

21.00

DECLARATION

FOR

8005070004

ALDERCREST APARTMENTS,

A CONDOMINIUM.

LUCILLA HENRY  
SKAGIT COUNTY AUDITOR

'80 MAY -7 A9:23

RECORDED  FILED   
REQUEST OF \_\_\_\_\_

*Leonard & Boudreau  
1612 E Fairbairn  
Burlington*

THIS DECLARATION made this 9<sup>th</sup> day of April, 1980,  
by the parties signed at the end hereof, hereinafter called the  
"developer", for such developer and his heirs, successors, grantees  
and assigns,

WITNESSETH:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The purpose of this  
Declaration is to submit the lands herein described and the improve-  
ments situated thereon to the condominium form of ownership and use  
in the manner and form provided by Chapter 64.32 of the revised code  
of Washington hereinafter called the "Condominium Act".

(a) The name by which this condominium is to be identified  
is ALDERCREST APARTMENTS.

(b) The lands in Skagit County, Washington, owned by the  
developer, which are hereby submitted to the condominium form  
of ownership, are described as follows:

PARCEL "A"

Tract 1, Short Plat No. 87-79, approved August 9, 1979  
and recorded August 17, 1979 under Auditor's File No.  
7908170013, in Volume 3 of Short Plats, page 169, being  
a portion of the Southeast 1/4 of the Northeast 1/4 of  
Section 2, Township 34 North, Range 3 East, W.M.

PARCEL "B"

Tract 19, "COUNTRY CLUB ESTATES", as per plat recorded in  
Volume 11 of Plats, pages 5 and 6, records of Skagit County,  
Washington, EXCEPT mineral rights reserved in Deed dated  
January 1, 1944 and recorded April 25, 1944 under  
Auditor's File No. 370943.

PARCEL "C"

That portion of the West 50 feet of the Southeast 1/4 of  
the Northeast 1/4 of Section 2, Township 34 North, Range  
3 East W.M., lying Northerly of the North line of "COUNTRY  
CLUB ESTATES", as per plat recorded in Volume 11 of Plats,

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pages 5 and 6, records of Skagit County, Washington, and Southerly of the Westerly extension of the North line of Tract 1 of Short Plat No. 87-79, approved August 9, 1979 and recorded August 17, 1979 under Auditor's File No. 7908170013, in Volume 3 of Short Plats, page 169, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 34 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

Which lands are herein called "the land".

2. DEFINITIONS: The terms used herein and in the association Articles and Bylaws shall have the meaning stated in the Condominium Act.

3. DESCRIPTION OF BUILDINGS AND DEVELOPMENT PLAN: The condominium is being developed according to the following plans:

(a) The condominium will consist of three (3) wood frame buildings based on concrete foundation, exterior cedar siding, cedar shake roof, double wall construction between apartments, sheet rock interior walls. Motor vehicle access and walkways will be asphalt surfaced, landscaping with shrubs and beauty bark and grassy areas will be provided. There will be twenty-two parking spaces for automobiles throughout the complex and in addition there will be four (4) parking areas for motor homes or other recreational vehicles.

(b) Building "A" is a one-story building. Building "B" will be a single-story building with the exception of the South 126.8 feet which will be a two-story in height. Building "C" will be a one-story building.

(c) Easements are reserved through the condominium property as may be required for utility services.

(d) Each apartment shall be used as a residence for a single family. No apartment shall be used for commercial purposes.

4. APARTMENT BOUNDARIES: Each apartment shall consist of that part of the building which lies within the boundaries of the apartment. Said boundaries shall be determined in the following manner, in accordance with the Condominium Act.

(a) The upper boundaries shall be the plane of the lower, interior, unfinished surface of the ceiling.

(b) The lower boundaries shall be the place of the upper, interior, unfinished surface of the floor.

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(c) The vertical boundaries of the apartment shall be the interior, unfinished surfaces of the apartment walls, windows, and doors.

5. DESCRIPTION AND LOCATION OF APARTMENTS: The apartments of the condominium are more particularly described and located as follows:

(a) Apartment "1" is in the East 1/2 of Building "A" which is located in the Southeast corner of the condominium plat. It consists of a kitchen with breakfast bar, living-dining room area, two-bedrooms and two-bathrooms for a total of six (6) rooms. The apartment consists of 1,443 square feet. It comes with a 2-car garage of 472 square feet. It has a concrete patio with planting area of 144 square feet.

