



202503310092

03/31/2025 03:29 PM Pages: 1 of 4 Fees: \$306.50  
Skagit County Auditor

AFTER RECORDING RETURN TO:  
SCOT S. SWANSON  
BELCHER SWANSON LAW FIRM, P.L.L.C.  
900 DUPONT ST.  
BELLINGHAM, WA 98225

REVIEWED BY  
SKAGIT COUNTY TREASURER

DEPUTY *Lera Thompson*

DATE *3.31.25*

Document Title: First Amendment to Declaration Containing Covenants, Conditions, Restrictions and Reservations for Fisher Executive Hangars, A Condominium  
Grantor: Joseph W. Fisher II and Barbara Ann Fisher Trust  
Grantee: Joseph W. Fisher II and Barbara Ann Fisher Trust  
Abbreviated Legal: PTN OF LOT 87, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BSP, PHASE I, AF# 202112100111  
Tax Parcel No.: P137110  
AF# of Affected Document: 2024-10180034

**FIRST AMENDMENT TO DECLARATION CONTAINING COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR  
FISHER EXECUTIVE HANGARS, A CONDOMINIUM**

Purpose: To amend the leasing provision to reflect amendments to the Ground Lease and to correct a Scrivener's error.

This First Amendment is made this 26 day of March 2025 by Joseph W. Fisher and Barbara Ann Fisher, Trustees of the Joseph W. Fisher II and Barbara Ann Fisher Trust ("Declarant").

WHEREAS, that certain Condominium Declaration establishing Fisher Executive Hangars, a Condominium was recorded by Declarant at Auditor's File No. 2024-10180034 among the land records of Skagit County, Washington, along with a Survey Map, which was contemporaneously recorded at Auditor's File No. 2024-10180035;

WHEREAS, the Declarant owns all of the Units in the Condominium and may unilaterally adopt this Amendment in accordance with RCW 64.90.285(1)(a);

WHEREAS, the following language was included in Section 9.1.13 of the Declaration:

Pursuant to the terms of the Ground Lease, the Ground Lessor has reserved the right to prior written consent of all assignments, rentals, or subleases of any portion of the Property. No lease of a Unit shall be valid absent the prior written consent of the Ground Lessor. This also includes any change of ownership.

WHEREAS, at the time the Declaration was executed, the above provision was accurate;

WHEREAS, the Ground Lease has been amended such that the Ground Lessor no longer requires prior written consent of subleases or for change of ownership;

WHEREAS, through inadvertence, a technical error existed in the Declaration wherein Section 3.4.3 Term and Expiration of Ground Lease; Options to Renew incorrectly references three (3) consecutive ten (10) year periods as options to renew when only two (2) such periods are provided for in the Ground Lease;

WHEREAS, the Declarant desires to amend the Declaration to reflect this change in the Ground Lease;

NOW, THEREFORE, pursuant to and in compliance with Section 17.1 of the Declaration, the Declarant hereby the Declaration as follows:

1. Section 3.4.3. is hereby amended to read as follows:

3.4.3 Term and Expiration of Ground Lease; Options to Renew. The term of the Ground Lease is for thirty (30) years commencing on the occupancy date of May 1, 2023, and terminating on April 30, 2053, unless sooner terminated under the terms of the Ground Lease. Provided, the Association has the option to renew the Ground Lease for two (2) consecutive ten (10) year periods. The Association must give written notice of such intention to the Ground Lessor at least one hundred twenty (120) days prior to the expiration of the term of the Ground Lease or any extended term thereof. Please reference the Ground Lease for more details.

2. Section 9.1.13. is hereby amended to read as follows:

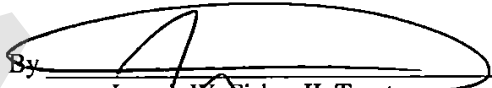
9.1.13. Leasing. With the exception of a mortgagee in possession of a Unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure no Unit Owner shall be permitted to lease his or her Unit for any period less than thirty (30) consecutive days. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the Governing Documents and Ground Lease, and that any failure by the lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. If any lease does not contain the foregoing provision, such provision shall nevertheless be deemed to be part of the lease and binding upon the Owner and the lessee by reason of it being stated in this Declaration. All leases shall be in writing. A lease, as defined herein, shall include month to month rentals. Any Unit Owner who leases their Unit must notify the Association of the lease and provide a copy of the written lease. Any tenant or subtenant of any portion of a

Unit shall be deemed to have assumed all of the responsibilities of an Owner under this Declaration. The assignment or subletting of a Unit shall be subject to the same limitation as are applicable to leasing or renting thereof. An Owner or tenant may not exempt itself from any liability under the Declaration by assigning or subleasing the occupancy rights to its Units. All assignments, rentals, or subleases of any portion of the Property or change of ownership shall comply with the terms of the Ground Lease.

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

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed as of the date first written above, the adoption of which has been approved by unanimous vote of the Unit Owners pursuant to RCW 64.90.285(1)(a).

JOSEPH W. FISHER II AND BARBARA ANN  
FISHER TRUST

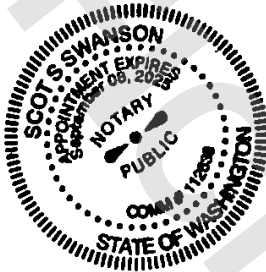
By   
Joseph W. Fisher II, Trustee


By   
Barbara Ann Fisher, Trustee

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Joseph W. Fisher, II is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Trustee of the Declarant, Joseph W. Fisher II And Barbara Ann Fisher Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 26, 2025.

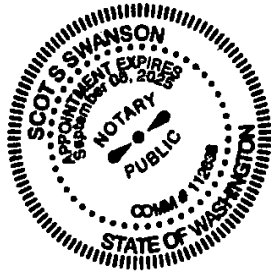



  
 PRINTED NAME: Scot Swanson  
 Notary Public in and for the State of Washington,  
 residing at Bellingham  
 My commission expires: 09/08/2025

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Barabara Ann Fisher, is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Trustee of the Declarant, Joseph W. Fisher II And Barbara Ann Fisher Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 26, 2025.



  
 PRINTED NAME: Scot Swanson  
 Notary Public in and for the State of Washington,  
 residing at Bellingham  
 My commission expires: 09/08/2025