



Filed for Record at Request of:
Gregory E. Thulin
2200 Rimland Drive, Suite 115
Bellingham, WA 98226

Document Title: First Amendment to Declaration of Covenants for Liberty Park
Reference No. of Affected Docs.: 2060101894
Grantor: Liberty Park Owners' Association
Grantee: General Public

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR THE PLAT OF LIBERTY PARK**

PURPOSE: TO MODIFY PROPERTY USE RESTRICTIONS
WITH REGARD TO LEASING OF LOTS

THIS AMENDMENT is made this 24th day of April, 2017, by Liberty Park Owners' Association, a Washington non-profit miscellaneous and mutual corporation ("Association").

WITNESSETH:

WHEREAS, a certain Declaration of Covenants (the "Covenants") for the Plat of Liberty Park (the "Subdivision") was recorded by its Declarant at Whatcom County Auditor's File No. 2060101894 on January 13, 2006, records of Whatcom County, Washington;

WHEREAS, pursuant to Section 7.7 of the Covenants, the Covenants of this Subdivision may be amended by the vote or agreement of Owners of Lots to which at least sixty percent (60%) of the votes of the Association are allocated;

WHEREAS, the Association has determined that it is necessary or desirable to amend Section 6.1 of the Covenants, dealing with the Use of Property, in the manner hereinafter specified, and has obtained the necessary consent of the requisite percentage of Owners prior to the date of this Amendment.

NOW, THEREFORE, pursuant to and in compliance with Section 7.7 of the Covenants, the Association hereby amends Section 6.1 of the Covenants as follows:

I. AMENDMENT OF ARTICLE VI

Section 6.1: Business and Commercial Use of Property Prohibited; Restrictions on Leasing.

6.1.1 Business and Commercial Use of Property Prohibited. All lots within Liberty Park shall be used exclusively for permanent, single-family residences and for no other purposes. No lot within Liberty Park is eligible for the development of a detached accessory dwelling unit nor an accessory apartment. No temporary structures, mobile homes, trailers, tents or shack shall be placed on any lot, except upon written approval of the Board of Directors. No trade, craft, business, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot or within any improvement thereon, nor shall any goods, equipment, vehicles or materials or supplies used in connection with any trade, service or business or used for private purposes, be kept, parked, stored, dismantled or repaired outside on any lot or any street within Liberty Park, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to any other lot owner. No Bed & Breakfast facilities shall be permitted. The above restrictions will not prohibit physicians, lawyers, writers, artists or other professionals from having their offices or studios in their houses, employing not more than two individuals who are not living in the house.

6.1.2 General Lease Restrictions. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Covenants, Bylaws and Rules and Regulations of Liberty Park, 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. All leases shall be in writing, and the Association is entitled to receive copies of all leases. See, Section 6.1.3 hereof for limitations on the rights of Lot Owners to rent or lease their Lots to tenants. No short-term rental or subletting of any Lot or residence thereon shall be permitted (short-term meaning any rental or subletting for a period of less than six month intervals).

6.1.3 Rental of Lots Generally Prohibited.

(1) General Prohibition of Leasing by Investor-Owners. Subject to the conditions and exceptions appearing below, the rental or leasing of Lots by Investor-Owners (i.e., persons who have never occupied their Lot or who have not occupied their Lot for a period of at least 12 consecutive months before entering into a lease for the Lot) shall be prohibited. Any Lot which is rented or leased to a tenant shall be known herein as a "Rental Lot".

(2) Circumstances Justifying Temporary Rental of Lots. To avoid undue hardship on an Owner-Occupant (i.e., an Owner who has occupied his/her Lot for at least one year) who experiences a need to move temporarily from his or her Lot for health-related reasons for a period not exceeding two (2) years in duration, or for military service or an employment-related relocation for a period not exceeding two (2) years in duration, such Owner may lease the Lot following the written approval of the Board of Directors, which approval shall not be unreasonably withheld. Upon good

cause shown in writing by such an Owner, such a lease may be extended or renewed for an additional period of up to one year, provided that such Owner first demonstrates to the reasonable satisfaction of the Board that the Owner truly intends to resume use of the Lot as a personal residence following the conclusion of the lease term. PROVIDED, however, that no such leasing shall be permitted if at the time of an Owner's request for same, the total number of Rental Lots (including the Lot subject to such request) shall exceed 5% of the total number of Lots in Liberty Park.

(3) Recognition of Existing Rentals ("Grandfathering"). If, as of the date of recordation of this Amendment, there exist any Rental Lots owned by Investor-Owners, then all such Lots shall be permitted to remain as Rental Lots until they are conveyed to a new Owner, at which time the limitations of Section 6.1.3 hereof shall apply.

