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THE CEDARS  
A CONDOMINIUM

AMENDED AND RESTATED  
DECLARATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS

9802050054

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**DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
THE CEDARS  
A CONDOMINIUM**

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**AMENDED AND RESTATED DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
THE CEDARS,  
A CONDOMINIUM**

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s) lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement of any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

This is an Amended and Restated Declaration and Covenants, Conditions, Restrictions and Reservations for The Cedars, A Condominium. The original Declaration and Covenants, Conditions, Restrictions and Reservations was recorded in the office of the Auditor of Skagit County, Washington, on December 8, 1997, under Auditor File No. 9712080065 in Book 1740 of Deeds, pages 557 through 621. The original maps and plans which are also amended and restated simultaneously herewith were filed under Skagit County Auditor File No. 9712080064 in Volume 16 of Plats, pages 198 through 203. This Declaration amends and supercedes the original Declaration in its entirety.

The purpose of the Amendment and Restating of the Declaration is to correct certain details and to bring it into compliance with the Washington Condominium Act.

The name of this Condominium is **THE CEDARS**.

## ARTICLE 1

### Interpretation

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Burlington, Washington, or if that is not available, then for the City of Seattle, Washington, for All Urban Consumers, prepared



by the United States Department of Labor or Commerce for the base period, January 1, 1998, to adjust for any deflation in the value of the dollar.

**1.8 Definitions**

1.8.1 "The Act," means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34) as amended.

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit C.

1.8.3 "Assessment" means all sums chargeable by the Association against a unit including, without limitation: (a) regular and special Assessments for Common Expenses, charges and fines imposed by the Association; (b) Interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

1.8.5 "Board" means the board of directors of the Association provided for in Section 10.3.

1.8.6 "Building" means the building or buildings within a Unit or common elements and comprising a part of the Property.

1.8.7 "Bylaws" shall mean the bylaws of the Association provided for in Article 9.

1.8.8 "Common Elements" means all portions of the Condominium other than the Units.

1.8.9 "Common Expenses" means expenditures made by or for the financial liabilities of the Association, together with any allocation to reserves. Common expenses include:

(a) Expenses of administration, maintenance, repair, or replacement of common elements and common facilities.

(b) Expenses of maintaining the exterior of all buildings within units from the interior surfaces (walls, floors, and ceilings) outward including without limitation windows and doors, siding, trim, and roofing, landscaping, sidewalks and driveways, and electrical power, natural gas, water supply, sanitary and storm sewer, telephone lines, and all other utility

lines leading to the interior of any building located within a unit and within the common elements.

(c) The cost of insuring all buildings including those buildings located within units. With respect to buildings located within units only those portions of the buildings from the interior surfaces (walls, floors, and ceilings) outward shall be insured as a common expense.

(d) Expenses agreed upon as common expenses by the Association.

1.8.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.11 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.12 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

1.8.13 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.14 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members.

1.8.15 "Declaration" means this Declaration and any amendments thereto.

1.8.16 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Unit Buildings, Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; or (d) withdraw real property from the Condominium.

1.8.17 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.8.18 "Eligible Mortgagee" means the holder of a mortgage on a Unit that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.19 "Foreclosure" means a forfeiture or judicial or non-judicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.20 "Identifying Number" means a symbol or address that identifies only one Unit in a Condominium.

1.8.21 "Interior Surfaces" shall include wallboard, paint, wallpaper, paneling, carpeting, tiles, finished flooring, and other such decorative or finished surface coverings. Maintenance and repair of these items and contents within a Unit Building are the responsibility of the Unit owner.

1.8.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.23 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.24 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, or an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, or a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

1.8.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either: recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.28 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.

1.8.29 "Property" or "Real Property" means any fee, leasehold or other estate interest in, over, or under the land described in Exhibit A, including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property"

includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

1.8.30 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation.

1.8.31 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.32 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.33 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of the Declarant to:

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64.34.232;

(b) exercise any Development Right under Section 23.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium;

(e) make the Condominium part of a larger Condominium or a development under RCW 64.34.276;

(f) make the Condominium subject to a master association under RCW 64.34.276;

or

(g) appoint or remove any officer of the Association or any master association or any member of the Board during any period of Declarant Control under Section 23.1.4.

1.8.34 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.35 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are

described pursuant to Article 4. "Separate ownership" includes leasing a Unit in a leasehold condominium under a lease that expires contemporaneously with any lease, the expiration or termination of which will remove the Unit from the Condominium. Units may also be referred to as Lots in this declaration and in the related survey maps and plans.

1.8.36 "Unit Building" means a building now or hereafter constructed on a Unit by the Declarant or Declarant's successor. Exhibit B and C to the declaration shows the type of Unit Building built within each Unit.

1.8.37 "Unit Owner" means, subject to Section 1.9.5, a 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; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.31. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

## 1.9 Construction and Validity

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules or regulations adopted pursuant to RCW 64.34.304(1)(a).

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.36, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or persons, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

## ARTICLE 2

### Description of Real Property

The Real Property included initially in the Condominium is described in Exhibit A attached hereto. The interest of the Declarant in the Real Property as Phase I included in the Condominium is a fee simple. The Declarant reserves the right to add all or portions of the future phase land as described on Exhibit A, in accordance with Article 23. Declarant reserves the right to amend the description of future phase land in an amended Exhibit A as additional phases, if any, are added.

## ARTICLE 3

### Description of Units

Exhibits B and C attached hereto set forth the following:

3.1 Number of Units. The number of Units which Declarant has created in Phase I and reserves the right to create in later phases.

3.2 Unit Number. The Identifying Number of each Unit created by the Declaration in Phase I.

3.3 Unit Building Description. With respect to each existing Unit Building:

- 3.3.1 The approximate square footage.
- 3.3.2 The number of bathrooms, whole or partial.
- 3.3.3 The number of rooms designated primarily as bedrooms.
- 3.3.4 The number of built-in fireplaces.
- 3.3.5 The level or levels on which each Unit is located.
- 3.3.6 The type of heat and heat service.

Declarant reserves the right pursuant to Article 23 to add Unit Buildings to Units. When Unit Buildings are added pursuant to Article 23 an amendment to this declaration will be filed designating on Exhibit C the description of the Unit Building so added within each Unit.

3.4 Access to Common Ways and Public Streets. Each Unit has direct access to Common Element parking areas and/or driveways, and all such Common Elements have direct access to private and then to public streets with the exception of Units 35 through 50 which are accessed by means of easements as shown on the Survey Map and Plans.

3.5 Future Phases. The Declarant reserves the right to amend Exhibit "C" as each phase or phases, if any, is added pursuant to the reserved development rights described in Article 23.

## ARTICLE 4

### Boundaries

#### 4.1 Unit Boundaries

4.1.1 Legal Description as Boundary. The boundaries of each Unit, including elevations of upper and lower boundaries, as delineated on survey maps and plans shall constitute Unit boundaries.

4.1.2 Units Defined as Parcels of Land. Units in this condominium include parcels of land (Lots) described as such on survey maps and plans, together with any buildings or improvements now or hereafter constructed within the Unit boundaries.

