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P.O. BOX 727

ANACORTES, WA 98221

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RECEIVED OF \_\_\_\_\_

DOCUMENT TITLE(S) (or transactions contained herein):

DECLARATION SUBMITTING MARITIME BUILDING CONDOMINIUM TO CONDOMINIUM OWNERSHIP  
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

| | ADDITIONAL REFERENCE NUMBERS ON PAGE \_\_\_\_\_  
OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Van Sealon Inc. by Richter, Joachim as President
- 2.
- 3.
- 4.

| | ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. No Grantee
- 2.
- 3.
- 4.

| | ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Parcel A - Tract 7, Skyline No. 13, according to the plat thereof recorded  
in Vol. 9 of Plats, pgs 96 and 97, records of Skagit County, Washington  
Parcel B - That portion of Govt Lot 5, Section 23, Twnshp 35 N, Rge 1  
East of the Willamette Meridian | | ADDITIONAL LEGAL(S) ON PAGE 27 OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 3828-000-007-0007 P60077, 3828-000-007-0106 P60078,  
350128-0-011-0607 P32461

| | TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_\_ OF DOCUMENT.

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DECLARATION

for:

M A R I T I M E   B U I L D I N G   C O N D O M I N I U M

1909 SKYLINE WAY, ANACORTES, WASHINGTON

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DECLARATION  
FOR  
MARITIME BUILDING CONDOMINIUM

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EXHIBIT A - Consisting of 1 page

EXHIBIT B - Consisting of 1 page

DECLARATION SUBMITTING  
MARITIME BUILDING CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 31<sup>st</sup> day of January, 1997, by Van Sealon Inc., a Washington corporation, hereinafter referred to as "Declarant".

Declarant proposes to create a condominium to be known as Maritime Building Condominium, which will be located in Skagit County, Washington. The purpose of this Declaration is to submit all of the real property described on Exhibit A, which is attached hereto and incorporated by reference herein, to condominium form of ownership in the manner provided by the Washington Condominium Act.

NOW THEREFORE, Declarant does hereby 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 the Association.

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

1.4 "Condominium Act" means the Washington Condominium Act, codified as RCW 64.34, as it may be from time amended.

1.5 "Condominium" means all of that property submitted to the condominium for ownership by this Declaration.

1.6 "Declarant" means Van Sealon Inc., a Washington corporation and its successors and assigns.

CONDOMINIUM DECLARATION - 1

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

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

1.9 "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.

1.10 "Owner" means the Declarant, a natural person or persons, corporation, partnership, limited partnership, trust, or other legal entity that 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.

1.11 "Survey map and plans" means the survey map and plans of Maritime Building Condominium, recorded simultaneously with the recording of this Declaration, bearing recording number **9701310007** and in Volume 16 of survey map and plans, pages 156, 157, & 158.

1.12 "Unit Number" means a alphabetical letter or number 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 Condominium Act, the statutory definition will control.

## ARTICLE 2

### SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Washington Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in Skagit County, Washington, and is more particularly described in the attached Exhibit A. 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 "Maritime Building Condominium", which shall be referred to herein as the "Condominium". The address of Condominium shall be 1909 Skyline Way, a public street in Anacortes, Washington 98221.

### ARTICLE 4

#### UNITS

##### 4.1 General Description.

The condominium shall consist of one two-story building with three commercial units on the first level and three residential units on the second level, and seven units which are open moorage slips. The building shall be of wood frame construction with stucco siding on the first level and clear cedar siding on the second level and shall have a metal roof. The moorage slips shall be open water adjacent to docks.

##### 4.2 Location and Designation of Units.

The condominium shall consist of a total of 13 units. The dimensions, designation and location of each Unit are shown in the survey map and plans, which is made a part of this Declaration as if fully set forth herein. The approximate area of each Unit is shown on the attached Exhibit B which is attached hereto and incorporated herein. Exhibit B contains the required information applicable to each unit not otherwise covered in the body of this Declaration.

##### 4.3 Boundaries of Units.

###### 4.3.1 Units in Building.

The units in the building shall be bounded by the interior surfaces of their 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.

