ELEVATION 31 HOMEOWNERS ASSOCIATION, a
Washington nonprofit corporation

By: [Signature]
David Irwin, President

ACKNOWLEDGMENT

STATE OF WASHINGTON)

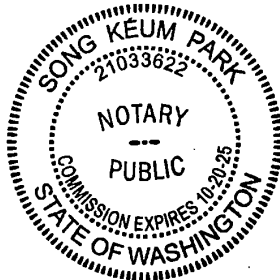
) ss.

COUNTY OF King)

I certify that I know or have satisfactory evidence that DAVID IRWIN is the person who appeared before me, and said person acknowledged she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the PRESIDENT of the ELEVATION 31 HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, the entity that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 22 day of February, 2023.

Song Park, Song
Print Name:
Notary Public in and for the State of Washington
Residing in King County, Washington
My Commission expires: 10.20.2025



Subscribed and sworn to before me
DAVID SURIHAM IRWIN
This 22 day of Feb, 2023
Notary Public in and for the State of WA
residing at Bellevue

EXHIBIT A**LEGAL DESCRIPTION AND DEPICTION OF THE
PROPERTY SUBJECT TO DECLARATION**

All Units and Common Elements, "Elevation 31, A Condominium," Declaration of Covenants, Conditions, Restrictions, Reservations and Easements, recorded January 13, 2022 under Auditor's File No. 202201130024, and any amendments thereto, Survey Map as recorded January 13, 2022 under Auditor's File No. 202201130025, all records of Skagit County, Washington;

Situate in the County of Skagit, State of Washington.

EXHIBIT A

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