

Anderson & Rode
PO Box 727
Anacortes Wa 98221

29
2
31

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR
93 JUL 2 11:33

RECORDED _____ FILED _____
REQUEST OF John Hadari

9307020031

AMENDED

DECLARATION

for:

B A Y S I D E W E S T
* * * * *

A Condominium

(located at 2401 and 2399 Skyline Way,
Anacortes, Washington)

9307020031

AMENDED
DECLARATION
FOR
BAYSIDE WEST, A Condominium

Table of Contents

	Page
RECITALS	1
ARTICLE 1. <u>DEFINITIONS</u>	1
ARTICLE 2. <u>SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE</u>	3
ARTICLE 3. <u>NAME AND ADDRESS OF CONDOMINIUM</u>	3
ARTICLE 4. <u>UNITS</u>	3
ARTICLE 5. <u>COMMON ELEMENTS</u>	4
ARTICLE 6. <u>LIMITED COMMON ELEMENTS</u>	4
ARTICLE 7. <u>ALLOCATION OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	6
ARTICLE 8. <u>COMMON PROFITS AND EXPENSES; VOTING</u>	6
ARTICLE 9. <u>SPECIAL DECLARANT RIGHTS</u>	7
ARTICLE 10. <u>USE OF PROPERTY</u>	7
ARTICLE 11. <u>MAINTENANCE OF COMMON ELEMENTS</u>	8
ARTICLE 12. <u>EASEMENTS</u>	9
ARTICLE 13. <u>APPROVAL BY MORTGAGEES</u>	10
ARTICLE 14. <u>ASSOCIATION OF UNIT OWNERS</u>	13
ARTICLE 15. <u>SKYLINE BEACH CLUB</u>	13
ARTICLE 16. <u>AMENDMENT</u>	14
ARTICLE 17. <u>SEVERABILITY</u>	14
ARTICLE 18. <u>DECLARANT DECLARATIONS</u>	14
EXHIBIT A - Consisting of five pages	
EXHIBIT B - Consisting of two pages	

(i)

9307020031

BK | 209 PG 0499

AMENDED
DECLARATION FOR
BAYSIDE WEST, A CONDOMINIUM

THIS AMENDED DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed by HAROLD W. MOUSEL and VIOLET J. MOUSEL, husband and wife, hereinafter referred to collectively as "Declarant" and the president and secretary of the "Association of Unit Owners of Bayside West, a condominium", a Washington non-profit corporation, hereinafter referred to as the "Association".

RECITALS

A. Declarant has heretofore recorded a Declaration for "Bayside West, A Condominium" with the Auditor of Skagit County, Washington, on November 13, 1990, under file number 9011130073, and recorded in Volume 942, commencing on Page 85; and

B. Simultaneously with the recording of the above referenced Declaration, Declarant caused to be recorded a "Survey Map and Plans" with the Skagit County Auditor's office bearing Auditor's File Number 9011130074, which was recorded in Volume 14 of Plats, Pages 156, 157, and 158; and

C. Declarant has elected, pursuant to Article 15 of the above-referenced Declaration to expand the condominium by the completion of Stage 2 of the condominium; and

D. Declarant and the members of the Association have agreed to amend the Declaration and to restate the Declaration as amended; and

E. Simultaneous herewith, an amended Survey Map and Plans is being filed with the Skagit County Auditor's office under File No. 9307020030; and

NOW THEREFORE, Declarant, by recording this Declaration, hereby submits Stage 2 to the condominium form of ownership and Declarant and the Association hereby amend and restate the Declaration for the condominium and declare and provide as follows:

ARTICLE 1

DEFINITIONS

When used in this declaration the following terms shall have the following meanings:

1.1 "Association" means the association of Unit Owners established pursuant to Article 14 below.

1.2 "Board of Directors" means the Board of Directors of Association.

1.3 "Bylaws" means the Bylaws of the Association of Unit Owners of Bayside West, a Condominium adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.4 "Condominium" means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.