#### 4.3.2 Moorage Slip Units.

Each moorage area (which also is referred herein as a "slip") is a unit. All seven (7) of the moorage slips are open moorage slips and are served by electricity and water service. The horizontal boundaries of the Units are the fixed lines delineated on the face of the Survey Map and Plans. The lower vertical boundary of each Unit is 30 feet below the mean lower low water datum of Flounder Bay. The upper vertical boundary of each Unit is 120 feet above the mean lower low water datum of Flounder Bay. All space within the boundaries of the moorage unit, whether occupied by earth, water or air or floating or fixed objects, is part of the Unit. Objects located within the boundaries of the Unit are not part of the Unit.

4.4 Monuments as Boundaries. The physical boundaries of Units 101, 102, 103, 201, 202, and 203 that are constructed in substantial accordance with the survey map and plans become their boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movement of the Units or minor variances between boundaries shown on the Survey Map and Plans and those of the Units.

### ARTICLE 5

#### COMMON ELEMENTS

5.1 Description. The common elements consist of everything except the Units.

5.2 Use. Except for those common elements designated as limited common elements in Article 6 below, each owner shall have the right to use the common elements in common with all other owners. This right extends to each owner and their agents, servants, tenants, family members, invitees and licensees. The right to use the common elements shall be governed by the provisions of the condominium act and this declaration.



## ARTICLE 6

### LIMITED COMMON ELEMENTS

The limited common areas and facilities are reserved for the exclusive use of the unit or units to which they are adjacent or assigned as set forth below and as may be more particularly shown on the survey map and plans. Said limited common areas consist of :

6.1 Parking Spaces. The condominium has uncovered parking spaces and covered and enclosed parking spaces. The covered and enclosed parking spaces are referred to on the Survey Map and Plans as "garage". The boundaries of the following parking spaces are defined by the interior surfaces of said spaces and/or the striping delineating said parking spaces as is set forth on the survey map and plans:

6.1.1 Unit 101 shall have six (6) uncovered parking spaces.

6.1.2 Unit 102 shall have two (2) uncovered parking spaces.

6.1.3 Unit 103 shall have three (3) parking spaces. One of the parking spaces is covered and enclosed and two (2) of the parking spaces are uncovered.

6.1.4 Units 201, 202, and 203 shall each have two (2) parking spaces. One of the parking spaces for each unit is covered and enclosed and one of the parking spaces for each unit is uncovered.

6.1.5 Unit A shall have two (2) uncovered parking spaces. Units B, C, D, E, F, and G shall each have one (1) uncovered parking space.

6.1.6 There shall be one (1) handicapped parking space which is uncovered and is located near the western boundary of the condominium which shall be considered a part of the common elements and shall be for the use and benefit of business invitees, visitors, and guests of the owners of all of the units.

6.1.7 The parking spaces are to be used for the parking of operable passenger motor vehicles only, and any other use shall only be to the extent expressly authorized by

rules and regulation that may be adopted by the board. The Board may direct that any vehicle or other thing improperly parked or kept in a parking space be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the Owner thereof.

6.1.8 The parking spaces shall bear the number or letter of the Unit to which they are assigned as is shown on the survey map and plans; provided, however, that any such parking space may be transferred so as to pertain to a different Unit by an amendment to this Declaration executed by the Owner and any Eligible Mortgage Holder of the Unit to which the parking space previously pertained and by the Owner of the Unit to which the space is being transferred. Such transfer shall be effective upon approval by the Board of directors and the recording of such amendment with the Auditor of Skagit County, Washington. No transfer, however, shall be such as to leave any Unit without at least one parking space reserved to it as a limited common element.

6.2 Any shutters, awnings, window boxes, doorsteps, balconies, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside of the Units boundaries.

6.3 There are two (2) bathrooms on the first level of the building which are reserved for Units 101, 102, and 103.

6.4 The hallway adjacent to the two (2) bathrooms referred to in 6.3 above is reserved for Units 101, 102, 103, and 203. Units 101, 102, and 103 shall use said hallway for purposes of obtaining access to the two bathrooms. Unit 203's use of said area is for the purpose of accessing the elevator to Unit 203 and the mechanical room adjacent to said elevator.

6.5 There are three (3) elevators in the condominium and each elevator, and the mechanical room (designated on the Survey Map and Plans as MR) which is adjacent to each of said elevators, is reserved for the exclusive use of Units 201, 202, and 203 as designated on the survey map and plans.

6.6 A stairway and associated landing areas on the ground floor and second floor in the southwestern portion of the building are reserved for the use of Unit 203 subject to the right of egress of Units 201 and 202 only in the event of an emergency.

