

AFTER RECORDING, RETURN TO:

Community Association Law Group
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**1st AMENDMENT TO THE RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR NORTHRIDGE ESTATES HOMEOWNERS
ASSOCIATION**

GRANTOR:	NORTHRIDGE ESTATES HOA
GRANTEES:	NORTHRIDGE ESTATES HOA; THE GENERAL PUBLIC
ABBREVIATED LEGAL DESCRIPTION:	NORTHRIDGE ESTATES CONDOMINIUM PER THAT CERTAIN CONDOMINIUM DECLARATION RECORDED AT SKAGIT COUNTY AUDITOR'S NO. 200408050101
TAX PARCEL NOS.:	P81930-P81968; P81970-P81971; P81975- P81998; P95765-P95766; P95768-P95769
REFERENCE NOS. OF RELATED DOCUMENTS:	8409210048, 8409210028, 8508120021, 8609050016, 8709010045, 8901100090, 9003090089, 900828038, 200408050101

**1st AMENDMENT TO THE RESTATED DECLARATION OF
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WHEREAS, Northridge Estates Condominium (“Condominium”) was created by the recording of a condominium survey map in the real property records of Skagit County at Recording Number 8405310048 (“Survey Map”), along with a declaration of condominium which has since been restated under Skagit County Recording No. 200408050101 (“Declaration”); and

WHEREAS, Northridge Estates Homeowners Association (“Association”) is the nonprofit corporation established to manage and govern the affairs of the Condominium under the Horizontal Property Regimes Act at RCW Chapter 64.32 (“HPRA”); and

WHEREAS, the Association is also subject to the Washington Condominium Act at RCW Chapter 64.34 to the extent provided in RCW 64.34.010(1); the Washington Uniform Common Interest Ownership Act at RCW Chapter 64.90 to the extent provided in RCW 64.32.260, and the Nonprofit Corporations Act at RCW 24.03A, to the extent not inconsistent with either of the previously mentioned statutes; and

WHEREAS, in consultation with counsel, the Board of Directors (“Board”) has concluded that the Association members support policies which ensure that tenants comply with the community requirements, and support a rental cap and believe that limiting rentals will have a positive effect on the Association and the community; and

WHEREAS, the Association’s Board believes the amendments contained herein are in the best interests of the Association; and

WHEREAS, in accordance with 21.1 of the Declaration, after notice to all Owners was duly given, these amendments were approved by written ballot by Owners holding not less than sixty-seven percent (67%) of the Votes of the Association; and

WHEREAS, while the Washington Condominium Act requires the approval of Owners holding ninety percent (90%) of the total votes in the Association as well as the approval of any Owner “particularly affected,” for a change in “use restriction,” this section does not apply under RCW 64.34.010(1) to condos created under HPRA, further the Declaration does not include lease restrictions in the “use restrictions” of the Declaration and therefore, this higher percentage approval requirement does not apply; and

WHEREAS, while the Declaration requires that notice of specific amendments be given to Eligible Mortgagees, no Eligible Mortgagees existed at the time the amendments were

proposed and therefore, no such notice was given;

NOW THEREFORE, the officers of the Association signing below certify and attest that the Declaration has been amended in accordance with the applicable statutes and the Association's governing documents as follows:

[Where indicated, ~~striketrough~~ indicates deletions, double-underline indicates insertions]

A. Section 1.10.38 is hereby deleted in its entirety and replaced with the following:

1.10.38 "Rent" or "Lease" shall mean to grant the right to exclusive use or occupancy of a Unit to someone other than a close family member (meaning only those persons related to the Unit Owner by blood, marriage, domestic partnership or lawful adoption), in exchange for receiving money or other goods or services of value, regardless of the duration of the Lease or rental, the form of agreement, or payor, and shall include any arrangements made through vacation or other typically short-term rental companies.

B. Section 11.16 is hereby deleted in its entirety and replaced with the following:

11.16. Leasing. The following provisions apply to the Leasing of a Unit:

11.16.1 General Terms. Owners may not Lease less than the entire Unit and may not Lease Units for an initial term of less than twelve (12) months. Subleases are prohibited. Any agreement for the Lease of a Unit shall be in writing and shall expressly provide that the Unit, Tenant, and any Occupants are subject to the provisions of the Governing Documents and that violation of those provisions shall constitute default of the Tenant under the Lease. Owners shall provide a copy of the Lease, and the names and contact information for all future Occupants under the Lease to the Board or Manager prior to occupancy of the Unit. Failure to comply with Section 11.16 may result in fines as established by the Board.

11.16.2 Rental Cap. Owners desiring to Lease their Unit may do so, but only with the prior, written permission of the Board. Such permission shall be promptly granted unless the Owner is delinquent in the payment of any Assessments, has not owned the Unit for a minimum of twelve (12) months preceding the first request to Rent, or if the Lease of the Unit would exceed the limit of ten (10) Leased Units in the Condominium at any particular time. However, the Board shall not deny such permission based on the rental cap if the Owner qualifies under one of the following exceptions:

11.16.2.1 Grandfathering. Owners whose Units were being Leased at the time of the recording of this Amendment shall be grandfathered such that they may not be denied permission to Lease their Unit by reason of the rental cap, provided that an Owner's exemption from the rental cap shall expire upon sale or other conveyance of the Unit owned, and the subsequent Owners of such Unit shall be subject to the rental limit in all respects. Grandfathered Units to which this exemption applies are listed in Exhibit E.

11.16.2.2 Hardship Exception. Owners prohibited from Leasing their Units due to the rental cap may nonetheless be granted permission to Lease if the Owner claims, and the Board finds, in its sole discretion, that denying the Owner the ability to Lease the Unit would create a substantial hardship for the Owner, provided that the Board may, by Rule, define "substantial hardship" or provide the standards utilized by the Board to evaluate claims of substantial hardship.

11.16.3 Waiting List. If the rental cap has already been reached at the time of the Owner's request to Lease and the Owner does not qualify for one of the exceptions, the Owner shall be placed on a waiting list that shall be administered in accordance with the reasonable Rules and Regulations adopted by the Board that provide procedures for tracking the rental cap and exceptions thereto, determining when an Owner's permission to Lease has expired, notifying Owners of the availability to Lease within the cap, and giving Owners on the waitlist a reasonable opportunity to Lease their Unit when it is their turn to do so.

11.16.4 Termination of Right to Lease. To assure fair opportunity for Owners to Lease their Units, once the Board has granted approval to do so, the Owner's ability to Lease the Unit automatically terminates upon the first of the following events: (a) Owner's election to terminate the right to Lease; (b) Owner occupancy of the Unit; (c) failure to re-Lease the Unit within ninety (90) days of termination or expiration of the prior Tenant's Lease (unless a waiver is provided by the Board); or (d) sale or other conveyance of the Unit. Owners whose rights to Lease expire in accordance with this Section shall be required to re-apply to Lease their Unit in accordance with this Section after such termination.

11.16.5 Rules. The Board may adopt reasonable Rules to aid in the interpretation, clarification or enforcement of these provisions and to provide for reasonable fees to be paid by Owners Leasing their Units for services relating to administration of the waiting list, tracking of Leases, notices to Tenants if and when required, moving in or out, and for any extraordinary use of the Common Elements.

