

Filed for Record at Request of.  
and After Recording Return to:  
Washington Park Condominium  
4807 Harbor View Place  
Anacortes, WA 98221

*File*

KATHY HILL

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**9708200032**

**Doc. Title:** Declaration of Washington Park Condominium  
**Grantor(s):** Don L. Robertson, Trustee for the Robertson Family Trust  
and Raymond C. Smith, Trustee for the Smith Family Trust  
**Grantee(s):** Washington Park Condominium  
**Legal Description:** Lots 9 and 10, Skyline Division No. 16, according to the plat thereof,  
recorded in Volume 10 of plats, pages 23 through 25, records of Skagit County, Washington.  
**Assessor's Property Tax Parcel or Acct. No.:** R77817, R77818

Island Title Co.  
SI-16717(BILL)

**DECLARATION**  
**OF**  
**WASHINGTON PARK CONDOMINIUM**

**9708200032**

BK1698PG0376

DECLARATION  
OF WASHINGTON PARK CONDOMINIUM

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 18 day of August, 1997, by DON L. ROBERTSON, Trustee for the Robertson Family Trust dated December 3, 1971; and RAYMOND C. SMITH, Trustee for the Smith Family Trust, dated December 22, 1975 as amended and restated May 20, 1988 ("Declarant").

Declarant proposes to create a condominium to be known as WASHINGTON PARK CONDOMINIUM, which will be located in Skagit County, Washington. The purpose of this Declaration is to submit WASHINGTON PARK CONDOMINIUM to the condominium form of ownership and use in the manner provided by the Washington Condominium Act.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

ARTICLE I

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 WASHINGTON PARK CONDOMINIUM adopted pursuant to Section 14.4 below as the same may be amended from time to time.

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

1.5 "Declarant" means DON L. ROBERTSON, Trustee for the Robertson Family Trust dated December 3, 1971; and RAYMOND C. SMITH, Trustee for the Smith Family Trust dated December 22, 1975 as amended and restated May 20, 1988, and its successors and assigns.

1.6 "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.

1.7 "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.

1.8 "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 "Plat" means the survey map and plans of WASHINGTON PARK CONDOMINIUM, recorded simultaneously with the recording of this Declaration, bearing recording number 9708200031 and in Volume 16 of (Condominium) Plats, page(s) 181-183.

1.11 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to RCW 64.34.204(1).

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

1.13 Incorporation by Reference. Except as otherwise provided in this Declaration, each of the terms defined in RCW 64.34.020, a part of the Washington Condominium Act, shall have the meanings set forth in such section.

## 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 OF CONDOMINIUM

The name by which the Condominium shall be known is "WASHINGTON PARK CONDOMINIUM."

ARTICLE 4

Units

4.1 General Description of Buildings. Washington Park Condominium consist of one building with five Units. There is one 2-bedroom, 2 bathroom Unit; two 2 bedroom, 1-bathroom Units; one 3 bedroom, 1-bathroom Unit; and one 3-bedroom, 2 bathroom Unit; each with kitchen, living/dining room along with a two-car garage. The garage floor is concrete slab. The remainder of the Unit is standard wood construction. Each building exterior will be painted vertical and horizontal siding. There will be a composition roof. Interior floors, except for the garage, will be covered with carpet or vinyl. Interior walls will be drywalled with either paint or wallpaper. Each Unit will have a fireplace and oak cabinets.

4.2 General Description, Location and Designation of Units. The condominium consists of a total of five Units. The dimensions, designation and location of each Unit are shown in the Plat, 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. Exhibit B contains the identifying number, 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, number of parking spaces and whether covered, uncovered, or enclosed, and number of moorage slips, if any as the same apply to each Unit.

4.3 Boundaries of Units. Each Unit will 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 will be part of the common elements.

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

**ARTICLE 5**

**COMMON ELEMENTS**

The common elements consist of everything except the Units.

**ARTICLE 6**

**LIMITED COMMON ELEMENTS**

The following shall constitute limited common elements, the use of which shall be restricted to the Units to which they pertain:

6.1 All patios and decks, each of which shall pertain to the Unit which it adjoins as shown on the Plat.

6.2 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.