Units shall consist of an envelope of space, the perimeter boundaries of which are the surface of the land as located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown on the Survey Map and Plans. A Unit shall include all structures, improvements, and fixtures now or hereafter located within said space.

#### 4.2 Relocation of Boundaries: Adjoining Units

4.2.1 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty (30) days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words or conveyance between them, and is recorded in the name of the grantor and the grantee.

4.2.2 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

## ARTICLE 5

### Description of Other Improvements

Either Exhibits B or C, or both, attached hereto set forth the following:

5.1 Recreational Facilities. A description of recreational facilities, if any, included within the Condominium.

5.2 Parking. The number of covered, uncovered, or enclosed parking spaces, if any, including those described in Section 7.1.2.

5.3 Moorage Slips. The number of moorage slips, if any.

#### ARTICLE 6

##### Description of Common Elements

Except as otherwise specifically reserved, assigned or limited by the provisions of Section 4.1 and Article 7 hereof, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1 The Real Property described in Exhibit A, as, Phase I, and as amended from time to time as additional phases, if any, are added pursuant to Article 22.

#### ARTICLE 7

##### Description of Limited Common Elements

7.1 Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Owner or Owners of the Unit or Units to which they are adjacent or assigned and, in addition to any Limited Common Elements provided by law or other provisions of the Declaration including Section 4.1, consist of:

7.1.1 Patio, Etc. The patio/yard area, deck or lanai (if any), which is adjacent to each Unit as more particularly shown on the Survey Map and Plans.

7.1.2 Parking, Etc. Parking space (if any), other than parking within a Unit or within a Unit Building, which are assigned to a Unit by the Declarant pursuant to this Declaration and as more particularly shown on the Survey Map and Plans.

7.1.3 Miscellaneous. Such other Limited Common Elements, if any, as may be described in Exhibit B attached hereto.

##### 7.2 Transfer of Limited Common Elements

7.2.1 Renting. After Declarant's initial assignment, a Unit Owner may rent or lease the parking space and/or storage areas assigned to that Unit to any other Unit Owner, provided, that the rental or lease term shall automatically expire on the date the lessor/Unit Owner disposes of its interest in the Unit (whether such disposition is by deed, contract, foreclosure or otherwise); and provided further, that the Board shall be notified in writing of the existence of any such rental or lease arrangement.



**7.2.2 Reallocation Between Units.** A Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to the Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this section within thirty (30) days unless the proposed reallocation does not comply with the Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium.

**7.2.3 Common to Limited Common, Etc.** Sixty-seven percent (67%) of the Unit Owners, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to the Declaration, Survey Map or Plans. Provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

## **ARTICLE 8**

### **Allocated Interests**

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit C attached hereto. Any values used to establish the percentages required by the Act do not reflect, necessarily, the amount for which a Unit will be sold, from time to time, by Declarant or others. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that interest is allocated is void.

The formula for determining allocated interests is as follows:

- Units with Bungalow type Unit Buildings as described on Exhibit B or any amendments thereto: one whole share of allocated interest each.
- Units with Cottage type Unit Buildings as described on Exhibit B or any amendments thereto: .75% of the allocated interest assigned to Bungalow Units each.

## ARTICLE 9

### Owner's Association

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as **THE CEDARS CONDOMINIUM OWNERS ASSOCIATION**.

### 9.2 Membership

9.2.1 Qualification. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership; and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

### 9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall be one hundred (100) votes and the total number of votes allocated to each Unit is set forth in Exhibit C hereof.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the Owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

#### 9.4 Meetings, Notices and Quorums

9.4.1 Meetings. A meeting of the Association must be held at least once a each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent (20%) of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

#### 9.4.2 Quorums

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which twenty-five percent (25%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

#### 9.5 Bylaws of Association

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, non-inconsistent, provisions regarding the operation and administration of the Condominium.

## ARTICLE 10

### Management of Condominium

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

### 10.2 Election and Removal of Board

10.2.1 Owner Election During Declarant Control. If the Declarant has reserved the right to exercise Declarant Control, then: (a) not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be conveyed to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board must be elected by Unit Owners other than the Declarant; and (b) not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be conveyed to Unit Owners other than Declarant, not less than thirty-three and one-third percent (33.3%) of the members of the Board must be elected by Unit Owners other than the Declarant.

10.2.2 Owner Election After Declarant Control. Within thirty (30) days after the termination of the period of Declarant Control, if any, the Unit Owners shall elect a Board of at least three (3) members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.3 Removal. The Unit Owners, by a two-thirds (2/3) vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member, if any, appointed by the Declarant. The Declarant may not remove any member of the Board elected by the Unit Owners. Prior to the termination of the period of Declarant Control, if any, the Unit Owners, other than the Declarant, may remove by a two-thirds (2/3) vote, any director elected by the Unit Owners.

### 10.3 Management by Board

10.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise: (a) if appointed by the Declarant, the care required of

fiduciaries of the Unit Owners; or (b) if elected by the Unit Owners, ordinary and reasonable care.

**10.3.2 Not on Behalf of Association.** The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualification, powers, and duties, or terms of office of members of the Board pursuant to Section 10.3.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

**10.3.3 Budget Approval.** Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

#### **10.4 Authority of the Association**

**10.4.1** The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium, provided that any litigation instituted or commenced by the Board involving claims or counterclaims presently or potentially totaling greater than \$5,000.00 shall be approved in advance at a regular or special meeting of the Association by a 60% vote of Unit Owners where a quorum is present;
- (e) Make contracts and incur liabilities;

(f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements and other common expense areas including without limitation exterior Unit Building surfaces, underground utilities, concrete patios, driveways and sidewalks, and yards and landscaping within all Units.

(g) Cause additional improvements to be made as a part of the Common Elements and exterior Unit Building surfaces, underground utilities, concrete patios, driveways and sidewalks, yards and landscaping, and irrigation and utility systems within Units.

(h) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;

(i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

(j) Impose and collect any payments, fees, or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Sections 4.1.2 and 4.1.4, and for services provided to Unit Owners; to maintain exterior Unit Building surfaces, underground utilities, concrete patios, driveways and sidewalks, yards and landscaping, and irrigation and utility systems within Units.

(k) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 and statements of unpaid Assessments;

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(n) Assign its right to future income, including the right to receive Common Expense Assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or Bylaws;

(p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;

(q) Exercise any other powers necessary and proper for the governance and operation of the Association;

(r) Maintain and repair parts of any Unit (other than exterior building surfaces, yards and landscaping, patios, garages and driveways, and underground utilities which are provided for in sub-paragraphs 10.4.1(f), (g), and (j) above as common expenses), its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-five Thousand Dollars (\$25,000.00) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board. In furtherance of the

foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units.