1.5 "Declarant" means Harold W. Mousel and Violet J. Mousel, husband and wife, and their successors and assigns.

1.6 "Eligible Mortgage Insurer or Guarantor" means an insurer or governmental guarantor of a mortgage on a Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.7 "Eligible Mortgage Holder" means a holder of a Mortgage on a Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.8 "Mortgage" and "Mortgagee" mean, respectively, a recorded mortgage, deed of trust, or contract of sale which creates a lien against a Unit, and the holder, beneficiary or vendor of such a mortgage, deed of trust or contract of sale.

1.9 "Owner" means the Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation. "Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.10 "Survey Map and Plans" means the survey map and plans of "Bayside West, a Condominium", recorded simultaneously with the recording of the original Declaration, bearing recording number 9011130074 and in Volume 14 of Plats, pages 156, 157, and 158, and the amended Survey Map and Plans recorded simultaneously with the recording of this Amended Declaration, bearing recording number 9307020030, and filed in Volume 15 of Plats, Pages 95-100.

1.11 "Unit" means a physical portion of the condominium designated for separate ownership, the boundaries of which are described in Article 4.3 below, and in RCW 64.34.204(1).

1.12 "Unit Number" means a number or address that identifies only one Unit.

1.13 Incorporation by Reference. In the event of a conflict between the above definitions, and the definitions set forth in RCW 64.34.020, a part of the Washington Condominium Act, the statutory definition will control.

ARTICLE 2

SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The real property comprising the condominium has been submitted to the Washington Condominium Act by the above referenced Declaration and has been conveyed by the Declarant in fee simple estate. The land submitted is located in Skagit County, Washington, and is more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein. The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land.

ARTICLE 3

NAME AND ADDRESS OF CONDOMINIUM

The name by which the Condominium shall be known is "BAYSIDE WEST, a Condominium", which shall be referred to herein as the "Condominium". The address of the building on the eastern portion of the property, which was Stage 1 of the Condominium, shall be 2401 Skyline Way, Anacortes, Washington 98221. The address of the building on the western portion of the property, which is Stage 2 of the Condominium, shall be 2399 Skyline Way, Anacortes, Washington 98221.

ARTICLE 4

Units

4.1 General Description of Buildings; STAGES 1 AND 2.

The building known as Stage 1 of the Condominium is a two-story building with seven units located therein. The building known as Stage 2 of the Condominium is a two-story building with six units located therein. Both buildings are of wood frame construction with vinyl siding and have tile roofs.

4.2 General Description, Location and Designation of Units.

The dimensions, designation and location of each Unit are shown in the Survey Map and Plans, which are made a part of this Declaration as if fully set forth herein. The approximate area of each Unit is shown on the Exhibit B, which is attached hereto and

incorporated by reference herein. Exhibit B contains the Unit identifying number, square footage, number of bathrooms (whole or partial), number of bedrooms, number of built-in fireplaces, level or levels on which each Unit is located, type of heat and heat service and, number of parking spaces and whether or not they are covered or uncovered. The letter E is a part of the identifying number for the Units in the building known as Stage 1 and the letter W is part of the identifying number for the Units in the building known as Stage 2.

4.3 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows, and window frames, doors and door frames, and trim. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings shall be a part of the common elements.

4.4 Monuments as Boundaries. The physical boundaries of a Unit constructed in substantial accordance with the Survey Map and Plans become its boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movement of the building or minor variance between boundaries shown on the Survey Map and Plans and those of the building.

ARTICLE 5

COMMON ELEMENTS

The common elements consist of everything except the Units.

ARTICLE 6

LIMITED COMMON ELEMENTS

The limited common elements are reserved for the exclusive use of the unit or units to which they are adjacent or assigned as is more particularly shown on the Survey Map and Plans. Said limited common elements consist of:

6.1 Three parking spaces have been assigned to Unit 202W and all other Units have been assigned two parking spaces. Said parking spaces have been assigned the same number as the Unit to which they are assigned. Two of the parking spaces assigned to 202W are covered and enclosed and one is uncovered and in the open. All of the rest of the Units have one parking space that is covered and enclosed and one that is uncovered and in the open. The boundaries of said parking spaces are defined by the interior surfaces of said spaces and/or the striping delineating said parking spaces.

