



202510280019

10/28/2025 09:12 AM Pages: 1 of 7 Fees: \$309.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
MARCIE O'BRIEN
BYK CONSTRUCTION, INC.
702 METCALF ST., STE. A
SEDRO WOOLLEY, WA 98284

Document Title: Second Amendment to Declaration of Covenants, Conditions, Reservations and Restrictions for Bucko Estates
Declarant/Grantor/ Grantee: Buckwood, LLC, a Washington limited liability corporation
Abbrev. Legal: Ptn. SE ¼ of NE ¼, S23, T35N, R4E
Tax Parcel Nos.: P136858; P136859; P136860; P136861; P136862; P136863; P136864; P136865; P136866; P136867; P136868; P136869; P136870; P136871; P136872; P136873; P136874; P136875; P136876; P136877; P136878; P136879; P136880; P136881; P136882; P136883; P136884; P136885; P136886; P136887; P136888; P136889; P136890; P136891; P136892; P136892; P136893; P136894; P136895; P136896
Affected Document AF#: 202307280155

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

GENERAL PURPOSE: TO EXERCISE SPECIAL DECLARANT RIGHTS AND
DEVELOPMENT RIGHTS TO ADD PHASE 2 AND 3

THIS SECOND AMENDMENT ("Second Amendment") is made by Buckwood, LLC, a Washington limited liability corporation ("Declarant") on the date it is signed and executed below.

WITNESSETH THAT:

WHEREAS, the Declaration of Covenants, Conditions, Reservations and Restrictions for Bucko Estates (the "Original Declaration") was recorded at Auditor's File No. 202307280155 along with the plat map for Bucko Estates Phase 1, which was contemporaneously recorded at Auditor's File No. 202307280154; and

WHEREAS, the First Amendment to Declaration of Covenants, Conditions, Reservations and Restrictions for Bucko Estates ("First Amendment") was recorded at Auditor's File No. 202505060067; and

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WHEREAS, pursuant to RCW 64.90.285 and section 17.1 of the Original Declaration, the Declarant may unilaterally amend the Original Declaration and other Governing Documents upon the exercise of any Development Right or Special Declarant Right; and

WHEREAS, in section 3.3 of the Original Declaration, the Declarant reserved Development Rights to develop the Community in multiple phases by adding improvements and creating additional Units consistent with the improvements for the first phase; and

WHEREAS, the Declarant now wishes to exercise Development Rights and Special Declarant Rights and has created additional improvements, Units, Common Elements and Limited Common Elements as more particularly described below for the purpose of creating an additional phase of development commonly known as "Phase 2" and "Phase 3" consisting of thirty-four (34) new Lots, one open space tract and one common area tract by developing the Subsequent Phase Property as described in Article 3 of the Original Declaration.

NOW, THEREFORE, pursuant to and in compliance with section 3.3 and 17.1 of the Original Declaration, RCW 64.90.250 and RCW 64.90.285, the Declarant hereby adds, amends or replaces the following Sections of the Original Declaration as follows:

Section 1.3.1 is hereby replaced in its entirety as follows:

1.3.1 Reference to Plat Map. The Declarant has recorded with Auditor of Skagit County, Washington, the Bucko Estates Phase 1 Plat under File No. 202307280154, and Bucko Estates Phase 2 and 3 Plat under File No. _____, records of Skagit County, Washington.

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Section 2.16 is hereby amended and replaced as follows:

2.16 "Lot" means lots 1 through 30 of Bucko Estates Phase 1 Plat and lots 31 through 64 of Bucko Estates Phase 2 and 3 Plat; "Lot" is intended to be coextensive with the term "Unit" as defined in the Governing Law, unless the context clearly evidences a different intent.

Section 3.2 is hereby replaced in its entirety as follows:

3.2 Community Attributes. The Community consists of sixty-four (64) Lots (which includes four (4) duplex Lots) designed for Residential Purposes, three (3) open space tracts shown on the Plat Map as "Open Space 1", "Open Space 2", and "Open Space 3", three (3) protected critical area tract shown on the Plat Map as "PCA Tract 1," "PCA Tract

2,” and “PCA Tract 3”, and Tracts J and L. The Community does not include Tract Z.

Section 3.3.1.5 is hereby amended and replaced as follows:

3.3.1.5 The right to withdraw property from the Community.

Section 3.3.1.6 is hereby deleted.