**10.5 Borrowing by Association.** In the discharge of its duties and the exercise of its powers as set forth in Section 10.3.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

**10.6 Association Records and Funds**

**10.6.1 Records and Audits.** The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All financial and other records shall be made reasonably available for examination by any Unit Owner, the Owner's authorized agents and all Mortgagees. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent (60%) of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

**10.6.2 Fund Commingling.** The funds of the Association shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

**10.7 Association as Trustee.** With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the



powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

#### **10.8 Common Elements, Conveyance, Encumbrance**

**10.8.1 In General.** Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action; but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

**10.8.2 Agreement.** An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

**10.8.3 Conditions Precedent.** The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

**10.8.4 Void Transactions.** Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

**10.8.5 Support Right.** A conveyance or encumbrance of Common Elements pursuant to this Section shall not deprive any Unit of its rights of access and support.

**10.8.6 Prior Encumbrances.** A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

**10.9 Termination of Contracts and Leases.** If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities; (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declaration; or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the

Unit Owners pursuant to Section 10.2.2 takes office upon not less than ninety (90) days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section.

## ARTICLE 11

### Use: Regulation of Uses: Architectural Uniformity

11.1 Residential Units. The Units shall be used: for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for such other reasonable purposes permitted by law in residential dwellings; for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Association and managing the Condominium.

11.2 Vehicle Parking Restrictions. Limited Common Element parking spaces (except fully enclosed garages) are restricted to use for parking of motor vehicles. Other items and equipment may be parked or kept therein only subject to the rules or regulations of the Board. The Board may require removal of any vehicle (and any other equipment or item) improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof. Use of all Limited Common Element parking areas may be regulated by the Board and is subject to the provisions of Article 7 of this Declaration.

11.3 Common Drive and Walks. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Interior Unit Building Maintenance. Subject to the provisions of Section 11.14:

11.4.1 Standard of Condition. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of the building located on his Unit and its equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his Unit.

11.4.2 Additional Rights and Duties. Without limiting the generality of the foregoing, each Owner shall have the right, at his sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish: the window

frames; doors; door frames and trim; interior non-load bearing partitions; and the interior surfaces of the ceilings, floors and the perimeter walls of the Unit and the surfaces of the bearing and non-bearing walls located within his Unit; and shall not permit or commit waster of his Unit or the Common Elements. Each Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls; provided that, except for hard surface flooring installed by Declarant or installed as part of the original construction of the Building, no Owner shall install hard surface flooring within a Unit except with the prior written consent of the Unit Owner below, if any. This Section shall not be construed as permitting any violation of any other provision of this Declaration or any interference with or damage to the structural integrity of the Building or interference with the use and enjoyment of the Common Elements or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Association or Board hereunder.

**11.5 Alterations of Units.** Subject to the provisions of Section 11.4 a Unit Owner:

**11.5.1 Non-Structural.** May make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium.

**11.5.2 Exterior Appearance.** May not change the exterior appearance of a Unit or any building located within a Unit without permission of the Association;

**11.6 Limited Common Element Maintenance.** Limited Common Elements, as defined in Article 7, are for the sole and exclusive use of the Units for which they are reserved or assigned; provided that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, rules or this Declaration including the following:

**11.6.1 Decisions by Board.** Decisions with respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Limited Common Elements ("Maintenance Work" herein), shall be made by the Board;

**11.6.2 Performance of Work.** Performance of such Maintenance Work shall be carried out by the Board.; provided, that by written notice, the Board may permit such Owner or Owners to perform such Maintenance Work themselves;

**11.6.3 Board Approval.** Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board;

**11.7 Exterior Appearance.** In order to preserve a uniform exterior appearance to the Buildings within Units, and the Common and Limited Common Elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the Buildings within Units, lanais or patio/yard areas, or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Buildings within Units, lanais, patio/yard areas or other Common or Limited Common Elements undertaken or

proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each Unit and Building. The Board may also require use of a uniform color and kind of window covering (including draperies, blinds, shades, etc.) visible from the exterior or from Common Elements.

**11.8 Effect on Insurance.** Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner and/or Purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

**11.9 Signs.** No sign of any kind shall be displayed to the public view on or from any unit or Common or Limited Common Element without the prior consent of the Board; provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease; and provided, that this Section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration.

**11.10 Pets.** Domestic household pets, such as dogs and cats, may be kept by Unit Owners; provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

**11.11 Offensive Activity.** No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

**11.12 Unit Exterior and Common Element Alterations.** Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Unit exterior or Common Element except upon the written consent of the Board and after procedures required herein or by law.

**11.13 House Rules.** The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

**11.14 Rental Units.** The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 11.14:

**11.14.1 No Transient Purposes.** With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes which shall be defined as Renting for any

period less than thirty (30) days. The Association may by resolution of the Board prohibit the leasing of any Unit for a period of less than six (6) months.

11.14.2 Entire Unit. No Unit Owner may lease less than the entire Unit.

11.14.3 Written Leases. All leasing or rental agreements shall be in writing and be subject to this Declaration and Bylaws (with a default by the tenant in complying with this Declaration and/or Bylaws constituting a default under the lease or rental agreement).

11.14.4 Rent to Association. If a Unit is rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association hereunder, plus interest and cost if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Association but will not discharge the liability of the Owner or purchaser and the Unit under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents. Other than as stated in this Section 11.14, there is no restriction on the right of any Unit Owner to lease or otherwise rent his Unit.

11.15 Age of Occupants. The Condominium has been designed as housing for older persons and is intended and shall be operated for occupancy by persons fifty-five (55) years of age or older. Owners and Occupants shall be subject to the following requirements:

11.15.1 Needs of Older Persons Met. Significant facilities and services are planned to meet the physical and social needs of older persons including, but not limited to:

(a) All units are designed with at least one or more bedrooms and bathrooms on the main floor so use of steps may be avoided by Occupants.

(b) Expansive greenbelts and walking paths are provided for exercise and enjoyment.

(c) Common exterior maintenance services are provided so that older people who cannot handle such chores will be provided for.

(d) Clubhouse with meeting rooms are provided for exercise and relaxation.

(e) The density and proximity of units have been specifically designed to serve older persons.

11.15.2 Requirements. At least eighty (80%) percent of the occupied units at **THE CEDARS** shall be occupied by at least one person fifty-five (55) years of age or older. At least ninety-five (95%) percent of the occupied units shall be occupied by at least one person forty (40) years of age or older. All permanent residents and occupants of each Unit shall be eighteen (18) years old or older, it being the intention of the Declarant that the Condominium be a Condominium for adults or near adults; provided that newborn babies may continue to live in a Unit only until they reach the age of one (1) year, at which time they shall be required to cease residency and occupancy of the Unit. Children under the age of eighteen (18) shall be allowed to visit Owners or Occupants of Units, but only for periods of time not to exceed two (2) weeks out of any eight (8) week period as to each particular child who may be visiting. The Board may adopt additional rules regarding such visitation and may require that any visitor under eighteen (18) years of age that it finds to be disturbing other Owners unreasonably, in the Board's determination be required to leave the premises, and may exercise its authority for specific visitors under age eighteen (18) even though other visitors under age eighteen (18) are permitted to remain. No Unit shall be sold, rented or leased to any person or persons unless the standards established in this paragraph are complied with. The Declarant, and after its formation, **THE CEDARS CONDOMINIUM OWNERS ASSOCIATION**, shall have the specific legal rights to seek injunctive relief from the Superior Court of the State of Washington in Skagit County with respect to any Owner or Occupant on account of noncompliance with this paragraph. Non-complying Owner and/or Occupants may be evicted. The prevailing party in such an action shall be entitled to reasonable attorney's fees and costs of suit.