6.7 The landing areas, hallways and stairway on the ground floor and second floor immediately adjacent to the east of the elevators for Units 201 and 202 are reserved for the use of said Units.

6.8 The hallway on the ground floor adjacent to the western boundary of the enclosed parking space assigned to Unit 202 is reserved for Units 201 and 202.

6.9 Immediately adjacent to the hallway referred to in 6.8 above is a storage area which is reserved for Unit 202.

6.10 In the northeasterly portion of the second floor there is one deck reserved for Unit 201 and one deck reserved for Unit 202.

6.11 In the southern portion of the building on the second floor there are two (2) decks reserved for Unit 203.

6.12 In the northwesterly portion of the second level there is one deck reserved for the exclusive use of Unit 201 and one deck reserved for Unit 202. Unit 201 shall have the right to utilize the deck assigned to Unit 202, and the stairway assigned to Unit 203, only for the purpose of egress in the event of an emergency. Unit 202 will have the right to use the stairway assigned to Unit 203 only for the purposes of egress in the event of an emergency.

6.13 As disclosed on the survey map and plans, on the ground level at the southerly portion of the condominium (which is to the south of the concrete wall disclosed on said survey and on a line extended to the west from said wall) is a boat ramp, an adjacent gravel area used for a staging area for said ramp, and a multipurpose area to the south of the boat ramp, which are reserved for the exclusive use of Unit A. This area includes all of the area to the southern boundary line easterly from the north south line delineated on the survey map and plans as NO 19'24" E to the westerly boundary of Unit A.

6.14 The docks running in an east west direction shall be for the use of the units immediately adjacent to them. The dock delineated "LCE A-B" shall be for the use of Units A and B; the dock delineated "LCE C-D" shall be for the use of Units C and D; and the dock delineated "LCE E-F" shall be for the use of Units E and F.

6.15 In the eastern portion of the condominium, the security gate immediately to the south of the parking space allocated to Unit D, and all of the condominium property east and south of the retaining wall (except for the docks and areas referred to in Articles 6.13 and 6.14 above), if not otherwise designated as units, is reserved for the use of Units A, B, C, D, E, and F. This shall include, but not be limited to, the security gate, ramp, dock designated as "main dock", pilings, dolphins, and waterways. This also includes any meter devices or service hook-ups or any other fixture which lies partially within and partially outside the designated boundaries of units which serve more than one unit or any portion of a limited common element.

6.16 At the northeastern portion of the condominium, those portions of the ramp, dock, and pilings/dolphins that are on the condominium property are reserved for the exclusive use of Unit G. This shall also include any meter devices or service hookups or any other fixture which lies within the designated boundaries of Unit G.

6.17 The rectangular shaped area in the southeastern corner of the condominium property is exclusively for the use of Unit A.

6.18 The rectangular shaped area immediately to the north of the area referred to in the preceding Article shall be for the exclusive use of Units A, B, C, D, E, and F.

6.19 The square shaped area immediately to the east of the dock between Units E and F is exclusively for the use of Units E and F.

6.20 If any shoot, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside of 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.

6.21 The sign located near the western boundary of the property shall be reserved for the joint use of the owners of Units 101 and 102.

## ARTICLE 7

### ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each unit shall have an undivided ownership interest in the common elements which has been determined by the assignment of a value (which has been arbitrarily assigned to establish the ratios referred to herein and do not necessarily reflect the price that the units will be offered for sale) to each unit and taking the ratio by which the value of each unit bears to the total value assigned to all of the units combined, as shown on the attached Exhibit B.

## ARTICLE 8

### ALLOCATION OF PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. Except as provided for below, the common profits and common expenses of the Condominium shall be allocated to the Owner of each Unit according to the allocation of undivided interest of such Unit in the common elements. Except upon termination of the Condominium 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 Special Limited Common Expenses.

8.2.1 The owner of Unit 203 shall be responsible for all of the expenses connected with the maintenance, repair and/or replacement of the stairway and landing areas referred to in Article 6.6 above.

8.2.2 The expenses related to the cleaning, maintenance, repair and replacement of the bathrooms referred to in Article 6.3 above shall be allocated as follows: seventy percent (70%) to Unit 101; ten percent (10%) to Unit 102; and twenty percent (20%) to Unit 103. The foregoing allocation is based upon the estimated usage by each unit of the bathrooms.

