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**THIRD AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR CEDAR SPRINGS**

GRANTOR: CEDAR SPRINGS HOMEOWNERS ASSOCIATION

GRANTEE: CEDAR SPRINGS HOMEOWNERS ASSOCIATION

LEGAL DESCRIPTION: CEDAR SPRINGS P.U.D., ACCORDING TO THE
DECLARATION THEREOF RECORDED UNDER SKAGIT
COUNTY RECORDING NUMBER 200610240160; AND
THE MAP THEREOF RECORDED UNDER SKAGIT
COUNTY RECORDING NUMBER 200011080023.

ASSESSOR'S TAX PARCEL ID#: P117543 THROUGH P117573, INCLUSIVE

REFERENCE #: 200610240160

THIRD AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR CEDAR SPRINGS

RECITALS

The Amended Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Cedar Springs, was recorded on October 24, 2006, in Skagit County, Washington under Recording No. 200610240160 (the "Declaration"). The Map was recorded on November 8, 2000, in Skagit County, Washington under Recording No. 200011080023.

The Declaration was previously amended under Skagit County Recording Nos. 200802250094 and 201006040030.

The Cedar Springs Homeowners Association desires to amend the Declaration regarding scheduling of the annual meeting and regarding insurance provisions in the Declaration.

Declaration Section 22.1 states that consent of owners holding at least sixty-seven percent (67%) of the votes in the Association shall be required to amend the Declaration. Owners holding at least sixty-seven percent (67%) of the votes in the Cedar Springs Homeowners Association have consented to the adoption of this amendment.

The President and Secretary of the Board of Directors for Cedar Springs Homeowners Association certify that the procedures for amendment to the Declaration have been followed and acknowledge and attest, by their signatures below, the adoption of the following Amendment to the Declaration:

A. Section 9.4.1 is hereby deleted and replaced with this new Section 9.4.1:

9.4.1.1 Annual Meetings. There shall be an annual meeting of the Owners each fiscal year at such reasonable place and time as may be designated by the Board. Notice shall be provided to Owners not less than fourteen (14) nor more than fifty (50) days prior to the date fixed for any Association meeting.

9.4.1.2 Budget Ratification by the Members.

Within thirty (30) days after adoption of any proposed budget for the Association, the Board must provide a copy of the budget to all the Owners and set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget.

(a) Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments against the Units included in the budget are ratified, whether or not a quorum is present.

(b) If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board.

The Association may combine a budget ratification meeting with the annual meeting of the Owners.

9.4.1.3 **Audits.** Owners will be informed when an audit of the Association's finances is completed and available for review by any Owner. Audits shall be conducted as required by statute.

B. Section 13.1.1 is hereby deleted and replaced with this new Section 13.1.1:

13.1.1 Fire insurance, with an extended coverage endorsement (including vandalism, malicious mischief, sprinkler leakage, debris removal, cost of demolition, windstorm and water damage), in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common and Limited Common Areas and the Buildings with the Board named as insured as trustee for the benefit of the Owners and Mortgagees as their interest may appear, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection insuring the Owners and their Mortgagees as their interest may appear. Said policy or policies shall provide for separate protection for each Unit to the full insurable replacement value thereof (limited as above provided), and a separate loss payable endorsement, in favor of the Mortgagee of the Planned Unit Development, if any. All insurance shall be obtained from an insurance carrier rated Triple A (and rated as in Class XI or better financial condition) by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington.

Owners must notify the Board of any improvement to their Unit with a value greater than \$25,000 to ensure that adequate insurance can be obtained.

C. Section 13.2 is hereby deleted and replaced with this new Section 13.2:

13.2 Unit Owner Insurance.

13.2.1 **Owner's Additional Insurance.** Each Unit Owner shall obtain and maintain an individual insurance policy which provides coverage for the Owner's Unit (in an amount at least equal to the Association's deductible) and personal belongings therein, and, to the extent reasonably available:

- (a) Loss of use, loss of rental income, and loss Assessment exposures;
- (b) Comprehensive Personal Liability coverage for any damage to other Units or Common or Limited Common Elements arising or resulting from the Owner's negligence, carelessness, or acts or omissions, or from damage caused by fixtures or appliances maintained by the Owner; and
- (c) "Building" or "Dwelling" coverage for the Unit. The Real Property coverage for an Owner policy shall not be less than the amount of the deductible for the Association's policy of Property insurance, or any greater amounts as may be established by the Board.
- (d) "Loss Assessment" coverage. The minimum Loss Assessment coverage shall be the amount of the deductible for the Association's policy of Property insurance.

13.2.2 **Proof of Coverage.** Unit Owners shall file a certificate of insurance for such individual policy or policies with the Board within thirty (30) days of any request by the Board. The Association shall have the right but not the obligation to monitor the maintenance of such insurance by Owners.

13.2.3 Unit Owner Obligations. The Association's obligation to insure shall not relieve Unit Owners of their obligations under any other Article of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance, care and replacement of the Unit and/or Limited Common Elements for which the Owner is responsible.

13.2.4 Tenant or Occupant Insurance. Unit Owners shall require any Tenants, Related Parties, or other Occupants to obtain Renter's Insurance to protect their personal property, provide for loss of use, and to provide general liability insurance for acts and omissions by the Occupants and their guests, agents, pets and invitees.