6.2 Storage lockers have been assigned the same number as the Unit to which they are assigned. Each Unit has one storage locker which is adjacent to the covered parking space assigned to their Unit. With the exception of Units 201E and 201W, all Units have another storage locker adjacent to it which is assigned to that Unit.

6.3 Two patios shall be adjacent to Units 101E, 102E, 103E, and 101W. Unit 103W has one patio assigned to it which is adjacent to said Unit. Two sun decks are adjacent to Units 201E and 201W. One sun deck is adjacent to Units 202E, 203E, 204E, 202W and 203W. The patios and sun decks shall be for the exclusive use of their adjacent Units. Their boundaries are defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence, or curb that may enclose the same.

6.4 A dumb waiter is assigned for the exclusive use of Units 202E and 203E, and its location is shown on the Survey Map and Plans. Said dumbwaiters' boundaries are defined by its interior surfaces.

6.5 There are five elevators in the condominium and they are each designated for the exclusive use of Units 201E, 204E, 201W, 202W, and 203W. Each of said elevators shall be for the exclusive use of the Unit to which it is assigned.

6.6 As disclosed on the Survey Map and Plans, there are exterior stairways leading to Units 201E, 204E, 201W, and 203W, and said stairways shall be for the exclusive use of the Unit to which they are adjacent.

6.7 As disclosed on the Survey Map and Plans, there is an outside balcony that is adjacent to Unit 202W and said balcony shall be for the exclusive use of Unit 202W.

6.8 As disclosed on the Survey Map and Plans, there is a mechanical room which shall be for the exclusive use of Unit 202W. Said room is adjacent to the elevator serving said Unit.

6.9 A landscaped area on the northwest corner of the Stage 2 building is assigned for the exclusive use of Unit 101W.

6.10 The steps immediately adjacent to the southerly portion of Unit 103W are assigned for the exclusive use of said Unit.

6.11 Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside of the Unit's boundaries.

BK1209PG0504

6.12 If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one Unit or any portion of the common elements is a part of the common elements.

As used above, the term "interior surfaces" shall not mean decorative finishes and coverings applied to such surfaces (including paint, wall paper, paneling, carpeting, and tiles). Said decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said limited common area, shall be deemed a part of said limited common area.

ARTICLE 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Unit will be entitled to an undivided ownership interest in the common elements determined by the ratio by which the approximate area of the particular Unit bears to the total approximate area of all Units combined, as shown on the attached Exhibit B.

ARTICLE 8

COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Expenses and Common Profits. The common profits and expenses of the Condominium shall be allocated as follows:

8.1.1 Special Limited Common Expenses. - Units 201E, 204E, 201W, 202W, and 203W shall each be solely responsible for the expenses connected with the maintenance, repair, and/or replacement of the elevators which are adjacent to their respective Units. Units 202E and 203E shall each be responsible for one-half of the expenses connected with the maintenance, repair and/or replacement of the dumbwaiter which has been designated for their exclusive use. Unit 202W shall be responsible for the maintenance and repair of the subfloor and finished floor surface of the balcony which is adjacent to its northern boundary that has been designated for Unit 202W's exclusive use.

8.1.2 Common Profits and Expenses. All of the common profits, if any, and all common expenses of the Condominium shall be allocated in a manner so that 50% of the expenses shall be

BK1209PG0505

borne by the owners of the Units that are located in the building known as Stage 1 and 50% of the expenses shall be borne by the owners of the Units in the building known as Stage 2. Unit 202W in the building known as Stage 2 is a substantially larger Unit than the other Units in the condominium and accordingly, a larger percentage of the common expenses and profits are being allocated to said Unit. Based upon the foregoing, all of the common profits, if any, and all common expenses of the condominium shall be allocated as follows:

- a. 7.14% to Units 102E, 103E, 202E, 203E, and 204E.
- b. 7.15% to Units 101E and 201E. (These allocations are .01% higher than the allocations in paragraph a above to effect a total of 50% for the Stage 1 Units).
- c. 7.90% to Units 101W, 102W, 103W, 201W, and 203W.
- d. 10.50% to Unit 202W.
- e. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

8.2 Allocation of Voting Rights. Each Unit Owner shall be entitled to one vote in the affairs of the Association. The owner of more than one Unit shall have one vote for each Unit owned by said owner. The method of voting shall be as specified in the Bylaws.