8.2.3 Units 201, 202, and 203 shall each be solely responsible for the expenses connected with the maintenance, repair, and/or replacement of the elevators and mechanical rooms which are adjacent to and reserved for their respective units.

8.2.4 Units 103, 201, 202, and 203 shall each be solely responsible for the expenses connected with the maintenance and repair of the covered and enclosed parking spaces assigned to their respective units.

8.2.5 Units 201 and 202 shall each be responsible for fifty percent (50%) of the expenses connected with the maintenance, repair and replacement of the landing areas, stairway, and hallways assigned to them in Articles 6.7 and 6.8 above. This allocation is based upon the assumption that each unit owner will utilize the foregoing areas Fifty percent (50%) of the time.

8.2.6 Unit 202 shall be responsible for the expenses connected with the maintenance, repair and replacement of the storage area referred to in Article 6.9 above.

8.2.7 Unit A shall be solely responsible for the expenses connected with the maintenance, repair, and/or replacement of the gravel "staging area", the boat ramp and other areas referred to in Article 6.13 above.

8.2.8 Units 201, 202, and 203, shall each be responsible for the expenses connected with the maintenance, repair and replacement of the two (2) decks assigned to them in Articles 6.10, 6.11, and 6.12 above.

8.2.9 The owners of Units A, B, C, D, E, F, and G shall each be responsible for the expenses connected with the maintenance, repair, and replacement of the cleats, rollers, bumpers, wooden rub rails, and dock boxes, if any, in or adjacent to their respective units and shall keep the open water portion of their unit, or on the docks adjoining each unit, free from obstruction and debris.

8.2.10 The owners of Units A, B, C, D, E, F, and G shall be responsible for the dredging of the waterways within the condominium and for any insurance connected with insurance for the limited common areas referred to in Articles 6.15 and 6.16 above. Their respective share of said expenses has been determined by the ratio by which the value assigned to each unit bears to the value of all units which are moorage slips and those percentages shall be as follows: Unit A 14.9 percent; Unit B 13.5 percent; Unit C 13.3 percent; Unit D 13.3 percent; Unit E 13.5 percent; Unit F 15 percent; and Unit G 16.5 percent (all of the foregoing percentages total

100 percent). All decisions connected with the foregoing matters shall require a vote of 51 percent or more of the owners of said units with each unit owners vote being weighted in the same percentages as set forth above.

8.2.11 The owners of Unit A and B shall each be responsible for the maintenance, repair, and replacement of the dock they share in common with one another (see Article 6.14 above). The same shall apply to the owners of Units C and D as to the dock that they share in common, and the owners of Units E and F as to the dock that they share in common. This allocation of expense is based upon the assumption that each unit owner will use their respective dock fifty percent (50%) of the time. All decisions connected with the foregoing matters for each dock shall require the unanimous consent of the two owners of the units adjacent to the dock for which a decision is required.

8.2.12 All other expenses connected with the maintenance, repair, and/or replacement of the limited common areas referred to in Article 6.15 above, shall be the responsibility of the owners of Units A, B, C, D, E, and F. Their respective share of said expenses has been determined by the ratio by which the value assigned to each unit bears to the value of those six (6) moorage slips and those percentages shall be as follows: Unit A 17.8%; Unit B 16.2%; Unit C 16%; Unit D 16%; Unit E 16.2%; and Unit F 17.8% (all of the foregoing total 100%). All the decisions connected with the foreclosure going matters shall require a vote of 51 percent or more of the owners of said units with each unit owners vote being weighted in the same percentages as set forth above.

8.2.13 All other expenses connected with the maintenance, repair, and/or replacement of the limited common areas referred to in Article 6.16 above, and the ramp, dock, pilings/dolphins in the easement area referred to below in Article 12.8 shall be the responsibility of the owner of Unit G. Said owner and the association shall seek contribution from the owners of the property to the north of the condominium for their share of said expenses and any funds received by the association from said owners shall be allocated to those expenses.