(b) Apartment "2" is the same description except it is in the West 1/2 of Building "A".

(c) Apartment "3" is in the South end of Building "B" located in the Westerly portion of the condominium plat. It is a townhouse unit having a living room, dining room, kitchen and bathroom on the first floor and two bedrooms and a bathroom on the second floor, for a total of seven (7) rooms. It is 1,562 square feet. It also has a 2-car garage of 564 square feet. A concrete patio and planter area of 184 square feet.

(d) Apartment "4" is the same description as (c) except its 2-car garage area is 466 square feet.

(e) Apartment "5" is the same description as (d), verbatim.

(f) Apartment "6" is the same description as (d) and (e).

(g) Apartment "7" is the same description as (d), (e) and (f).

(h) Apartment "8" is located approximately in the middle of Building "B" in the Westerly 1/2 of the condominium plat. It is a one-level unit with 5 1/2 rooms containing living-dining area, a den, kitchen, one-bedroom, 1 1/2 bathrooms, containing 1,190 square feet. A 2-car garage containing 440 square feet. A concrete patio together with planter of 203.2 square feet.

(i) Apartment "9" is the same description as (h), verbatim.

(j) Apartment "10" is the same description as (h) and (i).

(k) Apartment "11" is the same description as (h), (i), and (j).

(l) Apartment "12" is the same description as (h), (i), and (j) and (k).

(m) Apartment "13" is the same description as (h), (i), (j), (k) and (l).

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(n) Apartment "14" is the third unit from the North end of Building "B" which is located in the West 1/2 of the condominium plat. It contains a living-dining area, kitchen with 2-bedrooms, 2-bathrooms, containing 1,372 square feet. It has a concrete patio together with planter of 256 square feet.

(o) Apartment "15" is the second unit from the North end of Building "B" which is located in the West 1/4 of the condominium plat and is the same description as Apartment "14" under (n).

(p) Apartment "16" is located in the North end of Building "B" which is located in the West 1/2 of the condominium plat and is the same description as Apartments No. "14" and "15" in (n) and (o) respectively.

(q) Apartment "17" located in Building "C" at the South end in the easterly portion of the condominium plat. It contains a living-dining area, 2-bedrooms, kitchen and 2-bathrooms containing 1,277 square feet. A 2-car garage containing 552 square feet. A concrete patio together with planter containing 240 square feet.

(r) Apartment "18" located in Building "C" at the South end in the easterly portion of the condominium plat. The description is the same as Apartment "17" in (q) above.

(s) Apartment "19" located in the middle of Building "C" in the easterly portion of the condominium plat, its description is the same as Apartment "17" and "18" in (q) and (r) above.

(t) Apartment "20" located in the middle of Building "C" in the easterly portion of the condominium plat, its description is the same as Apartment "17", "18" and "19" in (q), (r) and (s) above.

(u) Apartment "21" located in the North end of Building "C" in the easterly portion of the condominium plat, its description is the same as Apartments "17", "18", "19" and "20" in (q), (r), (s) and (t) above.

(v) Apartment "22" located in the North end of Building "C" in the Easterly portion of the condominium plat, its description is the same as Apartments "17", "18", "19", "20" and "21" in (q), (r), (s), (t) and (u) respectively.

Each apartment has its own private access entry way and each has immediate access to a public street and to common areas leading onto Gwen Drive, a county road in the Plat of "Country Club Estates" with a mailing address of 1243 Gwen Drive, Burlington, WA 98233.

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6. DESCRIPTION OF COMMON AREAS AND FACILITIES: The common areas shall consist of landscaping, the entry drive from the county road, planter area adjacent to parking spaces, four (4) parking areas for motor homes, and grass lawns. There will be twenty-two (22) parking spaces for automobiles throughout the complex as set forth in the maps attached to this Declaration of Condominium. The common areas will also consist of a storage building and a garbage dumpster areas. The common area includes those things denominated common areas and facilities in the Condominium Act "if the same are available in this project", including the land and all roofs, walls and foundations outside the boundaries of the apartment, and all items normally or necessarily in common use, and all support or utility lines or chases although technically within apartment's boundaries.

