

LUELLA HENRY
SKAGIT COUNTY AUDITOR

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION
OF

ANACORTES MARINA CONDOMINIUM

(Adding Phase II and Amending Certain Provisions
of said Declaration)

Pursuant to RCW 64.32.090(13) and subparagraph 22.3 of the
Condominium Declaration of the ANACORTES MARINA CONDOMINIUM
recorded on June 1, 1981, under Skagit County Auditor's File No.
8106010012, as amended by the Amendment recorded on June 26,
1981, under Skagit County Auditor's Filing No. 8106260020, the
undersigned Declarant has elected pursuant to subparagraph 22.3
of said Declaration to expand the ANACORTES MARINA CONDOMINIUM to
include Phase II (the legal description of which is attached to
said Declaration as Exhibit B) and that the following paragraphs,
provisions and/or exhibits of said Declaration have been modified
and/or amended to read as follows:

1. The last paragraph on Page 1 of said Declaration
commencing with the words "WHEREAS" and concluding with the word
"Owners" in the fifth line of said paragraph on Page 2 are hereby
amended to read as follows:

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WHEREAS, both the Fidalgo and the Harbor Area leases contain similar provisions which control the use, possession, and improvement of the properties described therein and the Fidalgo lease contains provisions providing for the renewal and/or extension of the term of said lease, each of which rights Declarant intends to exercise to the extent applicable and/or to assign said rights to the Association of Condominium Owners;

2. Subparagraph 11.1 is hereby amended to read as follows:

11.1 Limitation on Use of Moorage Slip and Limited Common Area

Each apartment and/or moorage slip shall be limited to the moorage of one (1) pleasure watercraft unless the owner thereof receives prior permission of the Board (or Declarant or Declarant's managing agent as provided in subparagraph 12.1 hereof) to moor more than one (1) watercraft and for such other purposes, if any, as may be incidental to its intended use for moorage purposes. No watercraft shall be moored or permitted to be moored by an owner in his apartment and/or moorage slip if such watercraft extends beyond his apartment and/or moorage slip without the prior written approval of the Board or as may be provided by the Bylaws or rules and regulations. No owner shall be permitted to lease, sublease, or rent his apartment and/or moorage slip without the prior written approval of Declarant during the period provided in subparagraph 10.1 which approval shall, subject to the provisions of subparagraph 11.2, not be

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unreasonably withheld. All leases, subleases, or rental agreements shall be in writing and shall provide that the lease, sublease, and/or rental agreement is subject to the terms and conditions of this Declaration and any Bylaws of the Condominium, Harbor Area Lease No. 2510 and/or the rules and regulations of the marina and that the failure of any lessee, sublessee, or tenant to comply with the terms thereof shall constitute a default under any such lease, sublease, or rental agreement.

3. Subparagraph 12.2 is hereby amended to read as follows:

12.2 Estimated Expenses

Within thirty (30) days prior to the beginning of each calendar year (or fiscal year, if adopted by resolution of the Board or Association), the Board (or the Declarant or the Declarant's managing agent prior to the election of the first elected board) shall estimate the charges (including common expenses and any special assessments for particular apartments and/or moorage slips) to be paid during such year, make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of common areas and facilities and any leasehold taxes assessed and/or levied by the State of Washington on the DNR lease, bonds required by said lease and any lease payments required by the DNR or Fidalgo leases. If the sum estimated and budgeted at any time proves inadequate for any reason including