ARTICLE 9

SPECIAL DECLARANT RIGHTS

Declarant reserves the right until the 12th day of April, 2000, to designate one of the Units as a model unit and sales office in the condominium and initially designates Unit 202E for said purpose. Declarant also has certain rights as set forth in Article 12.5.

ARTICLE 10

USE OF PROPERTY

10.1 Residential Use. Each Unit is to be used for residential purposes only. No noxious or offensive activities shall be carried on in any Unit, nor shall anything be done therein which may be, or become, an annoyance or nuisance to other owners.

10.2 Animals. No animals, which term includes living creatures of any kind, shall be raised, bred or kept in any Unit or on the common elements or limited common elements except as prescribed in this paragraph. Small domestic dogs, cats, and other household pets must first be deemed acceptable by the Board of Directors. Following such acceptance, no such dogs, cats, or other household pets shall be permitted to run at large nor shall be kept, bred, or raised for commercial purposes or in unreasonable numbers. All pets shall be carried or kept on a leash while outside a Unit, and allowing an unescorted pet outside a Unit at any time shall be considered a violation of this paragraph. No pet shall be permitted to cause or create a nuisance, or unreasonable disturbance, or noise. The pet owner must prevent inconvenience, damage, nuisance or unpleasantness caused by such pet; and any inconveniences, damage nuisance or unpleasantness caused by such pet shall be the sole responsibility of the pet's owner, including the responsibility for the prompt removal of wastes of their pets from all common elements and limited common elements. A Unit Owner may be required to remove a pet upon receipt of the third notice in writing from the Board of Directors of violation of any rule, regulation, or restriction governing pets within the Condominium. The Board of Directors may exercise this authority for specific animals even though other animals are permitted to remain.

10.3 Leasing and Rental of Units. With respect to the leasing, renting, or creation of any kind of tenancy of a Unit by its Owner, such Owner shall be prohibited from leasing or renting less than the entire Unit or for a term of less than thirty (30) days. All leasing or rental agreements shall be in writing and contain a provision clearly stating that such leasing or rental agreement is subject to the Declaration and Bylaws of Bayside West, and that a default by the tenant in complying with the Declaration and Bylaws shall constitute a default under the lease or rental agreement. The Unit Owner shall remain liable for the payment of all assessments and other sums due to the Association during the term of the lease or rental period.

ARTICLE 11

MAINTENANCE OF COMMON ELEMENTS

11.1 Responsibility for Maintenance. The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws.

11.2 Mortgagee's Rights Upon Failure to Maintain. If the Mortgagee of any Unit determines that the Board of Directors is not providing an adequate maintenance, repair, and replacement program for the common elements, such Mortgagee, at its options, may give a notice to the Board of Directors by delivering same to

the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

ARTICLE 12

EASEMENTS

12.1 In General. Each Unit has an easement in and through each other Unit and the common elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each Unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common elements reserved by law.

12.2 Encroachments. To the extent not provided for in Article 4.4, each Unit and all common elements shall have an easement over all adjoining Units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang, or projection. There shall be valid easements for the maintenance of the encroaching Units and common elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment. This provision does not relieve a Unit Owner of liability in the case of willful misconduct of the Unit Owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Survey Map and Plans. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

12.3 Granting of Easements by Association. The Association, upon prior approval of 75 percent of the voting power of the Unit Owners, may execute, acknowledge, deliver, and record on behalf of the Unit Owners leases in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and

adjacent to the Condominium. Any such instrument shall be executed by the president and secretary of the Association. No such interest may be granted with regard to a limited common element unless the Owners and Mortgagees of the Units having the right to use such limited common element join in the instrument granting the interest.