7. PROPERTY VALUE - APARTMENT VALUE - and, PERCENTAGE OF COMMON AREA:

(a) The value of the whole property is One Million Seven Hundred Thirty-three Thousand Six Hundred (\$1,733,600.00) Dollars;

(b) The following schedule shows the number of each apartment and its value and a pertinent percentage of undivided interest in the common areas:

<u>Apartment No.'s</u>	<u>VALUE</u>	<u>PERCENTAGES</u>
A - 1	\$83,500.00	4.8 %
A - 2	\$83,500.00	4.8 %
B - 3	\$88,500.00	5.2
B - 4	\$85,500.00	4.9
B - 5	\$85,500.00	4.9
B - 6	\$85,500.00	4.9
B - 7	\$85,500.00	4.9
B - 8	\$74,300.00	4.3
B - 9	\$74,300.00	4.3
B -10	\$74,300.00	4.3
B -11	\$74,300.00	4.3
B -12	\$74,300.00	4.3
B -13	\$74,300.00	4.3
B -14	\$84,400.00	4.9
B -15	\$84,400.00	4.9
B -16	\$87,400.00	5.0

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C -17	\$74,350.00	4.3 %
C -18	\$71,350.00	4.1 %
C -19	\$71,350.00	4.1 %
C -20	\$71,350.00	4.1 %
C -21	\$71,350.00	4.1 %
C -22	\$74,350.00	4.3 %

TOTALS = 22 Apartments

TOTAL VALUE: \$ 1,733,600.00      TOTAL PERCENTAGE 100.0%

8. SHARES OF COMMON ELEMENTS AND COMMON EXPENSES: Each apartment owner owns an undivided share in the common element, is liable for common expenses, and has voting rights in accordance with the percentages set out in Section "7" for his apartment. There shall be One Hundred (100) votes in the Owner's Association and each apartment owner shall have the number of such votes equal to his percentage of undivided interest above-established.

9. MAINTENANCE AND ALTERATIONS OF COMMON AREAS AND APARTMENTS:

(a) The association of apartment owners shall at its expense have the sole right and responsibility to maintain, repair, and replace:

1. All common areas and facilities to the interior surfaces of the apartments as herein defined, which portions shall include, but not be limited to, the outside walls of the apartment buildings and all fixtures on the exterior thereof; boundary walls of apartments, load bearing walls; and roofs;

2. The common utility and sewage lines; and,

3. Any conduits, plumbing, wiring, and other facilities for the furnishing of utility services which service part or parts of the condominium other than the apartment within which contained;

4. All support or structural elements of the buildings.

All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the association of apartment owners.

(b) The responsibility of the apartment owner shall be:

1. To maintain, repair, and replace at his expense, and keep the same in good order and appearance, all portions of his apartment. For this condominium, glass windows are to be replaced whenever cracked or broken, by the apartment owner, but no different color or form of window or glass shall be used except upon the written permission of the board;

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2. Not to paint or otherwise decorate or change the appearance of the exterior of the apartment building;

3. To promptly report to the association of apartment owners any defect or need for repairs, the responsibility for which is that of the association of apartment owners.

(c) Neither an apartment owner nor the association of apartment owners shall make any alterations in the portion of an apartment or apartment building which are to be maintained by the association of apartment owners, or remove any portion thereof, or make any additions thereto, to do anything which might jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining the approval in writing of owners of all apartments affected or in which such work is to be done and the approval of the board of directors of the association of apartment owners.

(d) There shall be no alteration or further improvement of the real property constituting the common elements beyond completion of the project as proposed by developer without the prior approval in writing by the owners of not less than 60% of the apartments, and no such alteration or improvement shall interfere with the rights of any apartment owner.

