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11/06/2025 10:20 AM Pages: 1 of 4 Fees: \$306.50  
Skagit County Auditor

Return Address:

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Document Title:

First Amendment to Covenants

Reference Number (if applicable):

202510140055

Grantor(s):

additional grantor names on page \_\_\_\_

1) Waugh Road Condos LLC

2) \_\_\_\_\_

Grantee(s):

additional grantor names on page \_\_\_\_

1) Public

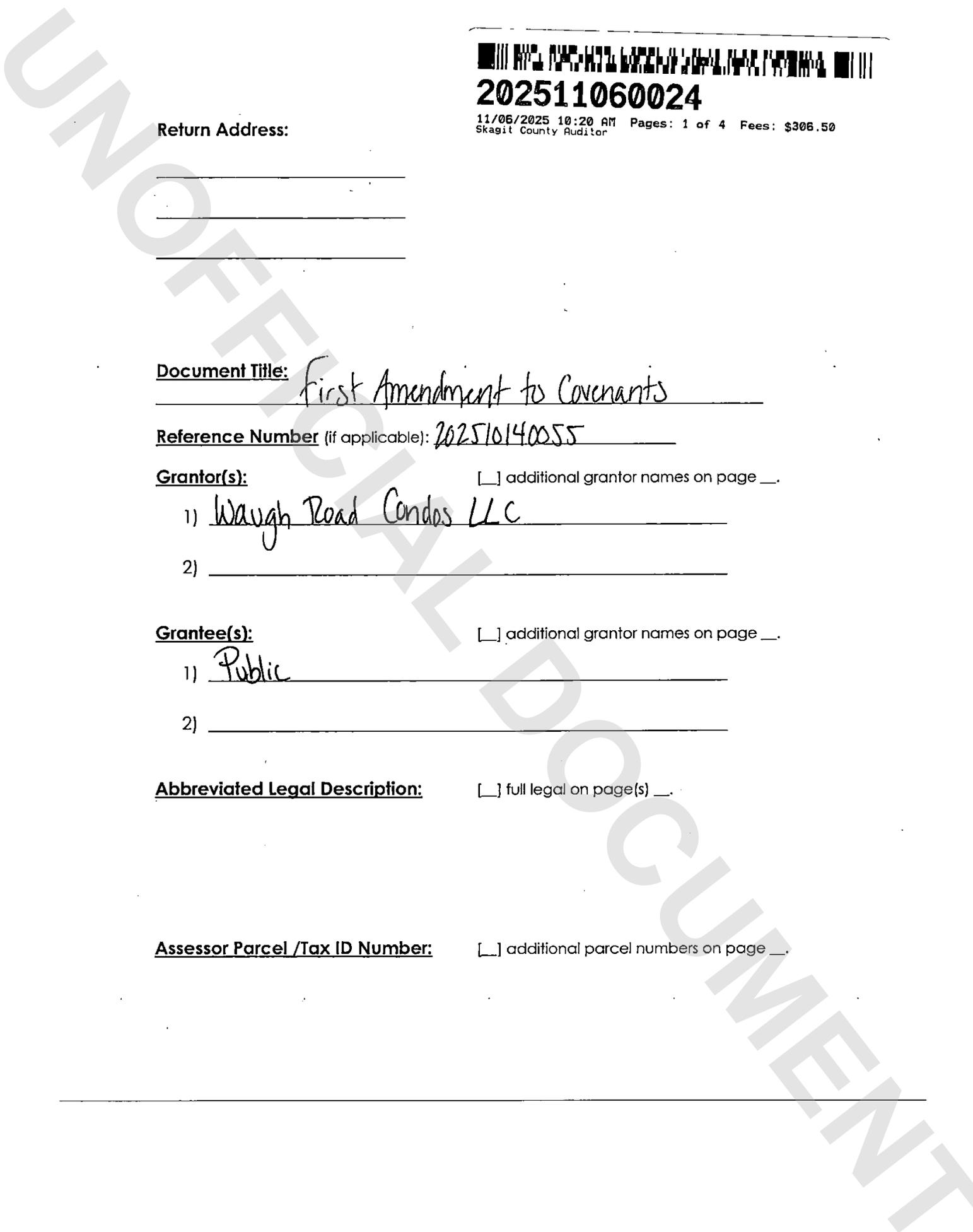
2) \_\_\_\_\_

Abbreviated Legal Description:

full legal on page(s) \_\_\_\_

Assessor Parcel /Tax ID Number:

additional parcel numbers on page \_\_\_\_



**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
WAUGH ROAD CONDOS ASSOCIATION**

THIS FIRST AMENDMENT TO Declaration of Covenants, Conditions, and Restrictions Waugh Road Condos Association ("Amendment") is made and entered into as of Nov 5TH, 2025 ("Effective Date"), by and among WAUGH ROAD CONDOS LLC ("Declarant").

- A. WHEREAS, the Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions Waugh Road Condos Association on November 1, 2020 (the "Declaration") under recording number: 202510140055; and
- B. WHEREAS, the Declarant needs to amend the Declaration to add required information from the Federal Housing Administration; and
- C. WHEREAS, the Declarant now wants to amend the Declaration to update it to include the correct information and to record it as an Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and intending to be legally bound, the Parties hereby agree as follows:

1. Amendments.

- a. The following shall be added to the Declaration:

**Limitations on Ability to Sell/Right of First Refusal**

- i. Any right of first refusal in the condo project documents will not adversely impact the rights of a mortgagee or its assignee to:
  - ii. foreclose or take title to a condo unit pursuant to the remedies in the mortgage,
  - iii. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or
  - iv. sell or lease a unit acquired by the mortgagee or its assignee.

**Rights of Condo Mortgagees and Guarantors**

- i. The project documents must give the mortgagee and guarantor of the mortgage on any unit in a condo project the right to timely written notice of:
  - a. any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
  - b. any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
  - c. lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and

- d. any proposed action that requires the consent of a specified percentage of mortgagees.

**First Mortgagee's Rights Confirmed** No provision of the condo project documents gives a condo unit owner or any other party priority over any rights of the first mortgagee of the condo unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condo units and/or common elements.

Amendments of a material adverse nature to mortgagees be agreed to by mortgagees that represent at least 51% of the votes of unit estates that are subject to mortgages.

For any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51% of the votes of the unit estates that are subject to mortgages.

Implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested. Notwithstanding the foregoing, project documents that were recorded prior to August 23, 2007, may provide for implied approval to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

2. All other terms and conditions of the Declaration shall remain unchanged and shall continue in full force and effect except as specifically amended herein.
3. This Declaration may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument.
4. If there are any inconsistencies between this First Amendment and the Declaration, this First Amendment shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

The undersigned, being the Declarant, hereby executes this Declaration on the 5<sup>th</sup> day of NOVEMBER, 2025.

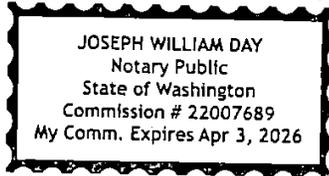
ASSOCIATION:

By: \_\_\_\_\_  
Name: RAMANPAL GILL  
Title: DIRECTOR

STATE OF WASHINGTON )  
 )  
 ) :ss.  
 )  
County of Whatcom )

On this 5<sup>th</sup> day of November, 2025, before me, Joseph William Day, a Notary Public in and for the State of Washington, personally appeared Ramanpal Gill, known or identified to me to be the Declarant for the Waugh Road Condos, LLC the association that executed the within instrument and the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Joseph William Day  
Notary Public for Washington  
Residing at Ferndale, WA  
Commission Expires 4/3/2026