12.4 Right of Entry. The Board of Directors of the Association, managing agent, manager or any other person authorized by the Board of Directors shall have the right to enter any Unit in the case of an emergency originating in or threatening such Unit or other condominium property, whether or not the Owner is present at the time. Such persons shall also have the right to enter any Unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

12.5 Easements for Declarant. Declarant and Declarant's agents, successors, and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to the existing structures, for the purposes of carrying out sales and rental activities necessary or convenient for the sale or rental of Units owned by Declarant and used by Declarant for a model or sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Washington Condominium Act or reserved in this Declaration.

ARTICLE 13

APPROVAL BY MORTGAGEES

13.1 Notice of Action. Upon written request to the Association identifying the name and address of the Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor and the Unit Number of the Unit on which it has (or insures or guarantees) the Mortgage, any such Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Condominium or affects the Unit securing its Mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an Owner of any Unit on which it holds the Mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require consent of a specified percentage of Eligible Mortgage Holders holding a "first mortgage" (this term would include subordinate mortgage holders who obtain first mortgage status by the satisfaction or release of mortgages having priority) as required by this article.

13.2 Termination and Amendment to Documents.

13.2.1 The approval of Eligible Mortgage Holders holding a "first mortgage" on Units which have at least eighty percent (80%) of the voting rights of Units subject to Eligible Mortgage Holder Mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.

13.2.2 Except when a greater percent is required by the Declaration or the Washington Condominium Act, the consent of the Owners of the Units holding at least sixty-seven percent (67%) of the voting rights and the approval of Eligible Mortgage Holders holding "first mortgages" on Units which have at least sixty-seven percent (67%) of the voting rights of the Units subject to Eligible Mortgage Holder Mortgages shall be required for any amendments of a material nature to the Declaration. Any amendment to the Declaration which changes any of the following shall constitute a material change:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (d) Responsibility for maintenance and repairs;
- (e) Re-allocation of interests in the general or limited common elements, or rights to their use;
- (f) The boundaries of any Unit;
- (g) Conversion of Units into common elements or of common elements into Units;
- (h) Insurance or fidelity bonds;
- (i) The leasing of Units;

(j) Imposition of any restriction on the right of a Unit Owner to sell or transfer his or her Unit;

(k) A decision by the Association to establish self-management when professional management had been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;

(l) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;

(m) Any provisions that expressly benefit Mortgage Holders, insurers or guarantors.

13.2.3 An addition or amendment to the Declaration shall not be considered material for purposes of Section 13.2.2 if it is for the purpose of correcting technical errors, or for clarification only. Any Eligible Mortgage Holder who receives a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall, after it receives proper notice of the proposal and provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 Additional Approvals. In addition to any other approvals required by the Washington Condominium Act or the Declaration, the prior written approval of eighty percent (80%) of the eligible mortgage holders of "first mortgages" on Units in the Condominium (based upon one vote for each first Mortgage owned) and of the Unit Owners (other than Declarant) must be obtained for the following:

13.3.1 Abandonment or termination of the Condominium regime.

13.3.2 Except as provided in Section 15.4, any change in the pro rata interest or obligations of any individual Unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the common elements.

13.3.3 The partition or subdivision of any Unit.

13.3.4 Abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the

Association pursuant to Article 12.3 shall not be deemed a transfer within the meaning of this clause.

13.3.5 Use of hazard insurance proceeds for losses to any condominium property, whether to Units or to common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or common elements of the condominium project.

13.4 Notice to Eligible Mortgage Holders of Defaults. Any eligible Mortgage Holder, upon request, will be entitled to written notification from the Association of any default in the performance by the Owner of the Mortgaged Unit of any obligation under this Declaration, the rules and regulations or the Bylaws which is not cured within 60 days.