11.15.3 Intention; Power to Amend. It is the intention of the Declarant that **THE CEDARS** provide housing for older persons in accordance with the Fair Housing Standards Act and regulations later promulgated by the Secretary of HUD thereunder.

So long as Declarant continues to own one or more Units, or any land subject to this Declaration, the Declarant, upon Declarant's sole signature, and as attorney-in-fact for all Unit Owners with an irrevocable power coupled with an interest, may at any time amend this Declaration to conform to the requirements of the Fair Housing Standards Act, and other law so that the condominium may be maintained as a project for senior adults according to law.

## ARTICLE 12

### Common Expenses and Assessments

12.1 Estimated Expenses. Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and Unit Building exterior surfaces, concrete patios, driveways and sidewalks, yards and landscaping, and underground utilities located within all Units, and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the

foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements and other items within Units which are borne by the Association as common expense which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element or common expense item covered by the fund at the end of the estimated useful life of each such Common Element and common expense item. The initial Board, whether appointed by Declarant or elected by Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

**12.2 Payment by Owners.** Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

**12.3 Commencement of Assessments.** The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events Assessments shall commence on a date within sixty (60) days after the earlier of: (a) the date eighteen (18) months after the date of first conveyance of a Unit to an Owner (other than Declarant or an Affiliate of Declarant); or (b) the date on which seventy-five percent (75%) of the Units have been conveyed to Owners (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association. One-Hundred (100%) per cent assessments shall be made only against those Units whose building has been completed by the Declarant evidenced by a certificate of occupancy having been obtained from the local governing jurisdiction's building department. Units whose buildings have not thus been completed shall be subject to an assessment equal to ten (10%) per cent of the assessment then being made against a Unit whose building has been completed as evidenced by a certificate of occupancy.

**12.4 Allocated Liability.** Except for Assessments under Sections 12.5, 12.6, 12.7 and 12.8, all Common Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit C. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.12.11.



12.5 Limited Common Element. Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element installed by an owner after the Declarant shall be paid by the Owner of or assessed against the Units to which that Common Element is assigned, equally; provided that the Limited Common Elements initially installed by the Declarant shall be maintained as a Common Element and Common Expense.

12.6 Only Some Units Benefited. The Board may elect that any Common Expense or portion thereof benefiting fewer than all of the Units must be assessed exclusively against the Units benefited.

12.7 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.8 Utility Costs. The Declarant has determined that certain utilities including water, sewer, garbage and television cable are most economically provided as common service to each building in the condominium. Each Unit will be billed and must promptly pay for its pro rata share of such common utility services. Billing and receipt of payment, and payment of bills for common utility services will be managed by a designated representative for each building appointed by the Board. However, nonpayment will be reported to the Association Board which may enforce nonpayment as a special assessment against the Unit not paying with full powers to enforce through lien and/or lawsuit and with all powers otherwise set forth in the Declaration pertaining to enforcement of payment of special assessments. The Board also reserves the power to elect that costs of utilities must be assessed in proportion to usage.

12.9 Assessments for Judgment. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.10 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.11 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.12 Lien for Assessments

12.12.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

12.12.2 Priority. A lien under Section 12.12 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the



date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

**12.12.3 Mortgage Priority.** Except as provided in Sections 12.12.4 and 12.12.5, the lien shall also be prior to the Mortgages described in Section 12.12.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.1, which would have become due during the six (6) months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a nonjudicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

**12.12.4 Mortgagee Notice.** The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.12.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

**12.12.5 Recording as Notice.** Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this Section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.12.3.

**12.12.6 Limitation on Action.** A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

**12.12.7 Foreclosure.** The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit an Association from taking a deed in lieu of foreclosure.

**12.12.9 Receiver.** From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and

when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

12.12.9 Mortgage Liability. Except as provided in Section 12.12.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.12.10 Lien Survives Sale. The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.12.9.

12.12.11 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.12.12. Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

12.12.13 Attorney's Fees. The prevailing party shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in the enforcement of a judgment.

12.12.14 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or

authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

**12.13 Acceleration of Assessments.** In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

**12.14 Delinquent Assessment Deposit; Working Capital**

**12.14.1 Delinquent Assessment Deposit**

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the purchaser appropriate compensation therefor.

**ARTICLE 13**

**Insurance**

**13.1 In General.** Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Condominium, which may, but need not, include equipment, improvements, and betterments in a Unit installed by the Declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

13.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

13.1.6 Such other insurance as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

13.2 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

13.3 Required Provisions. Insurance policies carried pursuant to this Article shall:

13.3.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

13.3.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

13.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner of any Mortgagee;

13.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

13.3.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

13.3.7 Contain, if available, an agreed amount and inflation Guard Endorsement.

13.4 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

13.5 Owner's Additional Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for the Owner's own benefit.

13.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

13.7 Notification on Sale of Unit. 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. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

## ARTICLE 14

### Damage or Destruction; Reconstruction

#### 14.1 Definitions: Significant Damage; Repair; Emergency Work

14.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14.1.3 As used in this Article, the term "Emergency Work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability arising out of the condition of the Property.

14.2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, or, if the Significant Damage did not occur at a

particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable;

14.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 A reasonable reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

14.2.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

14.2.4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the Common Elements.

14.2.5 The Board's recommendation as to whether such Significant Damage should be Repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

#### 14.4 General Provisions.

14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged shall be Repaired promptly by the Association unless: (a) the Condominium is terminated; (b) Repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be

distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.4.3 Reallocation. If the Unit Owners vote not to Repair any Unit, that Unit's Allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

14.5 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be Repaired pursuant to Section 14.4, then:

14.5.1 Contract and Contractors. The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the Repair and Restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

14.5.2 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.6 Decision to Terminate. In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

## ARTICLE 15

### Condemnation

15.1 In General. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.



**15.2 Partial Unit Condemnation.** Except as provided in Section 15.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides: (a) That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

**15.3 Common Element Condemnation.** If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

**15.4 Recording of Judgment.** The court judgment shall be recorded in every county in which any portion of the Condominium is located.

**15.5 Association to Represent Owners.** The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf.

## **ARTICLE 16**

### **Compliance with Declaration**

**16.1 Enforcement.** Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply.

**16.2 No Waiver of Strict Performance.** The failure of the Board in any one or more instances to insist upon the strict performance of this Declaration, of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment

from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

## ARTICLE 17

### Limitation of Liability

17.1 Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessment shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

## ARTICLE 18

### Mortgagee Protection

18.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents; (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon

Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

**18.7 Insurance**

**18.7.1 Board Duties.** With respect to a first Mortgagee of a Unit, the Board shall:

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to include in the insurance policy a standard mortgage clause, naming any Mortgagee who makes written request to the Board to be so named;

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand Dollars (\$5,000.00) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00);

(f) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000.00);

**18.7.2 Additional Policy Provisions.** In addition, the insurance policy acquired shall:

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them;

(c) Waive any provision invalidating such Mortgage clause by reason of: the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

18.8 Inspection of Books. Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of this Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association (within a reasonable time following request); and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

## ARTICLE 19

### Easements

19.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan. 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.

