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JERRY MOINTURES KAGIT COUNTY AUDITOR

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DECLARATION

AMENDMENT TO

AND COVENANTS, CONDITIONS, RESTRICTIONS, AND REGULSTOF____

FOR SKYLINE COURT CONDOMINIUM

Pursuant to Section 28 of that certain Declaration and Covenants, Conditions, Restrictions, and Reservations for Skyline Court Condominium recorded on April 16, 1992, under Skagit County Auditor's File No. 9204160065, and amended by Amendment to Declaration, Covenants, Conditions, Restrictions, and Reservations for Skyline Court Condominium recorded June 24, 1992 under Skagit County Auditor's File No. 9206240092 (as amended, the "Declaration"), and pursuant to RCW 64.34.264, the undersigned, being the owner of all units of Skyline Court Condominium, 1510 Skyline Way, Anacortes, Skagit County, Washington, as described in that certain survey map and plans filed on April 16, 1992, under Skagit County Auditor's File No. 9204160064 (the "Survey Map and Plans"), and in the Declaration, does hereby amend the Declaration as follows:

1. The language of Section 11.3 of the Declaration is hereby deleted and replaced with the following language:

Maintenance of Units and Limited Common Section 11.3 Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his Unit. Each Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures, or appliances which are in the Unit or portions thereof that serve that Unit only, and shall replace any glass in the windows and in the exterior doors of the Unit that becomes cracked or broken. No Owner may make any improvements or alterations to the Owner's Unit that affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Each Owner will be responsible for the cleanliness and orderliness of the Limited Common Elements that are appurtenant to the Unit, except that sweeping of the parking areas shall be the responsibility of the Association. Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board. In order to protect the water distribution system, no Owner shall permit the temperature in his Unit to be below minimum acceptable



levels at any time, which minimum acceptable temperature levels may be specified from time to time by the Board.

2. Except as amended herein, the Declaration remains in full force and effect.

DATED: November 30 , 1992.

DECLARANT:

SKYLINE ASSOCIATES, a Washington general partnership

BY: JAF Financial, Ltd., a Washington corporation, general partner

By Journe Me lozono

BY: Sherron Associates, Inc., a Washington corporation, general partner

By S. Edward Summan.

Its 1705; Sevil

BY: PAC-GEN ENTERPRISES, INC., a Washington corporation, general partner

By It's President

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STATE OF WASHINGTON) COUNTY OF KING

On this 2 day of December, 1992, before me _, to me known to be personally appeared <u>Janine Florence</u>, to me known to the <u>President</u> of JAF FINANCIAL, LTD., a general partner of Skyline Associates, the general partnership described in the within and foregoing instrument; and he acknowledged that he executed the said instrument as the free and voluntary act and deed of said corporation as said general partner, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

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Notary Public in and for the state of Washington. My Appointment Expires:

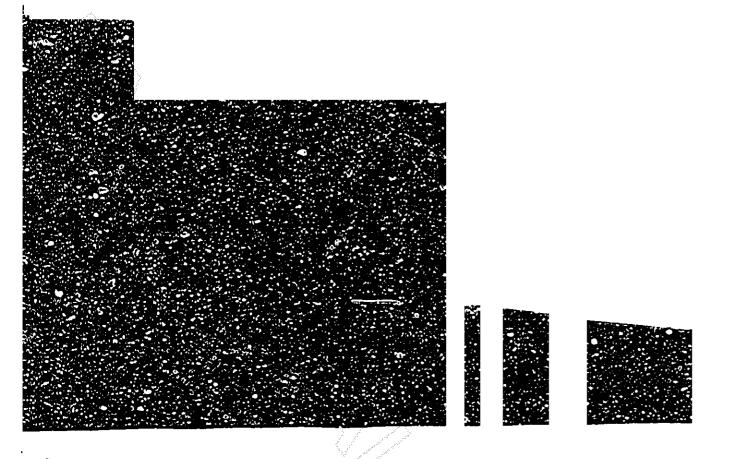
STATE OF WASHINGTON) SS. COUNTY OF KING

On this 50' day of Movember, 1992, before me personally appeared C. Eduar Springen, to me known to be of SHERRON ASSOCIATES, INC., a the Bassidert general partner of Skyline Associates, the general partnership described in the within and foregoing instrument; and he acknowledged that he executed the said instrument as the free and voluntary act and deed of said corporation as said general partner, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

Notary Public in and for the

State of Washington. My Appointment Expires: 6-6-95



STATE OF WASHINGTON

SS.

COUNTY OF KING

on this 30° day of $\frac{1000-300}{1000}$, 1992, before me personally appeared $\frac{10000+1000}{10000}$, to known to be the privide of PAC-GEN ENTERPRISES, INC., a general partner of Skyline Associates, the general partnership described in the within and foregoing instrument; and he acknowledged that he executed the said instrument as the free and voluntary act and deed of said corporation as said general partner, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

Notary Public in and for the

State of Washington.

My Appointment Expires: 5

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