ARTICLE 14

ASSOCIATION OF UNIT OWNERS

14.1 Organization. The "Association of Unit Owners of Bayside West, a Condominium" has been formed as a Washington non-profit corporation and said organization has been referred to herein as the "Association". Said Association has been organized to, and shall continue to, serve as a means through which the Unit owners may take action with regard to the administration, management and operation of the condominium.

14.2 Membership; Board of Directors. Each Unit Owner shall be a member of the Association. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

14.3 Powers and Duties. The Association shall have such powers and duties as may be granted to it by the Washington Condominium Act, including each of the powers set forth in RCW 64.34.304, together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 Adoption of Bylaws, Declarant Control of Association. Bylaws for the Association have been adopted. Declarant previously appointed an interim Board of Directors of the Association and has subsequently voluntarily turned over the control of the association to a Board of Directors elected by members of the Association.

ARTICLE 15

SKYLINE BEACH CLUB

In addition to membership in the Association, each Unit owner shall become a member of the Skyline Beach Club, Inc., a Washington non-profit corporation, and shall be subject to all rights, duties, privileges, and obligations (including being subject to annual and special assessments) associated with said membership as fixed by the Articles of Incorporation and Bylaws of said corporation.

ARTICLE 16

AMENDMENT

16.1 How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Unit Owners holding twenty percent (20%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

16.2 Approval Required. Except as may otherwise be provided in this Declaration or by the Washington Condominium Act, this Declaration may be amended if such amendment is approved by Unit Owners holding sixty-seven percent (67%) of the voting rights of the Condominium and by Mortgagees to the extent required by Article 13. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses, right to common profits, or voting rights of any Unit unless such amendment has been approved by the Owners and Mortgagees of the affected Unit. Any amendment which would limit or diminish any special Declarant rights established in the Declaration shall require the written consent of the Declarant.

16.3 Recordation. The amendment shall be effective upon recordation in the Records of Skagit County, Washington, certified to by the president and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Washington Condominium Act.

ARTICLE 17

SEVERABILITY

Each provision of this Declaration shall be deemed independent and severable, and the validity or partial invalidity of any

provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration.

ARTICLE 18

DECLARANT DECLARATIONS

The Declarants hereby submit any and all interest that they may have in the real property described on Exhibit A, and as described on the Survey Map and Plans for a condominium solely to meet the requirements of the Washington Condominium Act, RCW 64.34., et seq., and not for any public purpose.

The Declarants further certify that all structural components and mechanical systems of the buildings containing the Units created by this condominium are substantially completed.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 2nd day of JULY, 1993.

Harold W. Mousel
HAROLD W. MOUSEL

Violet J. Mousel
VIOLET J. MOUSEL

IN WITNESS WHEREOF, the undersigned, as the Chairman and Secretary of "Association of Unit Owners of Bayside West, a Condominium" hereby certify that the membership has approved the matters set forth in this Declaration and that the amendments to the Declaration have been adopted in accordance with this Declaration. The undersigned do not sign as the Declarant, and all references in this Amended Declaration to the Declarant refer to Harold W. Mousel and Violet J. Mousel. They have caused this Declaration to be executed this 2nd day of July, 1993.

Yale W. Gifford
YALE W. GIFFORD, Chairman
Allen B. Hatfield
ALLEN B. HATFIELD, Secretary

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that HAROLD W. MOUSEL and VIOLET J. MOUSEL signed this instrument and

acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7/2/93 James E. Anderson
Notary Public in and for the State of
Washington, residing at
Anacortes.
My appointment expires: 1/20/95.

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that YALE W. GIFFORD and ALLEN B. HATFIELD signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Chairman and Secretary of ASSOCIATION OF UNIT OWNERS OF BAYSIDE WEST, a Condominium, a non-profit corporation, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: July 1, 1993 James E. Anderson
Notary Public in and for the State of
Washington, residing at
Anacortes.
My appointment expires: 1/20/95.