10. ASSESSMENTS:

a) Assessments against apartments or apartment owners for common expenses shall be made pursuant to the bylaws and shall be allocated on the basis of the percentages set forth in paragraph "8" of this Declaration. All assessments shall be personal obligations of the owners of the apartments involved and a lien upon the apartments, subject to the provisions of R.C.W. 64.32.200.

b) Assessments and installments thereof paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 12% per annum from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

c) The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the association of apartment owners incident to the collection of such assessment or enforcement of such lien, and all costs relating thereto.

d) If a unit is rented or leased by the apartment owner, the board may collect and the tenant shall pay over to the board so much of the rent for such apartment as is required to pay any amounts due for assessments, plus interest and costs as previously defined, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment to the board, and such payment will discharge the lessee's or renter's duty of payment to

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the apartment owner for rent, to the extent such rent is paid to the association, but will not discharge the liability of the apartment owner under this declaration for assessments, or operate as an approval of the lease. The board shall not exercise this power where a receiver has been appointed and is collecting such rental.

e) An officer of the association, acting for and as directed by the board (or the declarant prior to the appointment or election of the board) on behalf of the association may commence and complete an action to foreclose the lien of any assessments due and unpaid. From the time of commencement of such action, the apartment owner shall pay to the association the reasonable rental value of the apartment, to be fixed by the board, and the plaintiff in such foreclosure action shall be entitled to appointment of a receiver to collect the rental, who may, if the rental is not paid, obtain possession of the apartment, refurbish it to a reasonable standard for rental apartments in the condominium, and rent the apartment or permit its rental to others. Rentals collected therefrom shall be applied: First, to pay the expenses of the receivership (including reasonable attorney's fees); second, to reimburse the costs of refurbishing the apartment; third, to costs, fees, and charges incurred by the plaintiff in the foreclosure action; and fourth, to the payment of the assessments due and any interest accrued thereon. Any judgment rendered against the apartment owner in such foreclosure action or receivership proceeding shall include a reasonable sum for attorney's fees, and also all costs and expenses reasonable incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

f) In addition to and not by way of limitation upon other methods of collecting assessments, the board shall have the right (but shall have no obligation), after having given ten (10) days notice to any apartment owner who is delinquent in paying his assessments, to cut off any or all utility services to the delinquent owner's apartment until such assessments are paid.

g) The remedies provided are cumulative, and the board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

11. ASSOCIATION: The operation of the condominium shall be by the ALDERCREST OWNERS ASSOCIATION, hereinafter called the association, a non-profit corporation under the law of the State of Washington, which shall be organized and fulfill its functions pursuant to the following provisions:

a.) The members of the association shall be the apartment owners.

b.) The association shall be incorporated.

c.) The bylaws of the association may be adopted, enforced, and relied upon by the declarant concurrently with the recording of

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the declaration and shall be adopted by the initial board of the association specified in the articles of incorporation of the association.

d.) Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage caused by any latent condition of the property to be maintained or repaired by the association, nor for the injuries or damages caused by the elements or other owners or persons.

e.) The share of a member in the funds and assets of the association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment. No owner has any right to possession or control of any association funds as against the association, its board and officers.

12.. INSURANCE:

a.) Insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the association for the benefit of the association and the apartment owners and their mortgagees. Provisions shall be made for the issuance of certificates of insurance to the mortgagees (or beneficiaries under a deed of trust) of apartment owners. Any provisions of this section may be superseded or modified in any policy if required by a lender in order to meet requirements of the Federal Home Loan Mortgage Corporation.

b.) Insurance shall be written on a multi-peril basis to cover the following:

(1) All buildings and improvements upon the lands and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the board of directors of the association. Such coverage shall include at least protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the lands, such as vandalism and mischief;

(2) Public liability in such amounts and with such coverage as shall be required by the board of directors of the association, but not less than coverage of \$300,000 per occurrence;

(3) Such other insurance as the board of directors shall determine from time to time to be desirable.

c.) Premiums upon such insurance policies purchased by the association shall be paid by the association as a common expense.

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d.) In addition to the specified coverages there shall, if possible, as to the property coverages, be an "Agreed Amount" endorsement, and a "Demolition" endorsement.

e.) Respecting liability coverage, there shall be coverage against water damage and liability for non-owned and hired automobiles and a "Severability of Interests" endorsement which would preclude the company from denying claims of an apartment owner because of the negligent act of the association or another apartment owner or owners.

f.) The coverage should, if possible, also contain the following provisions and limitations:

(1) Named Insured. The named insured under any such policies shall be the board (or prior to the existence of any board, the declarant) as a trustee for the apartment owners in accordance with the percentages established in this declaration, or the authorized representative thereof, including any trustee with which there has been established any insurance trust agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "insurance trustee" who shall have exclusive authority to negotiate settlement of losses under said policies.