Additionally, Declarant reserves for itself, its successors and assigns a perpetual non-exclusive easement for ingress, egress and utilities and the installation and maintenance of the same in and through all existing and future infrastructure corridors, and roadways in the condominium for the benefit of portions of the condominium that may later be withdrawn from the condominium; subject to such areas that may later be withdrawn bearing a proportionate portion of the cost of maintenance of infrastructure and roadways based on the ratio of the area withdrawn to the total area originally declared part of the condominium.

19.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions. There is hereby reserved to the Declarant and the Association, of their duly authorized agents and representatives, such easements as are

necessary, for emergency repairs and/or to perform the duties and obligations of the Association as are set forth in this Declaration, or in the Bylaws, and the Association Rules.

19.4 Encroachments. Each Unit and all Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.4 are intended to supplement Sections 4.2 and RCW 64.32.252 and, in the event of any conflict, the provisions of Section 4.2 and RCW 64.34.252 shall control.

## ARTICLE 20

### Procedures for Subdividing or Combining

20.1 Procedure. Subdivision and/or combining of any Unit or Units, are authorized as follows:

20.1.1 Owner Proposal. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested subdivision or combination.

20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 Survey Map and Plans. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to

[REDACTED]

the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Article 21.

20.1.4 Allocated Interests. The Allocated Interests formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units shall be the aggregate of the Allocated Interests formerly allocated to the Units being combined.

## ARTICLE 21

### Amendment of Declaration, Survey Map, Plans

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Sections 4.3 or 7.2.3, Articles 15 or 20, or termination of the Condominium) or certain Unit Owners (in connection with Sections 4.3 or 7.2.3, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

21.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.32.216(1).

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

21.6 Special Declarant/Development Rights. No amendment may restrict, alienate, or otherwise modify any Special Declarant or Development Right provided in the

Declaration without the consent of the Declarant and any Mortgagee of record with a security interest in the Special Declarant or Development Right in any real property subject thereto, excluding Mortgagees of Units owned by persons other than the Declarant.

21.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

## ARTICLE 22

### Miscellaneous

#### 22.1 Notices for All Purposes.

22.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or



persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.1.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.2 Mortgagee's Acceptance

22.2.1 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

22.2.2 Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22.3 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22.4 Conveyances: Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the 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 sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and 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, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.5 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.6 Effective Date. This Declaration shall take effect upon recording.

22.7 Reference to Survey Map and Plans. The Survey Map and Plans of the Condominium referred to herein consist of 6 sheets as prepared by Semrau & Lisser and were filed with the Recorder of Skagit County, Washington, simultaneously with the recording of this Declaration under File No. 9802050053 in Volume 16 of Plats, pages 214 through 219.

22.8 Structural Component/Mechanical System Completion. Declarant certifies that the structural components and mechanical systems of all Unit Buildings identified on Exhibit C as complete are substantially complete.

## ARTICLE 23

### Special Declarant Rights Development Rights

#### 23.1 Special Declarant Rights

As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, its agents, employees and contractors shall have the right to complete improvements and otherwise perform work authorized by the Declaration, indicated on the Survey Map and Plans, authorized by building permits, provided for under any Purchase and Sale Agreement between Declarant and a Unit Purchaser, necessary to satisfy any express or implied warranty under which Declarant is obligated, or otherwise authorized or required by law. This includes the right to add Unit Buildings to Units after Units have been created by filing of the declaration, any amendments thereto and survey maps and plans.

23.1.2 Sales Facilities of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by Declarant) such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to: Business offices; management offices; sales offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. Any such facilities not designated a Unit by the Declaration is a Common

Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: the Unit and appurtenant Limited Common Elements; and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements.

**23.1.3 Exercise of Development Rights.** Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

**23.1.4 Declarant Control.** Declarant, or persons designated by Declarant, shall have the right to appoint and remove without cause officers and members of the Board, which right is herein referred to as "Declarant Control." Notwithstanding the provisions of Section 23.1.7, the period of Declarant Control terminates no later than the earlier of: (a) Sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be conveyed to Unit Owners other than a Declarant; (b) two (2) years after the last conveyance or transfer of a record of a Unit except as security for a debt; (c) two (2) years after any Development Right to add new Units was last exercised; or (d) 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. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period provided for under (a), (b), and (c) of this Section, but in that event the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they became effective.

**23.1.5 Combination with Larger Project.** Declarant shall have the right to make the Condominium part of a larger condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in Exhibit C.

**23.1.6 Subject to Master Association.** Declarant shall have the right to make the Condominium subject to a Master Association under RCW 64.34.276.

**23.1.7 Termination of Declarant Rights.** The foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements within the Condominium, or Declarant owns any Units, or any Development Rights remain in effect.

**23.2 Development Rights.** As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has reserved the following Development Rights:

**23.2.1 Parking/Storage Assignment.**

- (a) The total number of parking spaces and storage areas (if any) allocated to each Unit are shown on Exhibit C attached hereto.

**23.2.2 Development in Phases**

(a) Right to Phase. This Condominium will be developed and established in more than one (1) phase. This Declaration provides a description on Exhibit A of: the land within all phases; the land and the Units in Phase 1; and the land subject to future phasing. The provisions regarding Phase 1 shall be effective immediately to establish Phase 1 (including the Phase 1 land described on Exhibit A and all Units, and other improvements constructed thereon) as a Condominium under the Act. The provisions regarding subsequent phases shall not be effective to establish subsequent phases (including the land and all Units, and improvements constructed thereon) as a Condominium under the Act until Declarant records an amendment to the Declaration (and an amendment to the Survey Map and Plans, if necessary) pursuant to subsection 23.2.5.

(b) Declaration, Survey Map and Plans Amendments. For each subsequent phase following Phase 1, the Declarant shall execute and record an amendment to this Declaration stating that said subsequent phase (including the subsequent phase land, and all Units, Buildings and other improvements thereon) is established as a Condominium under the Act. From and after the recording of said amendment, all of the land within Phase 1 and within subsequent phases for which such an amendment has been recorded, together with all Units, Buildings and other improvements constructed thereon, shall constitute a single Condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to the Declaration, an updated or revised Survey Map or Plans, or both, shall be filed if the previous map and Plans filed affecting or describing said subsequent phase lack required detail, certification or other matters required under the Act. The Declarant is the Unit Owner of any Units thereby created. The amendment to the Declaration shall assign an Identifying Number to each new Unit created, and reallocate the Allocated Interests among all Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by RCW 64.34.228. Development Rights may be reserved within any real property added to the Condominium if the amendment adding that real property includes all matters required by RCW 64.34.216 or 64.34.220, as the case may be, and the Survey Map and Plans include all matters required by RCW 64.34.232. This provision does not extend the time limit on the exercise of Development Rights imposed by this Declaration.