8.2.14 All expenses connected with the maintenance, repair, and replacement of the sign referred to in Article 6.21 above shall be the responsibility of the owners of Units

101 and 102 with the owner of Unit 101 being responsible for 70% of said costs and the owner of Unit 102 being responsible for 30% of said costs. The foregoing allocation is based upon the estimated area of the sign being utilized by each of the unit owners. All decisions connected with the foregoing matters shall require a vote of 51% or more of the owners of said units with each unit owner's vote being weighted in the percentages set forth above. All expenses connected with the replacement of advertising on the sign for an individual unit shall be at that unit owners sole expense.

8.3 Building Common Expenses. All expenses connected with the insurance, and the maintenance, repair, and/or replacement of the building shall be the sole responsibility of the owners of Units 101, 102, 103, 201, 202, and 203. Their respective share of said expenses has been determined by the ratio by which the value assigned to each unit bears to the total value of all units in the building combined and those percentages shall be as follows: Unit 101 22.7%; Unit 102 2.2%; Unit 103 6.1%; Unit 201 23.5%; Unit 202 24.8%; and Unit 203 20.7% (all of the foregoing percentages total 100%). All decisions connected with the foregoing matters shall require a vote of 51 percent or more of the owners of said units with each unit owners vote being weighted in the percentages set forth above.

8.4 Allocation of Voting Rights. Except as specifically provided for above, each Unit Owner's vote in the affairs of the Association, and for the purposes of this Declaration, shall have a vote that shall be weighted in the same percentages for each unit as referred to in Article 7 above and set forth on Exhibit B. The method of voting on all matters shall be as specified in the Bylaws.

#### ARTICLE 9

##### SPECIAL DECLARANT RIGHTS

The declarant reserves the following special declarant rights:

9.1 To complete or repair the improvements indicated on the survey map and plans.

9.2 To maintain a sales and/or management office and declarant initially designates Unit 103 for said purposes.



9.3 The right to maintain signs on the common elements advertising the condominium provided the same are in accord with the Anacortes Sign Ordinance and any other applicable local or state law.

9.4 To appoint or remove any officer or any member of the Board of Directors, or to veto or approve a proposed action with the Board or Association during any period of declarant control as provided under RCW 64.34.308 (4) and Article 17 below.

#### ARTICLE 10

##### USE OF PROPERTY

10.1 Units 101, 102, and 103 shall be used for commercial purposes only.

10.2 Units 201, 202, and 203 shall be used for residential purposes only.

10.3 Units A, B, C, D, E, F, and G shall be used for the purpose of mooring sail or power boats used for recreational and commercial uses; provided however, that no unit may be used for the purposes of mooring commercial fishing vessels other than those used for sport fishing.

10.4 No noxious or offensive activities shall be carried on in any unit or common element, nor shall anything be done therein that may be, or become an annoyance or nuisance to other owners.

10.5 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 Article. Household pets shall not be permitted to run at large or 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 Article. The owner of any pet shall be responsible for any nuisance, unreasonable disturbance, or noise caused by said pet, and shall take all necessary steps to eliminate the same, including the responsibility for the prompt removal of wastes of their pets from all common ele-

ments 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.

10.6. 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 Maritime Building Condominium, 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. The foregoing notwithstanding, no Unit shall be leased or sold as a time share.

10.7 Units 101, 102, and 103 may display signs advertising their respective businesses for so long as said signs are in compliance with the Anacortes Sign Ordinance and any other applicable state or local law or ordinance. In addition, said signs shall be tasteful, in keeping with the decor of the building and improvements, and subject to the prior approval of the Board of Directors of the Association.


10.8 Additional limitations on use are contained in the Bylaws and as may be set forth in rules and regulations adopted pursuant to the Bylaws. Each Unit and Owner shall be bound by each of such documents.

## ARTICLE 11

### MAINTENANCE

11.1 The responsibility for the maintenance and repair of the individual Units shall be the responsibility of the Owners of the individual Units.

11.2 The responsibility for the maintenance, repair, and replacement of any limited common elements, not otherwise pro-



vided for in Article 8 above, shall be the responsibility of the Owner of the Units to which said limited common elements are assigned; provided however, that in the event the Board of Directors of the Association determines that the applicable Unit Owners are not taking appropriate action, the Association shall assume said responsibilities and shall make a special assessment against the unit for the reasonable cost connected with the same.

## 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. Except as provided 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 or 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 seventy-five percent (75%) 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 chairman 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 Easement for Access.