(2) Contribution. In no event shall the insurance coverage obtained and maintained pursuant to the requirements hereof be brought into contribution with insurance purchased by unit owners or their mortgagees.

(3) Matters Association Cannot Control. Such Policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of apartment owners when such act or neglect is not within the control of the association, or (b) by failure of the association to comply with any warranty or condition with regard to any portion of the premises over which the association has no control.

(4) Cancellation. All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including the servicers on behalf of mortgage insuring companies or agencies, or corporations or agencies administering programs creating any form of market for mortgages.

(5) Waiver of Subrogation, Co-insurance, and Acts of Insured. All such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the association, or any apartment owner or owners and/or their respective agents, employees, or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

(6) Company Restoration Limited. All policies of property

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insurance shall provide that, notwithstanding any provisions thereof, which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the association may be a party, or any requirement of law.

g.) The policy should contain a standard mortgagee clause which should:

(1) Define Mortgagee. Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of an apartment or apartment lease or sublease, in their respective order and preference, whether or not named therein.

(2) Protect Mortgagee. Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the board, the apartment owners or any persons acting under authority of any of them.

(3) Waive Certain Requirements. Waive any provision invalidating such mortgage clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause.

(4) Recognize Named Insured. Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable as required herein.

h.) Fidelity Bond Coverage. The association shall be required to maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of such association and all others who handle or are responsible for handling funds of the association. Such fidelity coverage shall, to the extent reasonably obtainable in the board's discretion, meet the following requirements:

(1) Obligee. All fidelity bonds shall name the association or appropriate representatives thereof as the obligee.

(2) Amount. Such fidelity bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the condominium project, including reserves, unless a greater amount is required by mortgage insuring companies or agencies or corporations or agencies administering programs creating a market for mortgages.

(3) Waiver of Defense. Non-Compensated Parties. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any defi-

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address of the person to receive service of process in the cases provided by Chapter 64.32 of the Revised Code of Washington is GARY K. McMILLEN, 141 W. Rio Vista, Burlington, WA 98233.

15. SUBDIVIDING OF APARTMENT UNITS: No apartment shall be subdivided, nor shall any apartment be combined with all or a part of any other apartment, without the unanimous approval of all the apartment owners. Any owner proposing such action shall furnish the association with plans for such subdivision and all declaration, survey maps and planned amendments required for such action.

16. ADMINISTRATION: Administration of the condominium shall be by a board of directors of the association pursuant to the articles of incorporation and bylaws. Bylaws for these purposes shall be adopted initially by the board of the association.

17. AMENDMENTS: This declaration may be amended by the affirmative vote of 60% of the apartment owners (said voting right is not to be determined pursuant to paragraph 8 hereof); provided, however, that any amendment altering the value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities shall require the unanimous consent of the apartment owners.

18. ADDITIONAL USE RESTRICTIONS:

a.) Each apartment shall be used for a single family residence.

b.) Occupancy of each apartment shall be in compliance with all local ordinances and state laws.

c.) The common elements shall be used only for the purposes for which they are intended to facilitate the enjoyment of the apartments.

d.) No use or activities shall be permitted on the condominium premises which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its owners or tenants. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit the use of his apartment or the common property which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive or illegal use shall be made or allowed on any part of the condominium property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No apartment shall be sub-leased or sub-divided which would create more than a use for a single family residence.

e.) In order to preserve a uniform exterior appearance to

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the building, and the common and limited common areas visible to the public, the board may require and provide for the painting and other decorative finish of the building, including planters and patio areas, or other common or limited common areas, and prescribe the type and color of such decorative finishes, and they prohibit, require or regulate any modification or decoration of the building, patios, planters, or other common limited areas undertaken or proposed by any owner. This power of the board extends to screens, doors, awnings, rails or other visible portions of each apartment and apartment building. The board may also require use of a uniform color of draperies, under draperies, or drapery linings for all apartments.

f.) No sign of any kind shall be displayed to the public view on or from any apartment or common area or limited common area without the prior consent of the board; provided, that this section shall not apply to the declarant or declarant's agents.