Section 4.1 is hereby amended and replaced as follows:

4.1 Number and Location of Lots. The Community consists of sixty-four (64) Lots (which includes four (4) duplex Lots) designed for Residential Purposes. The location and dimensions of the Lots are shown on the Plat.

Section 5.1.1 is hereby amended and replaced as follows:

5.1.1 Open Space Tract 1, Open Space Tract 2, and Open Space Tract 3 and any additional paths, trails, courtyards, fences and structures constructed at the sole discretion of the Association as shown on the Plat.

Section 6.1.6 is hereby added as follows:

6.1.6 Tract L shall be for access to and for the benefit of Lots 56, 57, and 59. The Association shall be responsible for maintenance of Tract L however the Association reserves the right to specially assess the cost of said maintenance to the benefitted owners.

Section 16.1.3 is hereby amended and replaced as follows:

16.1.3 Storm Drain Easement. Non-exclusive easement for the Stormwater System are hereby reserved over, under, upon, in and through those portions of the Community designated as “STORM DRAIN” or “STORM WATER” or “STORM” on the Plat Map.

Section 16.1.4 is hereby added as follows:

16.1.4 Utility Easement - Lots 46 and 48. A non-exclusive utility easement for the benefit of Lots 46 and 48 is hereby reserved, declared, and conveyed over a portion of Lot 47 which is shown on the Plat as "20' Utilities Esm't for Lots 46 and 48." This easement is for the benefit of Lots 46 and 48. The utilities contained within the easement area shall be maintained by the benefitted owner(s) of said utility. The easement area shall be maintained in a neat, clean and orderly condition so as not to damage the same. All damage to the easement area shall be the responsibility of the Owner causing the damage. Section 16.1.5 is hereby added as follows:

16.1.5 Easement for Sign. The Association shall have a non-exclusive easement over and across a portion of Lot 31 and Lot 64 for the purpose of building, constructing, and maintaining a sign and landscaping for the Community. The Owners of Lots 31 and 64 shall be prohibited from interfering or affecting the visibility of the sign in any way. This sign easement is depicted on the Plat Map as "Plat Monument Signs and Landscaping Easements."

Exhibit "A" of the Original Declaration is hereby replaced in its entirety as attached.

Exhibit "B" of the Original Declaration is hereby supplemented with the attached and the Association obligations under section 6.1.2 of the Original Declaration are highlighted.

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

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed on the date written below, who hereby certifies, pursuant to the Original Declaration and RCW 64.90.285 that this Second Amendment was properly adopted.

//////////////////// SIGNATURE PAGE FOLLOWS //////////////////////

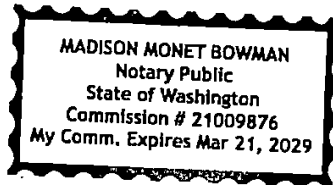
BUCKWOOD, LLC,
a Washington limited liability corporation

By [Signature]
TIM WOODMANSEE
Its: Authorized Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 27 day of October, 2025 before me personally appeared Tim Woodmansee, to me known to be the authorized agent of the Buckwood, LLC, who 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/she 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.



[Signature]
PRINTED NAME: Madison Bowman
Notary Public in and for the State of Washington,
residing at Sedro-Woolley
My commission expires: March 21, 2029

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION TO THE NORTH LINE OF THAT CERTAIN PARCEL CONVEYED TO THE SEDRO-WOOLLEY SCHOOL DISTRICT NO.1 BY DEED RECORDED MARCH 12, 1984 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8403120001, SAID POINT BEING THE CENTERLINE OF A DITCH AS IT EXISTED ON FEBRUARY 13, 1984; THENCE EASTERLY ALONG THE CENTERLINE OF SAID DITCH, SAID CENTERLINE BEING THE NORTH LINE OF SAID SCHOOL DISTRICT PARCEL TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL TO THE SOUTHEAST CORNER THEREOF, BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 23 AT A POINT 184 FEET EAST OF THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF THE EAST 20 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 20 FEET TO THE NORTH LINE OF COOK ROAD; THENCE EAST ALONG THE SAID NORTH LINE TO THE EAST LINE OF THE WEST 20 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 340 FEET OF SAID SUBDIVISION; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF THE F & S GRADE ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY MARGIN TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL B:

TRACTS "X" AND "Y", PLAT OF BUCKO ESTATES, PHASE 1, RECORDED UNDER AUDITOR'S FILE NO. 202307280154, RECORDS OF SKAGIT COUNTY, WA.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

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SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF
WASHINGTON

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