EXHIBIT A

LEGAL DESCRIPTION

Tract 1 of SHORT PLAT NO. AN-84-001, approved October 24, 1984, and recorded October 24, 1984, in Volume 6 of Short Plats, pages 183 through 185, under Auditor's File No. 8410240028, records of Skagit County, Washington; being a portion of Lot 16, Skyline No. 19, in Section 27, Township 35 North, Range 1 East of the Willamette Meridian.

Situate in Skagit County, Washington.

TOGETHER WITH a 20 foot wide easement for ingress, egress, and utilities over the south half of Tract B of Skyline No. 18 as disclosed on the face of the above described short plat. Situated in the city limits of Anacortes, Skagit County, Washington.

The above-described Tract 1 is **SUBJECT TO** the following:

1. The rules, regulations, and assessments of the Skyline Beach Club, Inc., a Washington non-profit corporation.

BK1209PG0516

2. Easement, including the terms, covenants, and provisions thereof, granted by instrument

Recorded: January 26, 1962

Auditor's No.: 617291, records of Skagit County, WA

To: Puget Sound Power & Light Company

For: Electric transmission and/or distribution line(s), together with necessary appurtenances

Affects: The exact location of said easement right is not disclosed on the record.

3. Terms, conditions and provisions as set forth in that certain "Clarification Deed of Easement";

Recorded: August 8, 1979

Auditor's No.: 7908080063, records of Skagit County, WA

Grantor: Skyline Marine Owners Association

Grantee: Skyline Associates

4. Provisions and conditions contained in the dedication of Skyline no. 19 as follows:

Right of the public to make all necessary slopes for cuts and fills, and the right to continue to drain said streets, roads and ways shown hereon;

ALSO, following original reasonable grading of roads and ways herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or hamper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

5. Easement provisions contained on the face of Skyline No. 19, as follows:

A non-exclusive easement is hereby reserved for and granted to the City of Anacortes under and upon each side of the common boundary line between Lots 15 and 16, extending from Skyline Way to the Inner Harbor Line.

6. Covenants, conditions, restrictions, and easement in Declaration of Restrictions;

Dated: August 14, 1980

Recorded: August 19, 1980

Auditor's No.: 8008190071, records of Skagit County, WA

Executed By: Skyline Associates

7. Easement delineated on the face of the above referenced Short Plat;

For: Storm Sewer

Affects: The Westerly 10 feet

8. Easement Agreement and maintenance obligation, including the terms, covenants, and provisions thereof, entered into;

By: Harold Mousel; and
Between: Skyline Associates, et al
Recorded: July 31, 1981
Auditor's No.: 8107310041, records of Skagit County, WA
Providing: For a right of way, restrictions, and maintenance obligations affecting other property and for obligations relating to access to the herein described premises
Affects: Said premises and other property

9. Covenants, conditions and restrictions in Declaration of Restrictions;

Dated: August 14, 1980
Recorded: August 19, 1980
Auditor's No.: 8008190072, records of Skagit County, WA

10. Easement for ingress, egress and utilities granted by various instruments of record in favor of Apartment Owners of Bayside East, a condominium.

11. Public Access Easement as delineated on the face of the above referenced Short Plat and as disclosed on the Survey Map and Plans filed coincident with the Declaration.

12. Existing underground cables as delineated on the face of the above referenced Short Plat.

13. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the State, granting right of way across lands belonging to the State," approved March 9, 1893;

Affects: Tidelands

14. Exceptions and reservations contained in Deed from the State of Washington, under which title to said tidelands is claimed hereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing, and working mines, etc., provided that no rights shall be exercised until provisions has been made for full payment of all damages sustained by reason of such entry;

Auditor's No.: 91959, records of Skagit County, WA
Affects: Tidelands

15. Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire the right of way for private railroads, skid roads, flumes, canals, water courses, or other easements for transporting and moving timber, stone, minerals, or other products from other lands, contained in Deed from the State of Washington;

Auditor's No.: 91959, records of Skagit County, WA

16. Any prohibition or limitation on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

17. Easement rights of the owners and occupiers of Tract 2 of the above described Short Plat for the use of the stairway for access to the shoreline of Burrows Bay.

