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02/24/2026 08:57 AM Pages: 1 of 7 Fees: \$309.50  
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Seattle, Washington 98133  
(206) 633-1520

**SECOND AMENDMENT TO THE DECLARATION OF PLANNED UNIT  
DEVELOPMENT FOR FOREST RIDGE P.U.D.**

**GRANTOR:** FOREST RIDGE P.U.D. OWNERS' ASSOCIATION

**GRANTEE:** FOREST RIDGE P.U.D. OWNERS' ASSOCIATION

**LEGAL DESCRIPTION:** A PORTION OF SECTION 24, TOWNSHIP 35 NORTH,  
RANGE 1 EAST, W.M. LOCATED IN SKAGIT COUNTY,  
WASHINGTON. SEE FULL DESCRIPTION EXHIBIT A.

**ASSESSOR'S TAX PARCEL ID#:** P117320 THROUGH P117340, AND P120109  
THROUGH P120121 INCLUSIVE

**REFERENCE #:** 200011010001

**SECOND AMENDMENT TO THE DECLARATION OF PLANNED UNIT  
DEVELOPMENT FOR FOREST RIDGE P.U.D.**

**RECITALS**

The Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Forest Ridge P.U.D., was recorded on November 1, 2000, in Skagit County, Washington under Recording No. 200011010001. The Survey Map and Plans were recorded on October 30, 2000, in Skagit County, Washington under Recording No. 200010300144.

The Declaration was previously amended under Skagit County Recording No. 202312110053.

The Survey Map and Plans were previously amended under Skagit County Recording No. 200011080122 and 200303250127.

The Forest Ridge P.U.D. Owners' Association desires to amend the Declaration regarding insurance requirements and responsibility for damage or destruction.

Pursuant to Declaration Section 22.1, a majority of the Board of Directors approved this amendment.

Pursuant to RCW 64.34.264, declarations may be amended by the approval of sixty-seven percent (67%) of the votes in the Association. Owners holding at least sixty-seven percent (67%) of the votes in the Forest Ridge P.U.D. Owners' Association have consented to the adoption of this amendment.

Pursuant to Article 18 of the Declaration, mortgagee approval is not required and there are no material amendments to the Declaration that require approval of mortgagees.

The President and Secretary of the Board of Directors for Forest Ridge P.U.D. Owners' 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:

**B. Section 10.3.1.2 is hereby deleted and replaced with the following new Section 10.3.1.2:**

10.3.1.2 Policies of insurance or bonds providing coverage as required by Article 13 of this Declaration.

**B. Section 13.1.1 is hereby deleted and replaced with the following new Section 13.1.1:**

The Association shall maintain, to the extent reasonably available, insurance that complies with the requirements of FNMA and the secondary mortgage market, including: (See RCW 64.90.470(1).)

- (a) Property insurance on the Property, which shall include equipment, improvements, and betterments in a Lot's exterior, structure, and party walls installed by the declarant or the Owners, insuring against all risks of direct physical loss commonly insured against. The Association does not insure the

interior of any Building within a Lot. The total amount of insurance after application of any deductibles shall be not less than the replacement cost of the Common Elements and the Lots, exclusive of land, excavations, foundations, and other items normally excluded from property policies. At the discretion of the Board, the Association may obtain insurance for earthquake, flood and terrorism;

**C. Section 13.1.4 is hereby deleted and replaced with the following new Section 13.1.4:**

(c) Fidelity bonds naming the Members of the Board, the Managing Agent and such other Persons as may be designated by the Board in amount equal to at least the amount of all bank accounts, plus three (3) months estimated cash to be collected as Assessments each year;

**D. Section 13.2 is hereby deleted and replaced with the following new Section 13.2:**

**13.2 Owner Insurance.**

**13.2.1 Owner's Additional Insurance.** Each Owner shall obtain and maintain an individual insurance policy which provides coverage for the Owner's Building, including all interior improvements and finishes (such as wallboard, plaster, etc.) within their Lot (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 Lots 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 Building. 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. The Owner shall have adequate Building coverage to cover interior improvements, plaster, wallboard, finishes, cabinets, equipment, etc. within their Lot.
- (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.** 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 Owner Obligations.** The Association's obligation to insure shall not relieve 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 Lot and/or Limited Common Elements for which the Owner is responsible.

13.2.4 Tenant or Occupant Insurance. 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 an Owner's individual insurance policy or any Tenant's or Occupant's policy of insurance.