(4) Rental Incident to Bona Fide Sale of Lot. A Lot may be rented by its Owner in conjunction with a *bona fide* sale of such Lot for a period of not more than three months. The foregoing includes rental to a purchaser of the Lot prior to closing, and a "lease-back" of the Lot following closing.

(5) Exemption for Lenders, Family Members and the Association. The restrictions of this Section 6.1.3 shall not apply to the Association following a foreclosure of its lien for assessments, or to an institutional lender in possession of a Lot following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure. Lots leased by their Owners to immediate family members (who meet age and other restrictions) shall not be considered Rental Lots; in such cases, it shall be the responsibility of the Owner to notify the Board of the commencement and termination of the family tenancy, and this exemption shall cease when occupancy of the Lot by a family member ceases. A Lot which is owned by a family trust, family limited partnership, or similar entity for estate planning or similar purposes shall be considered exempt as a family tenancy if the occupant of the Lot is a member, owner or partner within such entity.

(6) Selling Owner Responsible for Compliance with Rental Restrictions. Each Owner shall be responsible for advising any purchaser of the Lot of the existence of these restrictions on Rental Lots, and may be held liable to the Association for any damages, costs and/or expenses incurred by the Association as a result of such failure.

(7) Justification and Enforcement. The restrictions in this Section are necessary to maintain the primarily owner-occupied status of Liberty Park, so as to enhance the market value of the Lots therein, to preserve the ability of Owner-occupants to obtain favorable, owner-occupied mortgage financing for their Lots, and to maintain the sense of community which can suffer when a disproportionate percentage of Lots become occupied by tenants. Any permitted leasing of Lots shall be conducted in accordance with the provisions of Section 6.1.2 of the Declaration of Covenants. No Owner shall enter into or permit nor shall the Board consent to, any lease, sublease or rental agreement, the effect of which would result in noncompliance with this Section. The Board may resort to any and all remedies contained in these Covenants and the Bylaws of the Association, in addition to unlawful detainer proceedings, as may be necessary to fully implement the terms hereof.

II. LIMITATION OF AMENDMENT

Except as expressly modified by this First Amendment to the Covenants, each and every provision of the Covenants is expressly ratified and confirmed and shall remain in full force and effect.

III. EFFECTIVE DATE

This First Amendment to the Covenants shall take effect upon recording.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above, by its President.

LIBERTY PARK OWNERS' ASSOCIATION, a Washington Nonprofit Miscellaneous and Mutual Corporation

By Sarah L. Wills
Liberty Park Owners' Assoc., President

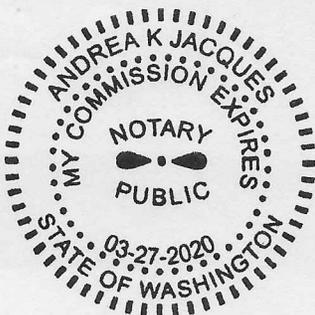
ATTEST:

By Cari C. Unayes
Liberty Park Owners' Assoc., Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this day, personally appeared before me, Sarah L. Wills, to me known to be the President of the Liberty Park Owners' Association, the association that executed the foregoing instrument, acknowledged the said instrument to be the free and voluntary act and deed of said association, that the foregoing was properly adopted by the association for the uses and purposes therein mentioned, and all stated that Sarah L. Wills was authorized to execute the said instrument.

GIVEN under my hand and official seal this 25 day of ~~September, 2016~~ April, 2017.

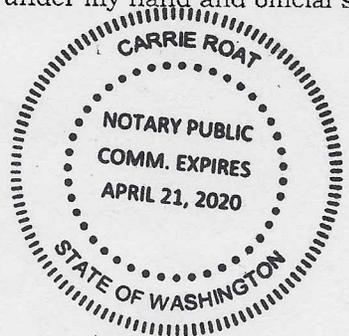


Andrea Jacques
Notary Public in and for the State of
Washington residing at 2320 Dean Ave Bellingham, WA
My commission expires: 3-27-2020 98225

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM) ss

On this day, personally appeared before me, Carri Moyes -, to me known to be the Secretary of the Liberty Park Owners' Association, the association that executed the foregoing instrument, acknowledged the said instrument to be the free and voluntary act and deed of said association, that the foregoing was properly adopted by the association for the uses and purposes therein mentioned, and all stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal this 27 day of April 2017 ~~day of September, 2016.~~



Carri Roat
Notary Public in and for the State of
Washington residing at Femdale, wa
My commission expires: 4/21/2020