g.) No animals, which term includes livestock, domestic animals, poultry, reptiles or living creatures of any kind shall be raised, bred or kept in any apartment, or in the common or limited common areas, whether as pets or otherwise, except subject to rules and regulations adopted by the board or by Bylaws adopted by the association. The board may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the board's determination, and it may exercise this authority for specific animals even though other animals are permitted to remain.

h.) No obnoxious or offensive activity shall be carried on in any apartment or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

i.) Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the board and after procedures required herein or by law.

j.) HOUSE RULES. The board or the association membership is empowered to pass, amend and revoke detailed administrative rules and regulations necessary or convenient from time to time to ensure compliance with the general guidelines of this article and the other provisions of this Declaration.

k.) Nothing shall prevent declarant from maintaining on the property any model unit, sales facility, parking, storage, signs, equipment, tools, or structures, which is declarant's sole discretion or desirable for completing or marketing the apartment.

19. MORTGAGEE PROTECTION:

a.) All apartments, and all owners, lessees, tenants, or users thereof, and the association and board shall be bound by all provisions of the bylaws, and particularly those of Article VIII

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providing for the protection of mortgagees and those agencies or corporations insuring mortgages or purchasing mortgages from lenders.

b.) As used herein and in the articles and bylaws of the association, the following terms have the following definitions:

(1) "Mortgagee" means the secured party under a mortgage, deed of trust, or other real property security interest covering an apartment or other portion, or all of the property. Similarly, "Mortgage" includes a deed of trust or such security instrument, and "Mortgagor" includes the grantor under a deed of trust and the debtor under such instrument.

For purposes only of assuring certain rights to the vendor under a real property sale contract to the extent hereinafter provided in the bylaws, the vendor, the contract itself, and the vendee or purchaser are included in the definition of mortgagee, mortgage, and mortgagor, respectively, otherwise they are not so included.

(2) "Institutional Lender" means a mortgagee which is a bank, savings and loan association, insurance company, or mortgage lender recognized by a governmental agency for participation in governmentally related programs.

(3) "Mortgage Insurer" means any private company or governmental agency or governmentally sponsored company which insures payment of all or any portion of the obligation secured by a mortgage on any apartment.

DATED; April 9<sup>th</sup> 1980

Signed by Declarants:

Robert W. Fisher  
ROBERT W. FISHER

Gloria J. Fisher  
GLORIA J. FISHER

Allen D. Brown  
ALLEN D. BROWN

Gwen E. Brown  
GWEN E. BROWN

Gary K. McMullen  
GARY K. McMILLEN

Patricia A. McMullen  
PATRICIA A. McMILLEN

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STATE OF WASHINGTON)
COUNTY OF SKAGIT ) ss.

On this day personally appeared before me ROBERT W. FISHER and GLORIA J. FISHER, husband and wife; ALLEN D. BROWN and GWEN E. BROWN, husband and wife; and GARY K. McMILLEN and PATRICIA A. McMILLEN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they each had signed the same as his or her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of April, 1980.

Charles R. Swede
Notary Public in and for the State of Washington, residing at Bow.

2014: Reference to Survey Map and Plans: The survey map and plans for the condominium development referred to herein were recorded with the proper county recording authority simultaneously with the recording of this Declaration under number 8005070005 in Volume 13, of Official Records, at Page 34, 56, in Skagit County, Washington. The recording authority, the declarant, or any title company or escrow company or institutional lender is authorized to insert the correct recording data or correct the same, above the signatures on this document.

2015: Secured Party's Acceptance: Rainier National Bank of Burlington, Washington is a beneficiary under a Deed of Trust wherein Land Title Co. of Skagit County is Trustee which covers all of the property described in this Declaration and heretofore filed with the Skagit County Auditor under Receiving No. 7912070025. Said secured party joins in this Declaration.

RAINIER NATIONAL BANK, Burlington Branch.

By: John F. ... Title - Vice president & Manager


STATE OF WASHINGTON)
COUNTY OF Skagit ) ss.

On this 29th day of April, 1980, before me, the undersigned, a NOTARY PUBLIC in and for the State of Washington, duly

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commissioned and sworn, personally appeared JOHN HASTINGS to me known to be Vice President and General Manager of Rainier National Bank - Burlington Branch, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above-written.

  
NOTARY PUBLIC in and for the State  
of Washington, residing at Burr

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