(c) Common Areas. All Common Areas for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Owners will, after the effective date of the subsequent phase, also share in the expenses of such Common Areas. Owners in a prior phase will utilize the Common Areas for the subsequent phases and also share in the expense thereof.

(d) Completion. Declarant shall complete subsequent phases in accordance with the plans and specifications prepared from time to time by or for Declarant and as approved from time to time by governmental authorities having jurisdiction thereof and by the lender or lenders financing the construction of subsequent phases. Improvements within subsequent phases will be reasonably consistent with improvements in prior phases in terms of quality of construction. Completion of subsequent phases will be pursued by Declarant as expeditiously as reasonably possible, subject to delays for reasons (including, but not limited to, financing availability, labor disputes, material shortages, and acts of God) reasonably beyond the control of Declarant. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into the Condominium by amendment as provided in subsection 23.2.2(b) above.

(e) Allocated Interests. It is specifically covenanted that the Allocated Interests for Phase 1 are calculated with respect to the Units within Phase 1. At such time as additional phases are made effective by the filing of the above-described Declaration Amendment by Declarant, the Allocated Interests thereafter effective for all Units in Phase 1 and those added in each subsequent phase shall be reallocated according to the formula stated in Article 8, and will be shown on an amended Exhibit C.

(f) Assessments Based on Allocated Interests for Phases. All Assessments for the various phases shall utilize and be based on the Allocated Interests stated for that phase until the succeeding phase is activated and commenced. The Declarant or Board may upon the activation of any phase, based on the reallocation of Allocation Interests, recompute the budget and the Assessments, and impose the revised Assessments.

(g) Easements for Phased Development.

(i) In addition to the general easements reserved by statute and by reference in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant (and Declarant's heirs, successors, assigns and purchasers) over and across the Phase 1 land (and across the land hereinafter described in Exhibit A, as hereafter amended, for any subsequently completed phase) for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for completed phases, and the right to connect thereto is reserved. Such reservations are for the purpose either of completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a Condominium phase.

(ii) The easements reserved under this Section shall entitle the Declarant (and Declarant's heirs, successors, assigns), for development of each successive phase of the Condominium, or for development and utilization of the lands to have been included in any phase if such lands are utilized for other purposes under the powers reserved to Declarant: to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties; to connect with roadways or utility systems developed and employed in the completed phases of the Condominium; and, to the extent provided for in Exhibit B attached thereto, utilize any recreational facilities developed in completed phases of the Condominium.

(iii) Declarant shall bear the cost of tie-ins to said utilities and roads and will not connect with said utilities in a manner that impairs or significantly reduces the quality of the utility service to the land described in Exhibit A as Phase 1 and for the land in a subsequently completed phase; provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to Phase 1 and for land in any subsequently completed phase, that cost shall be borne by the Declarant.

(iv) Any land which is not developed as a subsequent phase of the Condominium and which utilizes and benefits from the utility, roadway easements and recreational facility reserved to Declarant hereunder, shall pursuant to an irrevocable covenant running with the land be obligated to pay a prorata share (based on relative number of living units) of the costs of subsequent repairs, maintenance and operation of said utilities, roadways.

(v) Declarant (and Declarant's heirs, successors and assigns) shall have a non-exclusive easement to construct and maintain (at any time and at Declarant's sole cost and expense and in the exercise of Declarant's sole discretion and at such locations within Phase 1 and within any subsequently completed phases of the Condominium as Declarant may determine) such signs as Declarant may deem necessary for the identification of the name, location and direction, and for the sale or renting, of Buildings and Units, regardless of whether such Buildings and Units are located on land which is within a subsequent phase of the Condominium or on land which the Declarant under powers reserved hereunder has elected not to develop as a phase of the Condominium.

(h) Liens Arising in Connection with Phases. At the time the amendment incorporating a subsequent phase into the Condominium is made, no lien arising in connection with the Declarant's ownership of, and construction of improvements upon, the subsequent phase land will adversely affect the rights of existing Unit Owners or the priority of first Mortgages on Units in the existing Condominium Property. All taxes, assessments, mechanics liens, and other charges affecting a subsequent phase land will be paid or otherwise satisfactorily provided for by the Declarant.

(i) Withdrawal of Subsequent Phases. If, for reasons including, but not limited to, declarant's determination to develop a congregate care facility or other type of project on all or a portion of subsequent phase areas; financing availability, labor disputes, material shortages and acts of God, all or any of the subsequent phases are not completed and the amendment(s) provided for in this Section is not recorded, then Declarant at any time may elect not to incorporate all or some of such subsequent phases into the subject Condominium project and elect not to record the amendments provided for in this Section. To effectuate the foregoing, Declarant, upon its sole signature and without further consent of any of the other Owners being required, may file such amendment to this Declaration and to the Survey Map and Plans as is necessary to withdraw the land within uncompleted phases (and improvements constructed thereon) from the provisions of this Declaration and to relinquish Declarant's rights under this Section. In the event Declarant should exercise its rights under this Section to withdraw the land within uncompleted phases (and improvements thereon), from the provisions of this Declaration, then the phases in fact completed shall thereafter continue to constitute a

complete, fully operational Condominium; land within uncompleted phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion; and the easements provided for in this Section shall continue for the benefit of land within uncompleted phases and Declarant (and its heirs, successors and assigns) for the development and utilization of land within uncompleted phases. If declarant exercises its withdrawal rights hereunder, all Unit owners shall be obligated to cooperate and to sign any plat or other documents necessary in the platting process to complete the withdrawal.

(j) Limitation of Declarant's Rights.

(i) It is understood that the total project (if all phases are completed) shall include Condominium residential Apartments not exceeding in number 180.

(ii) Declarant's right to add phases by amendments under this Section shall expire seven (7) years after initial Declaration recording.

**23.2.3 Subdivision and Combination.** Declarant shall have the right to subdivide or combine Units or convert Units into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both:

(a) If Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15.

(b) If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

(c) If Declarant combines two or more Units, the amendment to the Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

**23.2.4 Different Parcels; Different Times**

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times;

(b) No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right; and

(c) Even though a Development Right is exercised in any portion of the Real Property subject to that right, that right need not be exercised in all or in any portion of the remainder of that Real Property.

23.2.5 Exercise of Development Right. To exercise any Development Right reserved under Section 23.2, the Declarant shall prepare, execute, and record an amendment on the sole signature of the Declarant to the Declaration and/or the Survey Map and Plans under Article 21 and comply with RCW 64.34.232.

23.2.6 Termination of Development Rights. Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as Declarant owns one or more Units in the Condominium; provided that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.3 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

23.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

DATED this 4 day of February, 1998.

DECLARANT:

HOMESTEAD NW DEV. CO.

By: James A. Wynstra  
James A. Wynstra, President

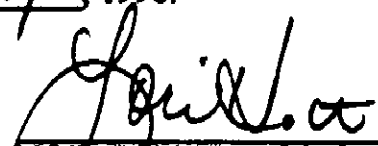


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I hereby certify that I know or have satisfactory evidence that JAMES A. WYNSTRA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of HOMESTEAD NW DEV. CO. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 4 day of February, 1998.