The Board may require an 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.

13.7.6 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 Owner and are allocated: (See RCW 64.90.480(6), (7), and (8).)

(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 misconduct or negligence of that Owner, the Owner's Tenants, guest, invitee, or occupant. RCW 64.90.480(6)(a) & (c);

(b) if (a) does not apply, then to an Owner whose Unit or Limited Common Elements were damaged or benefited by the repairs. RCW 64.90.480(8); or

(c) 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: (See RCW 64.90.480(6), (7), and (8).)

(a) All costs within the amount of the Association Deductible may be allocated to a responsible Owner after Notice and Opportunity to be Heard, if the damage

resulted from misconduct or negligence of that Owner, the Owner's Tenants, guest, invitee, or occupant. RCW 64.90.480(6)(a) & (c);

(b) if (a) does not apply, then to an Owner whose Units or Limited Common Elements were damaged or benefited by the repairs. RCW 64.90.480(8); or

(c) 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 Lot 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.

**B. Article 14 is hereby deleted and replaced with the following new Article 14:**

**ARTICLE 14: DAMAGE AND DESTRUCTION**

14.1 Application. Any portion of the condominium for which insurance is required that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (See RCW 64.90.470(8).)

(a) The condominium is terminated, in which case RCW 64.90.290 applies;

(b) Repair or replacement would be illegal;

(c) Eighty percent (80%) of the Owners vote not to rebuild;

(d) An Owner responsible to contribute to the restoration of their Lot does not do so. If an Owner fails to contribute, the Association may hold any insurance proceeds in trust for the restoration of the Lot when the individual Owner fulfills their obligations under the Declaration; or

(e) It is damage to individual Lots described in Section 14.2.

14.2 Lot Damage. If the Directors determine that the damage or destruction affects only a single Lot, then the Owner of the Lot shall promptly cause the damage or destroyed portion to be repaired. Insurance proceeds, if any, arising from the loss shall be used to pay the cost thereof, and any balance of such proceeds shall be paid to the Owner of the Lot or its mortgagee, if any, as their interests may appear. If there is damage to multiple Lots, the Directors may choose to repair the Common Elements, and permit or require individual Owners to restore their Lots.

14.3 Costs. The cost of repair or replacement not paid from insurance proceeds or due from individual Owners is a Common Expense. See RCW 64.90.470(9) & 64.90.480(8).

**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 29<sup>th</sup> day of JANUARY, 2026.

By Mary Jane Mosher By: Norma Jean Long  
Mary Jane Mosher, President Norma Jean Long, Secretary

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.:

On this 29 day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Jane Mosher to me known to be the President of Forest Ridge P.U.D. Owners' 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.

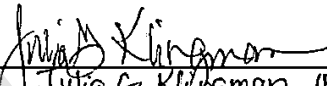
Julia G. Klingman  
Julia G. Klingman (Print name)  
Notary Public in and for the State of  
Washington, residing at Anacortes  
My commission expires: Oct. 19, 2027

NOTARY PUBLIC  
STATE OF WASHINGTON  
JULIA G. KLINGMAN  
Lic. No. 68791  
My Appointment Expires  
OCTOBER 19, 2027

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.:

On this 29 day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Norma Jean Long to me known to be the Secretary of Forest Ridge P.U.D. Owners' 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.

  
\_\_\_\_\_  
Julia G. Klingman (Print name)  
Notary Public in and for the State of  
Washington, residing at Anacortes  
My commission expires: OCT 19, 2027

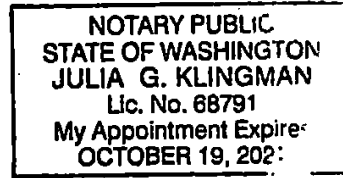


EXHIBIT A

Plat of Anacortes, Blocks 252, 253, 254 and 255, TOGETHER WITH the vacated streets and alley as follows: Alleys in Blocks 252, 253, 254 and 255; 21<sup>st</sup> Street from the East boundary of Blocks 252 and 253 to the West boundary of Blocks 252 and 253; 22<sup>nd</sup> Street from the East boundary of Blocks 253 and 254 to the West boundary of Blocks 253 and 254; 23<sup>rd</sup> Street from the East boundary of Blocks 254 and 255 to the West boundary of Blocks 254 and 255, and the East half of "A" Avenue from the North end of Block 252 to the South end of Block 255.

All situated in Skagit County, Washington.