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nonpayment for any reason of any owner's assessment, the Board or Declarant may at any time levy a further assessment which shall be assessed to the owners in like proportions. Notwithstanding the provisions of this subparagraph, during the period of Declarant's management authority provided in subparagraph 10.1, Declarant may elect not to collect the full budgeted assessment and may instead collect only the actual costs of operation of the common areas, together with the cost of insurance, or, at Declarant's option prior to the date that fifty percent (50%) of the apartments and/or moorage slips by percentage of ownership have been sold, said sales closed and the apartments and/or moorage slips occupied, to utilize the assessments other than reserves paid by owners and/or any payments collected in lieu thereof to pay the expenses for which said assessments and/or payments in lieu thereof have been paid and/or collected provided Declarant pays such expenses and all such funds are used for the benefit of and welfare of the Association. The annual budget and proposed assessments determined by Declarant or Declarant's managing agent prior to the election of the first elected board shall not be subject to review, approval and revision by the owners. At such time as the first elected board has been elected, the annual budget and proposed assessments determined by the Board may be reviewed, approved and revised by the owners at the annual meeting of the Association or at any special meeting

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called for said purpose but if not so reviewed or revised, shall be deemed approved.

4. Subparagraph 12.12 of said Declaration is hereby amended to read as follows:

12.12 Lien Indebtedness

Each annual assessment and each special assessment shall be the joint and several personal debt and obligation of the owner or owners and contract purchasers of apartments and/or moorage slips for which the same are assessed as of the time the assessment is made and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to any apartment and/or moorage slip and the owner and/or purchaser of any apartment and/or moorage slip, plus interest at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is the greater, and costs including reasonable attorneys fees, shall be a lien upon such apartment and/or moorage slip and any appurtenant limited common area and the use thereof. Said lien for payment of such assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, to the extent provided in RCW 64.32.200(2) except any leasehold taxes due the State of Washington on the DNR lease and lease payments due and owing on the Fidalgo and DNR leases or as they may become due and owing pursuant to the partial assignments of the Condominium apartments and/or moorage slips. An action to

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recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

5. Subparagraph 22.6 of said Declaration is hereby amended to read as follows:

22.6 Discontinuance of Condominium or Removal From Act

In the event that the owners pursuant to this Declaration or pursuant to any applicable provision of law or the Act take any action which results in the discontinuance of the Condominium or removal of all of the property or the Condominium from the provisions of the Act, said action shall, if such action is sufficient under the Act, also terminate and discontinue the effect of all or any provisions of this Declaration or of the Plans and Survey unless some other specific provision is made by a recorded amendment to this Declaration and, if required, to the Plans and Survey at the time of any such act. Notwithstanding the foregoing, in the event that a Court of competent jurisdiction determines that this Declaration does not satisfy the requirements of the Act for any reason and that the provisions of this Declaration are not applicable as covenants running with the land or equitable servitudes, the owners of apartments and/or moorage slips shall be tenants in common of said property and have as their respective percentage of

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ownership the percentages of ownership provided in subparagraph 8.2. In the event that the Association should cease to act as the Master Lessee under Harbor Area Lease No. 2510 from the Department of Natural Resources of the State of Washington recorded under Skagit County Auditor's No. 810424009 or any amendments thereto, the responsibility to act as Master Lessee under said Harbor Area lease shall thereafter either be taken over by another Master Lessee approved in writing by said Department of Natural Resources or all rights and responsibilities under said Harbor Area lease shall revert to Declarant to act as the Master Lessee.

6. 23.6 Reference to Plans and Survey.

The Plans and Survey of the Condominium and Phase I thereof referred to herein were filed with the Skagit County Auditor on June 1, 1981, in Volume 13 of Condominiums, pages 32-38, inclusive, under Skagit County Auditor's File No. 8106010014.

The Plans and Survey of Phase II of said Condominium were recorded with the Skagit County Auditor simultaneously with the recording of this Second Amendment to Declaration in Volume 13 of Condominiums, pages 42 through 44, inclusive, under Skagit County Auditor's File No. 8108120085.

7. 4.2 Apartment Description.

The apartments and/or moorage slips of Phases I and II are described on the First Amendment to Exhibit F. In the event

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that the Condominium is expanded to include Phase III or IV or any of said Phases, the additional apartments and/or moorage slips will be described by subsequent amendments to or of Exhibit F.