  
NOTARY PUBLIC in and for the State  
of Washington, residing at Lynden.

9802050054

**EXHIBIT A**

**THE CEDARS CONDOMINIUM  
(PHASE 1 DESCRIPTION)**

All that portion of the following described Parcels "A", "B", "C", "D", and "E" lying Northerly of the following described line:

Commencing at the Northeast corner of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington; thence South 0°39'17" East 495.00 feet along the East line of said Tract 78 to the TRUE POINT OF BEGINNING of said line; thence North 89°37'43" West 310.00 feet; thence North 70°07'45" West 245.00 feet; thence North 29°47'07" West 110.00 feet; thence North 0°04'00" East 70.00 feet; thence North 89°37'43" West 30.00 feet; thence South 64°49'47" West 100.00 feet; thence South 0°04'00" West 40.00 feet; thence North 89°56'00" West 135.00 feet; thence North 0°04'00" East 34.00 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 130.00 feet, through a central angle of 5°41'23", an arc distance of 12.91 feet; thence North 89°37'43" West 98.16 feet to the West line of said East ½ of the West ½ of Tract 78 and the terminus of said line.

**Parcel A:**

The East ½ of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, EXCEPT that portion thereof described as follows:

Beginning at a point on the North line of said tract, which is 987.5 feet East of the Northwest corner of said tract; thence continue East along the North line of said tract and the South line of Gilkey Road, a distance of 120 feet; thence South at right angles to said Gilkey Road, a distance of 365 feet; thence West parallel with the South line of said Gilkey Road, a distance of 120 feet; thence North 365 feet to the point of beginning.

**Parcel B:**

That portion of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at a point on the North line of said tract which is 987.5 feet East of the Northwest corner of said tract; thence continue East along the North line of said tract and the South line of the Gilkey Road 120 feet; thence South at right angles to said Gilkey Road 365 feet; thence West parallel with the South line of said Gilkey Road 120 feet; thence North 365 feet to the point of beginning.

**Parcel "C"**

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

**Parcel "D"**

The East  $\frac{1}{2}$  of Tract 81 and the East 31.1 feet of the West  $\frac{1}{2}$  of said Tract 81, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

**Parcel "E"**

That portion of the North 224 feet of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Tract 78, "PLAT OF BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, (also being a portion of Tract "A", Skagit County Short Plat No. 37-73), records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said Tract 78; thence South  $89^{\circ}38'00''$  East along the North line of said Tract 78, a distance of 199.57 feet, to the Northwest corner of Tract "A", Short Plat No. 37-73; thence continue South  $89^{\circ}38'00''$  East for a distance of 114.88 feet along the North line of said Tract "A", Short Plat No. 37-73 to the Northeast corner thereof; thence South  $00^{\circ}29'00''$  East a distance of 194.00 feet along the East of said Tract "A", Short Plat No. 37-73 to the TRUE POINT OF BEGINNING; thence continue South  $00^{\circ}29'00''$  East a distance of 30 feet to the Southeast corner of said Tract "A"; thence North  $89^{\circ}38'00''$  West a distance of 314.77 feet along the South line of said Tract "A" to the Southwest

corner thereof, also being the West line of said Tract 78; thence North  $00^{\circ}24'00''$  West along the West line of said Tract 78 a distance of 30.00 feet to the Southwest corner of Tract "B", Short Plat No. 37-73; thence South  $89^{\circ}38'00''$  East a distance of 199.86 feet along the South line of said Tract "B" to the Southeast corner thereof; thence continue South  $89^{\circ}38'00''$  East a distance of 114.88 feet to the TRUE POINT OF BEGINNING.

EXCEPTING from all of the above described Parcels "A", "B", "C", "D", and "E" that portion described as follows:

BEGINNING at the Northeast corner of said Tract 78; thence South  $0^{\circ}39'17''$  East 24.56 feet along the East line of said Tract 78 to a cusp; thence along the arc of a curve concave to the Southwest having radius of 25.00 feet and an initial tangent bearing of North  $0^{\circ}39'17''$  West, through a central angle of  $88^{\circ}58'26''$ , an arc distance of 38.82 feet to a point of compound curvature; thence along the arc of said curve to the left having a radius of 59.60 feet, through a central angle of  $22^{\circ}03'29''$ , an arc distance of 22.95 feet to a point of tangency; thence South  $68^{\circ}18'48''$  West 51.36 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 360.00 feet, through a central angle of  $33^{\circ}36'15''$ , an arc distance of 211.14 feet to a point of tangency; thence North  $78^{\circ}04'58''$  West 153.77 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 590.00 feet, through a central angle of  $11^{\circ}32'45''$ , and arc distance of 118.89 feet to a cusp on the North line of said Tract 78; thence South  $89^{\circ}37'43''$  East 570.53 feet along said North line to the POINT OF BEGINNING.

All being Situate in the County of Skagit, State of Washington.

## **EXHIBIT A**

### **THE CEDARS CONDOMINIUM (FUTURE PHASE LAND)**

All that portion of the following described Parcels "A", "B", "C", "D", and "E" lying Southerly of the following described line:

Commencing at the Northeast corner of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington; thence South 0°39'17" East 495.00 feet along the East line of said Tract 78 to the TRUE POINT OF BEGINNING of said line; thence North 89°37'43" West 310.00 feet; thence North 70°07'45" West 245.00 feet; thence North 29°47'07" West 110.00 feet; thence North 0°04'00" East 70.00 feet; thence North 89°37'43" West 30.00 feet; thence South 64°49'47" West 100.00 feet; thence South 0°04'00" West 40.00 feet; thence North 89°56'00" West 135.00 feet; thence North 0°04'00" East 34.00 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 130.00 feet, through a central angle of 5°41'23", an arc distance of 12.91 feet; thence North 89°37'43" West 98.16 feet to the West line of said East ½ of the West ½ of Tract 78 and the terminus of said line.

#### **Parcel A:**

The East ½ of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, EXCEPT that portion thereof described as follows:

Beginning at a point on the North line of said tract, which is 987.5 feet East of the Northwest corner of said tract; thence continue East along the North line of said tract and the South line of Gilkey Road, a distance of 120 feet; thence South at right angles to said Gilkey Road, a distance of 365 feet; thence West parallel with the South line of said Gilkey Road, a distance of 120 feet; thence North 365 feet to the point of beginning.

**Parcel B:**

That portion of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at a point on the North line of said tract which is 987.5 feet East of the Northwest corner of said tract; thence continue East along the North line of said tract and the South line of the Gilkey Road 120 feet; thence South at right angles to said Gilkey Road 365 feet; thence West parallel with the South line of said Gilkey Road 120 feet; thence North 365 feet to the point of beginning.