The Owners of all of the Units have a non-exclusive easement for a firelane and ingress, egress, utilities, and purposes incidental thereto over the southern five (5) feet of the real property immediately adjacent to the north of the condominium as is set forth in a "Declaration of Easement" filed on October 12, 1994 under Skagit County Auditor's File No. 9410120064.

12.6 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 purposes 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 purposes 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.

12.7 Specific Easements. The following easements are reserved for the use and benefit of specific unit owners:

12.7.1 Unit 102 shall have an easement for access to said Unit through the doorway and hallway in the southwestern portion of Unit 101 and through said hallway for access to the hallway and bathrooms referred to in Articles 6.3 and 6.4.

12.7.2 Units 201 and 202 shall have easements for purposes of egress only in the event of an emergency over the stairway and landing areas referred to in Article 6.6 above.

12.7.3 Unit 203 shall have an easement through the hallway in the southwestern portion of Unit 101 for the limited purpose of accessing the mechanical room adjacent to the elevator assigned to Unit 203.

12.7.4 Units 102, 103, 201, 202, and 203 shall have an easement for purposes of accessing the telephone control system for the building located off the room located in the southwest corner of Unit 101.

12.7.5 Unit 202 shall have an easement through the enclosed parking space assigned to Unit 203 for the purpose of accessing the mechanical room adjacent to elevator assigned to Unit 202.

12.7.6 Units 103, 201, 202, and 203 shall have an easement for the purposes of walking on the ramps and docks referred to in Articles 6.14 and 6.15 above. Where applicable, said usage shall not interfere with the uses made of the limited common areas by the units to which they are assigned.

12.7.7 Unit 103 shall have a non-exclusive easement to the waterway over Unit A. This easement right is to facilitate the launching of boats and the loading of vehicles and/or cargo. Said usage shall be at prearranged times and shall be coordinated with the owner of Unit A and shall take into account the fact that the owner of Unit A shall be utilizing said waterway for the mooring of boats at the dock adjacent to Unit A.

12.8 In addition to the easement rights provided for in Article 12.5 above, the owner of Unit G shall have the easement rights established in a "deed and easement agreement" between declarant and the owners of the property immediately adjacent to the north of the condominium property as disclosed in a document recorded on the 23rd day of January, 1997 under Skagit County Auditor's File No. 9701230111.

#### 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 as required by this article.

##### 13.2 Termination and Amendment to Documents.

13.2.1 The approval of Eligible Mortgage Holders holding Mortgages 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, Bylaws 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 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 or Bylaws. Any amendment to the Declaration or Bylaws 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, except as otherwise provided in Article 6 above unless the same affects the unit in which the eligible mortgage holder has an interest;
- (f) The boundaries of any Unit;
- (g) Conversion of Units into common elements or of common elements into Units;
- (h) Expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium, except as provided in Article 15;
- (i) Insurance or fidelity bonds;
- (j) The leasing of Units;
- (k) Imposition of any restriction on the right of a Unit Owner to sell or transfer his or her Unit;
- (l) 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;

(m) 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;

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

13.2.3 An addition or amendment to the Declaration or Bylaws 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, this Declaration or the Bylaws, the prior written approval of eighty percent (80%) of the 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 status.

13.3.2 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 or 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 First Mortgagees 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. A Unit Owners Association shall be organized no later than the date the first unit in the condominium is conveyed. The Association shall be organized to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. The name of this Association shall be " Maritime Building Owners Association" and the Association shall be a Washington nonprofit corporation.

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. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided for in Article 17 below.

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 thirty percent (30%) 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 chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Washington Condominium Act.

ARTICLE 17

DECLARANT CONTROL PERIOD

17.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board; provided that (1) not later than sixty (60) days after conveyance of 25 percent of the Units to Owners other than the Declarant, at least one member and not less than 25 percent of the members of the Board must be elected by Owners other than the Declarant; and (2) not later than sixty (60) days after conveyance of 50 percent of the Units to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant.

17.2 Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of: (a) 60 days after conveyance of 75 percent of the Units to Owners other than the Declarant; (b) two years after the last conveyance or transfer of record of a Unit except as security for a debt; or (c) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If the Declarant voluntarily surrenders control pursuant to (c) above, the Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

17.3 Declarant's Transfer of Association Control. Within 60 days after the Transition Date, the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant including, but not limited to the documents and records required by RCW 64.34.312 (1).