6.3 Parking spaces which bear the number of a Unit as shown on the Plat, each of which shall pertain to the Unit whose number it bears in the Plat; 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 in the Deed of Records of Skagit County, Washington. No transfer, however, shall be such as to leave any Unit without at least one parking space assigned to it as a limited common element.

**ARTICLE 7**

**ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS**

Each Unit will be entitled to an undivided equal ownership interest in the common elements as shown on the attached Exhibit B.

**ARTICLE 8**

**COMMON PROFITS AND EXPENSES; VOTING**

8.1 Allocation of Common Profits and Expenses. 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 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 and for the purposes of this Declaration for each Unit owned by him. The method of voting shall be as specified in the Bylaws.

#### ARTICLE 9

##### SPECIAL DECLARANT RIGHTS

Declarant may maintain one sales office, one management office, and not more than two models in the Units or on the common elements. Declarant also has certain rights as set forth in Article 12.5.

#### ARTICLE 10

##### USE OF PROPERTY

Each Unit is to be used for residential purposes. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each Unit Owner shall be bound by each of such documents.

#### 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 option, 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. 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 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 Plat. 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 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 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 existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of Units, including, without limitation, the right to use the Units owned by Declarant as model Units and the right to use a Unit as a 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 or the Bylaws.

## 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 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;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Section 6.3;
- (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 regime.

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 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 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. Upon the recording of this Declaration an association of Unit Owners 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 "Association of Unit Owners of Washington Park Condominium," and the Association shall be an 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 in Section 3.4 of the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided in Section 16.2 below and Section 9.2 of the Bylaws.

#### ARTICLE 15

##### PLAN OF DEVELOPMENT

The Condominium may be developed in a single phase. No future stages or phases are contemplated.

#### 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. Declarant's prior written consent shall also be required so long as Declarant owns twenty-five percent (25%) or more of the Units in the Condominium, but no such consent shall be required after seven years from the date of conveyance of the first Unit to a person other than Declarant. 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 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

### SEVERABILITY

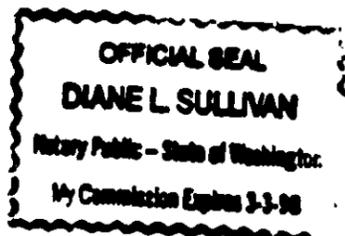
Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.



STATE OF WASHINGTON )  
 )ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that RAYMOND C. SMITH is the person who appeared before me, and acknowledge that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Smith Family Trust to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED this 18 day of August, 1997.



Diane Sullivan  
(Signature)  
Diane L. Sullivan  
(Print Name)  
Notary Public  
My Appointment Expires: 3-3-98

**EXHIBIT A**

**Lots 9 and 10, Skyline Division No. 16, according to the plat thereof recorded in Volume 10 of plats, pages 23 through 25, records of Skagit County, Washington.**

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**EXHIBIT B  
WASHINGTON PARK CONDOMINIUM UNITS**

Unit No.	Levels	No. of Bdrms.	No. of Baths	Type of Heat & Service	No. of Parking Spaces C = Cov. E = Encl. U = Un-Cover	No. of Moorage Slips	No. of Fire-places
A	1	3	2	Forced Air/ Natural Gas	E, 2 Car Garage	0	1
B	1	2	2	Forced Air/ Natural Gas	E, 2 Car Garage	0	1
C	1	3	1	Forced Air/ Natural Gas	E, 2 Car Garage	0	1
D	1	2	1	Forced Air/ Natural Gas	E, 2 Car Garage	0	1
E	1	2	1	Forced Air/ Natural Gas	E, 2 Car Garage	0	1

**EXHIBIT B (con't).**  
**ALLOCATION OF INTEREST IN COMMON ELEMENTS**

<b>Unit No.</b>	<b>Area (Sq. Ft.)</b>	<b>Undivided Interest in Common Elements</b>
A	1212 + 410 Garage	1/5
B	1200 + 410 Garage	1/5
C	1010 + 398 Garage	1/5
D	1010 + 402 Garage	1/5
E	1270 + 370 Garage	1/5