13.2.5 Owner's or Occupant's Insurance Deductible. Under no circumstances shall the Association pay any insurance deductible due under a Unit Owner's individual insurance policy or any Tenant's or Occupant's policy of insurance.

The Board may require a Unit Owner to file a claim under the Owner's policy if the Owner is responsible for damage and has not otherwise paid their obligations for the necessary repairs.

13.2.6 Allocation of Repair Costs for Property Damage. In accordance with the provisions of this Declaration, including but not limited to the subparagraphs of this section, the costs for repair or damage events are apportioned as follows:

13.2.6.1 Damage Covered by Association Insurance. For damage events that are covered by the Association's insurance, repair costs over the Association's standard insurance deductible are paid for by Association insurance, or by the Association if the Board decides not to file a claim. Repair costs within the Association's standard insurance deductible are the responsibility of the Unit Owner and are allocated:

(a) All costs within the Association Deductible may be allocated to a responsible Owner after Notice and Opportunity to be Heard, if the damage resulted from negligence of that Owner, the Owner's Tenants, guest, invitee, or occupant;

(b) where there is gross negligence or willful misconduct by an Owner, Owner's Tenant, guest, invitee or occupant occurs, all costs may be allocated to the responsible Owner, after Notice and an Opportunity to be Heard, even if the Association maintains insurance with respect to that damage or Common Expense;

(c) if neither (a) nor (b) apply, then to an Owner whose Unit or Limited Common Elements were damaged or benefited by the repairs;

(d) if the damage is to more than one Unit and/or the Common or Limited Common Elements, and neither (a) nor (b) apply, the deductible is prorated between the Unit(s) and/or Common or Limited Common Elements based on the total benefit to each, as follows: (i) repairs to Units and Limited Common Elements that benefit only one Unit will be assessed solely to the individual Unit Owners; (ii) repairs to Limited Common Elements that benefit more than one Unit will be assessed to the Unit Owners benefitted; and (iii) repairs to Common Elements will be assessed as Common Expenses, divided among Owners in accordance with the formula specified for other Common Expenses.

13.2.6.2 Damage Not Covered by Association Insurance. For damage events that are not covered by the Association's insurance, repair costs shall be assessed:

(a) All costs within the Association Deductible may be allocated to a responsible Owner after Notice and Opportunity to be Heard, if the damage resulted from negligence of that Owner, the Owner's Tenants, guest, invitee, or occupant;

(b) where there is gross negligence or willful misconduct by an Owner, Owner's Tenant, guest, invitee or occupant occurs, all costs may be allocated to the responsible Owner, after Notice and an Opportunity to be Heard, even if the Association maintains insurance with respect to that damage or Common Expense;

(c) if neither (a) nor (b) apply, then to an Owner whose Units or Limited Common Elements were damaged or benefited by the repairs; or

(d) to the extent that the damage to the Property is not insured, and not the responsibility of an individual as noted above, then the Association shall restore all Common Elements and Limited Common Elements as a Common Expense, and Owners shall restore their Units at their own expense.

13.2.7 Maximum Damage Assessment. Except to the extent covered by an Owner's or Tenant's insurance policy, the maximum one Unit can be assessed for any one damage event is the deductible under the Association's standard Property policy. Amounts within deductibles for earthquake or flood damage in excess of the standard Property deductible, combined with contributions required of Owners as provided for in this Declaration, shall be a Common Expense. This maximum shall not apply to Owners who cause damage through gross negligence or willful misconduct.

D. Section 14.4.1 is hereby deleted and replaced with this new Section 14.4.1:

14.4.1 Unless prior to the commencement of repair and restoration work (other than emergency work referred to in subsection 14.3.2) the Owners shall have decided not to repair and reconstruct in accordance with provisions of either subsection 14.5.2 or 14.6.3, the Board shall promptly repair and restore the damage and destruction, use the available insurance proceeds and sums due from individual Owners (per Section 13.2), and pay for the actual cost of repair and restoration in excess of insurance proceeds and sums due from individual Owners as a Common Expense. The Board may permit or require an Owner to manage repair and restoration work within their Unit.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

DATED and ATTESTED this 2nd day of January, 2025.

By

Paul Stannert

Paul Stannert, President

By:

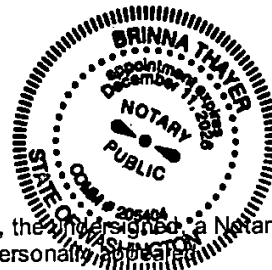
Arthur Shotwell

ARTHUR SHOTWELL Secretary

STATE OF WASHINGTON)

COUNTY OF Skagit)

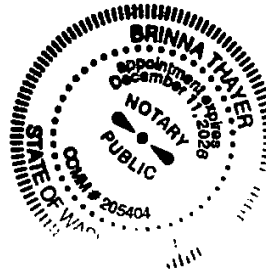
) ss.:



On this 2nd day of January, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Stannart to me known to be the President of Cedar Springs Homeowners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

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

Brinna Thayer
Brinna Thayer (Print name)
 Notary Public in and for the State of
 Washington, residing at Anacortes
 My commission expires: Dec 11th 2026



STATE OF WASHINGTON)

COUNTY OF Skagit)

) ss.:

On this 2nd day of January, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Arthur Shottwell to me known to be the Secretary of Cedar Springs Homeowners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

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

Brinna Thayer
Brinna Thayer (Print name)
 Notary Public in and for the State of
 Washington, residing at Anacortes
 My commission expires: Dec 11th 2026