17.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

[REDACTED]

17.5 Termination of Contracts and Leases Made By the Declarant. If entered into before the Board elected by the owners takes office (1) any management contract, employment contract, or lease of recreational or parking areas or facilities or (2) any other contract or lease between the Association and the Declarant or an affiliate of the Declarant, as defined by RCW 64.34.020 (1), may be terminated without penalty by the Association at any time after said Board is elected upon not less than 90 days notice to the other party or within such lesser notice period provided for without penalty in the contract or lease.

ARTICLE 18

CONVEYANCE BY OWNERS; NOTICE REQUIRED

The right of an Owner to a Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying (a) the Unit being sold; (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, if applicable, whether or not such information is requested. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. At the time of the first conveyance of each Unit, every mortgage, lien or other encumbrance affecting that Unit and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien or other encumbrance.

ARTICLE 19

SEVERABILITY

Each provision of this Declaration and the Bylaws 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 or the Bylaws.

ARTICLE 20

DECLARANT DECLARATIONS

20.1 Declarant, as the owner of the real property described on Exhibit A, hereby submits said property by this Declaration, and the survey map and plans being filed coincident herewith, for a condominium solely to meet the requirements of the Washington Condominium Act, RCW 64.34., et seq., and not for any public purpose.

20.2 Declarant further certifies that all structural components and mechanical system of Units 101, 102, 103, 201, 202, and 203 hereby created are substantially completed.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 29 day of Jan, 1997.

VAN SEALON, INC.

by

Joachim Richter  
JOACHIM RICHTER, President

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JOACHIM RICHTER signed this instrument, on oath stated that he is authorized to execute the instrument as the President of VAN SEALON INC., a corporation, to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

DATED: JANUARY 29, 1997

James E. Anderson  
Notary Public in and for the State of  
Washington, residing at ANACORTES  
My appointment expires: 1/20/98.

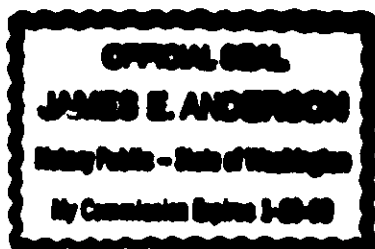


EXHIBIT A  
TO DECLARATION FOR MARITIME BUILDING CONDOMINIUM

PARCEL A:

Tract 7, SKYLINE NO. 13, according to the plat thereof recorded in Volume 9 of Plats, pages 96 and 97, records of Skagit County, Washington;

PARCEL B:

That portion of Government Lot 5, Section 28, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of Tract 7, Skyline No. 13, according to the plat thereof recorded in Volume 9 of Plats, pages 96 and 97, records of Skagit County, Washington;  
thence due East 100.00 feet to the Northeast corner thereof;  
thence due South 150.00 feet;  
thence West 100.00 feet to the point of beginning;

Situated in Skagit County, Washington.

EXHIBIT B TO MARITIME BUILDING CONDOMINIUM DECLARATION

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 units 101, 102, 103, 201, 202, and 203 of the condominium is gas forced air. The moorage slips are not heated. Set forth below is more detailed information concerning the individual Units of the condominium (N/A shall mean not applicable):

Unit Number	Floor Level	Number of Bdrms.	Number of Bathrms	Number of Built-in Fireplaces	Assigned Value in U.S. Dollars	Approx. Area in square feet	Allocated interest in Common Elements (Percentage)
101	1st	0	0	0	355,000	2,659	15.3
102	1st	0	0	0	35,000	238	1.5
103	1st	0	0	0	95,800	589	4.1
201	2nd	2	2	1	367,965	1,760	15.9
202	2nd	3	3	1	388,440	1,835	16.8
203	2nd	2	2	1	323,895	1,580	14.0
Slip A	N/A	N/A	N/A	N/A	112,200	1,964	4.8
Slip B	N/A	N/A	N/A	N/A	102,000	946	4.4
Slip C	N/A	N/A	N/A	N/A	100,300	893	4.3
Slip D	N/A	N/A	N/A	N/A	100,300	1,028	4.3
Slip E	N/A	N/A	N/A	N/A	102,000	1,158	4.4
Slip F	N/A	N/A	N/A	N/A	112,200	1,211	4.8
Slip G	N/A	N/A	N/A	N/A	124,100	1,213	5.4
TOTALS					2,319,200	17,074	100%