The following matters of record refer to the 20-foot easement over the south half of Tract B of Skyline No. 18 referred to above:

18. Maintenance and easement provisions contained on the face of Skyline No. 18, as the same affects Parcel B, as follows:

"The provision is made under the terms of the protective covenants to which the property is subject for the maintenance of any private road shown on the face of this plat by the Skyline Beach Club, Inc. The City of Anacortes has no obligation for the maintenance or repair of any private road shown on the face of this plat. Before consideration of any proposal which dedicates such roads to the public hereafter, such roads must then meet the standards of City of Anacortes.

An easement is hereby reserved to the City of Anacortes for utility purposes over and across Tract B."

19. Easement, including the terms, covenants, and provisions thereof, granted by instrument

Recorded:	October 26, 1970
Auditor's No.	745030, records of Skagit County, WA
In favor of:	The City of Anacortes
For:	Utilities and drains
Affects:	Parcel B

20. Easement, including the terms, covenants, and provisions thereof, granted by instrument

Recorded:	August 11, 1975
Auditor's No.	821776, records of Skagit County, WA
In favor of:	Division 18 Condominium Dock Owners Association
For:	Ingress and egress (Affects Parcel B)

21. Easement, including the terms, covenants, and provisions thereof, granted by instrument

Recorded:	July 31, 1981
Auditor's No.	8107310041 records of Skagit County WA
In favor of:	Harold Mousel or his heirs, successors or assigns as the owners of Skyline No. 19
Affects:	Parcel B

22. Easement, including the terms, covenants, and provisions thereof, granted by instrument

Recorded:

Auditor's No.

In favor of:

For:

August 31, 1984

8408310010 records of Skagit County WA

Cascade Natural Gas Corporation

Pipelines for oil, gas, and the products thereof (Affects Parcel B)

23. Future assessments for the maintenance and upkeep of Skyline Way.

EXHIBIT B

The primary references to this Exhibit are set forth in Articles 4.2 and 7 of the Declaration. The type of heat and heat service for all units of the condominium is gas forced air. None of the Units in the condominium have moorage slips assigned to them. Set forth below is more detailed information concerning the individual Units of the condominium:

Unit Number	Floor Level	Number of Bdrms.	Number of Baths	*Number of Parking Spaces C=Covered U=Uncovered	Number of Fire-places	Approx. Area in square feet	Allocated interest in Common Elements
101E	1st	3	2	1C 1U	1	2,308	8.25%
102E	1st	1	1.5	1C 1U	1	1,535	5.49%
103E	1st	3	2	1C 1U	1	2,161	7.73%
201E	2nd	3	2	1C 1U	1	2,350	8.4%
202E	2nd	2	2	1C 1U	1	1,645	5.9%
203E	2nd	2	2	1C 1U	1	1,615	5.78%
204E	2nd	3	2	1C 1U	1	2,188	7.82%

*In addition to the parking spaces assigned to the individual Units, there are two uncovered (U) guest parking spaces that are a part of the common elements.

EXHIBIT B - PAGE 2

Unit Number	Floor Level	Number of Bdrms.	Number of Baths	Number of Parking Spaces C=Covered U=Uncovered	Number of Fire- places	Approx. Area in square feet	Allocated Interest in Common Elements
101W	1st	3	2	1C 1U	1	2,304	8.23%
102W	1st	1	1.5	1C 1U	1	1,702	6.09%
103W	1st	3	2	1C 1U	1	2,164	7.74%
201W	2nd	3	2	1C 1U	1	2,316	8.28%
202W	2nd	3**	3.5	2C 1U	2	3,456	12.36%
203W	2nd	3	2	1C 1U	1	2,218	7.93%

Total
Area:
27,962

Total
%:
100%

**Unit 202W has another room that could be used as a bedroom, but its initial primary designation is as a den.

9307020031

9307020031

BK.1209PG0522