The undersigned Declarant further declares and certifies that Exhibit G to said Declaration shall hereafter reflect the percentages of undivided ownership of apartments and/or moorage slips in Phases I and II of said Condominium and the percentage of undivided interest in the common areas and facilities of each such apartment and/or moorage slip for all purposes, including voting.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Declaration of ANACORTES MARINA CONDOMINIUM for purposes of expanding said Condominium to include Phase II and modifying certain provisions of said Declaration on this 12th day of August, 1981.

ANACORTES MARINE ENTERPRISES, INC.
a Washington corporation

By Allan F. Osberg
Allan F. Osberg, President

By Janice R. Jason
Janice R. Jason, Secretary

DECLARANT

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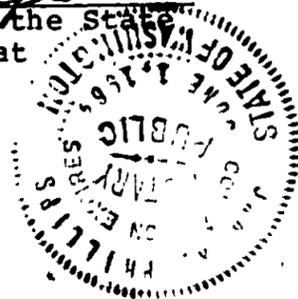
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STATE OF WASHINGTON)
) SS.
COUNTY OF Snohomish)

On this 12th day of August, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALLAN F. OSBERG and JANICE R. JASON, to me known to be the President and Secretary, respectively, of ANACORTES MARINE ENTERPRISES, INC., the corporation that executed the foregoing SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF ANACORTES MARINA CONDOMINIUM and acknowledged said SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF ANACORTES MARINA CONDOMINIUM to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF ANACORTES MARINA CONDOMINIUM.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jan A. Phillips
Notary Public in and for the State
of Washington, residing at
Atlington



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FIRST AMENDMENT

TO

EXHIBIT F

PHASE I consists of 219 moorage slips located on three docks (A, E, and F). Each dock consists of a main walkway with finger piers attached thereto. A ramp connects the inshore end of the main walkway to land. The walkways and finger piers are constructed, in sections, of reinforced concrete with styro-foam cores. The many sections are connected by use of wood walers and bolting. All walkways and finger piers are floating, being held in place with treated timber piling. Some slips are constructed such that there is a finger pier along both sides while others have a finger pier along one side only. Some of the slips are covered by a metal roof supported by steel framing. Each moorage slip is served with connections for electricity. Domestic water outlets are located at or near each slip. Each slip has a dock box appurtenant thereto, located within the horizontal limits of the moorage slip except as noted below.

"A" DOCK contains 40 moorage slips of four types:

- 1) 3 slips - 30 feet long, uncovered, with pier along one side only:

A-1 A-2 A-3

- 2) 1 slip - 60 feet long, uncovered, with pier along one side only:

A-4

- 3) 15 slips - 60 feet long, covered, with piers along both sides:

A-5	A-10	A-15
A-6	A-11	A-16
A-7	A-12	A-17
A-8	A-13	A-18
A-9	A-14	A-19

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4) 21 slips - 60 feet long, uncovered, with piers along both sides:

A-20	A-27	A-34
A-21	A-28	A-35
A-22	A-29	A-36
A-23	A-30	A-37
A-24	A-31	A-38
A-25	A-32	A-39
A-26	A-33	A-40

"E" DOCK contains 96 moorage slips of seven (7) types:

1) 15 slips - 38 feet long, uncovered, with pier along one side only:

E-1	E-39	E-49
E-31	E-41	E-51
E-33	E-43	E-53
E-35	E-45	E-55
E-37	E-47	E-57

2) 35 slips - 32 feet long, uncovered, with pier along one side only:

E-2	E-58	E-82
E-36	E-60	E-84
E-38	E-62	E-86
E-40	E-64	E-88
E-42	E-66	E-90
E-44	E-68	E-92
E-46	E-70	E-94
E-48	E-72	E-96
E-50	E-74	E-98
E-52	E-76	E-100
E-54	E-78	E-102
E-56	E-80	

3) 14 slips - 38 feet long, covered, with piers along both sides:

E-3	E-13	E-23
E-5	E-15	E-25
E-7	E-17	E-27
E-9	E-19	E-29
E-11	E-21	

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- 4) 16 slips - 32 feet long, covered, with pier along one side only:

E-4	E-16	E-28
E-6	E-18	E-30
E-8	E-20	E-32
E-10	E-22	E-34
E-12	E-24	
E-14	E-26	

- 5) 14 slips - 38 feet long, uncovered, with piers along both sides:

E-59	E-69	E-79
E-61	E-71	E-81
E-63	E-73	E-83
E-65	E-75	E-85
E-67	E-77	

- 6) 1 slip - 41½ feet long, uncovered, with pier along one side only (being at dock end, dock box is on adjacent finger pier):

E-87

- 7) 1 slip - 35½ feet long, uncovered, with pier along one side only (being at dock end, dock box is on adjacent finger pier):

E-104

"F" DOCK contains 83 moorage slips of seven (7) types:

- 1) 47 slips - 32 feet long, uncovered, with pier along one side only:

F-1	F-33	F-65
F-3	F-35	F-67
F-5	F-37	F-69
F-7	F-39	F-71
F-9	F-41	F-73
F-11	F-43	F-75
F-13	F-45	F-77
F-15	F-47	F-79
F-17	F-49	F-81
F-19	F-51	F-83
F-21	F-53	F-85
F-23	F-55	F-87
F-25	F-57	F-89
F-27	F-59	F-91
F-29	F-61	F-93
F-31	F-63	

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- 2) 2 slips - 40 feet long, uncovered, with pier along one side only:

F-2 F-10

- 3) 3 slips - 40 feet long, uncovered, with piers along both sides:

F-4 F-6 F-8

- 4) 9 slips - 50 feet long, uncovered, with pier along one side only:

F-12 F-18 F-24
F-14 F-20 F-26
F-16 F-22 F-28

- 5) 20 slips - 50 feet long, uncovered, with piers along both sides:

F-30 F-44 F-58
F-32 F-46 F-60
F-34 F-48 F-62
F-36 F-50 F-64
F-38 F-52 F-66
F-40 F-54 F-68
F-42 F-56

- 6) 1 slip - 53½ feet long, uncovered, with pier along one side only (being at dock end, dock box is on adjacent finger pier):

F-70

- 7) 1 slip - 35½ feet long, uncovered, with pier along one side only (being at dock end, dock box is on adjacent finger pier):

F-95

Phase II consists of 80 moorage slips located on "B" Dock. The description of the dock, ramps, and other construction referred to above for Phase I are also applicable to Phase II.

"B" DOCK contains 80 moorage slips of eight types:

- 1) 11 slips - 50 feet long, uncovered, with pier along one side only:

B-1 B-37 B-45
B-31 B-39 B-47
B-33 B-41 B-49
B-35 B-43

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- 2) 13 slips - 40 feet long, uncovered, with pier along one side only:

B-2	B-38	B-46
B-30	B-40	B-48
B-32	B-42	B-50
B-34	B-44	B-52
B-36		

- 3) 14 slips - 50 feet long, covered, with piers along both sides:

B-3	B-13	B-23
B-5	B-15	B-25
B-7	B-17	B-27
B-9	B-19	B-29
B-11	B-21	

- 4) 13 slips - 40 feet, long, covered, with piers along both sides:

B-4	B-14	B-24
B-6	B-16	B-26
B-8	B-18	B-28
B-10	B-20	
B-12	B-22	

- 5) 13 slips - 50 feet long, uncovered, with piers along both sides:

B-51	B-61	B-71
B-53	B-63	B-73
B-55	B-65	B-75
B-57	B-67	
B-59	B-69	

- 6) 14 slips - 40 feet long, uncovered, with piers along both sides:

B-54	B-64	B-74
B-56	B-66	B-76
B-58	B-68	B-78
B-60	B-70	B-80
B-62	B-72	

- 7) 1 slip - 53½ feet long, uncovered, with pier along one side only (being at dock end, dock box is on adjacent finger pier):

B-77

- 8) 1 slip - 43½ feet long, uncovered, with pier along one side only (being at dock end, dock box is on adjacent finger pier):

B-82

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