**Parcel "C"**

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

**Parcel "D"**

The East  $\frac{1}{2}$  of Tract 81 and the East 31.1 feet of the West  $\frac{1}{2}$  of said Tract 81, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

**Parcel "E"**

That portion of the North 224 feet of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Tract 78, "PLAT OF BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, (also being a portion of Tract "A", Skagit County Short Plat No. 37-73), records of Skagit County, Washington, described as follows:

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feet along the South line of said Tract "A" to the Southwest corner thereof, also being the West line of said Tract 78; thence North 00°24'00" West along the West line of said Tract 78 a distance of 30.00 feet to the Southwest corner of Tract "B", Short Plat No. 37-73; thence South 89°38'00" East a distance of 199.86 feet along the South line of said Tract "B" to the Southeast corner thereof; thence continue South 89°38'00" East a distance of 114.88 feet to the TRUE POINT OF BEGINNING.

EXCEPTING from all of the above described Parcels "A", "B", "C", "D", and "E" that portion described as follows:

BEGINNING at the Northeast corner of said Tract 78; thence South 0°39'17" East 24.56 feet along the East line of said Tract 78 to a cusp; thence along the arc of a curve concave to the Southwest having radius of 25.00 feet and an initial tangent bearing of North 0°39'17" West, through a central angle of 88°58'26", an arc distance of 38.82 feet to a point of compound curvature; thence along the arc of said curve to the left having a radius of 59.60 feet, through a central angle of 22°03'29", an arc distance of 22.95 feet to a point of tangency; thence South 68°18'48" West 51.36 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 360.00 feet, through a central angle of 33°36'15", an arc distance of 211.14 feet to a point of tangency; thence North 78°04'58" West 153.77 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 590.00 feet, through a central angle of 11°32'45", and arc distance of 118.89 feet to a cusp on the North line of said Tract 78; thence South 89°37'43" East 570.53 feet along said North line to the POINT OF BEGINNING.

All being Situate in the County of Skagit, State of Washington.

**EXHIBIT A**

**TOTAL PARCEL DESCRIPTION  
FOR THE CEDARS CONDOMINIUM PROJECT**

**Parcel A:**

The East ½ of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, EXCEPT that portion thereof described as follows:

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**Parcel B:**

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**Parcel "C"**

The East ½ of the West ½ of Tract 78, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.



**Parcel "D"**

The East  $\frac{1}{2}$  of Tract 81 and the East 31.1 feet of the West  $\frac{1}{2}$  of said Tract 81, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

**Parcel "E"**

That portion of the North 224 feet of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Tract 78, "PLAT OF BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, (also being a portion of Tract "A", Skagit County Short Plat No. 37-73), records of Skagit County, Washington, described as follows:

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EXCEPTING from all of the above described Parcels "A", "B", "C", and "D", that portion described as follows:

BEGINNING at the Northeast corner of said Tract 78; thence South  $0^{\circ}39'17''$  East 24.56 feet along the East line of said Tract 78 to a cusp; thence along the arc of a curve concave to the Southwest having radius of 25.00 feet and an initial tangent bearing of North  $0^{\circ}39'17''$  West, through a central angle of  $88^{\circ}58'26''$ , an arc distance of 38.82 feet to a point of

compound curvature; thence along the arc of said curve to the left having a radius of 59.60 feet, through a central angle of  $22^{\circ}03'29''$ , an arc distance of 22.95 feet to a point of tangency; thence South  $68^{\circ}18'48''$  West 51.36 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 360.00 feet, through a central angle of  $33^{\circ}36'15''$ , an arc distance of 211.14 feet to a point of tangency; thence North  $78^{\circ}04'58''$  West 153.77 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 590.00 feet, through a central angle of  $11^{\circ}32'45''$ , and arc distance of 118.89 feet to a cusp on the North line of said Tract 78; thence South  $89^{\circ}37'43''$  East 570.53 feet along said North line to the POINT OF BEGINNING.

All being Situate in the County of Skagit, State of Washington.

## EXHIBIT B

1. **Recreational Facilities:** Clubhouse and R.V./Boat storage area. The Clubhouse is now under construction within the Phase I common element. The R.V./Boat storage area may be added as part of later phasing.

2. **Moorage Slips:** None.

3. **Parking:** The total number of parking spaces will be determined by the type of Unit Building within each Unit. One garage stall with Cottage type Unit Building and one uncovered car parking space beside garage for Units with Cottage type Unit Building. Double attached garages within Unit Buildings for Units with Bungalow type Unit Buildings.

4. **Description of Unit Building Types:**

(a) Cottages:

Unit Type: C-1 - Saratoga

I.	No. of Bathrooms	1
ii.	No. of Bedrooms	1+den/bedroom
iii.	No. of Fireplaces	None
iv.	Type of Heat	Gas forced air
v.	Approximate Unit Building Square Footage:	600

Unit Type: C-2 - Comet

I.	No. of Bathrooms	1
ii.	No. of Bedrooms	1+den/bedroom
iii.	No. of Fireplaces	None
iv.	Type of Heat	Gas forced air
v.	Approximate Unit Building Square Footage:	750

PAGE 2 TO EXHIBIT B

Unit Type: C-2 - Crescent

I.	No. of Bathrooms	1-3/4
ii.	No. of Bedrooms	1+den/bedroom
iii.	No. of Fireplaces	None
iv.	Type of Heat	Gas forced air
v.	Approximate Unit Building Square Footage: 864	

(b) Bungalows

Unit Type: B-1 - Stuart

I.	No. of Bathrooms	1
ii.	No. of Bedrooms	1
iii.	No. of Fireplaces	Optional
iv.	Type of Heat	Gas forced air
v.	Approximate Unit Building Square Footage: 818	

Unit Type: B-2 - Cypress

I.	No. of Bathrooms	2
ii.	No. of Bedrooms	2
iii.	No. of Fireplaces	Optional
iv.	Type of Heat	Gas forced air
v.	Approximate Unit Building Square Footage: 1042	

Unit Type: B-3 - Shaw

I.	No. of Bathrooms	2
ii.	No. of Bedrooms	2
iii.	No. of Fireplaces	Optional
iv.	Type of Heat	Gas forced air
v.	Approximate Unit Building Square Footage: 1261	

**PAGE 3 TO EXHIBIT B**

**Unit Type: B-4 - Orcas**

- |      |  |                |
|------|--|----------------|
| I.   | No. of Bathrooms                               | 2              |
| ii.  | No. of Bedrooms                                | 2              |
| iii. | No. of Fireplaces                              | Optional       |
| iv.  | Type of Heat                                   | Gas forced air |
| v.   | Approximate Unit Building Square Footage: 1447 |                |

**Unit Type: B-5 - Lopez**

- |      |  |                   |
|------|--|-------------------|
| I.   | No. of Bathrooms                               | 2-1/2             |
| ii.  | No. of Bedrooms                                | 2+den & rec. room |
| iii. | No. of Fireplaces                              | Optional          |
| iv.  | Type of Heat                                   | Gas forced air    |
| v.   | Approximate Unit Building Square Footage: 1618 |                   |

**Unit Type: B-6 - San Juan**

- |      |  |                |
|------|--|----------------|
| I.   | No. of Bathrooms                               | 2-1/2          |
| ii.  | No. of Bedrooms                                | 2+ rec. room   |
| iii. | No. of Fireplaces                              | Optional       |
| iv.  | Type of Heat                                   | Gas forced air |
| v.   | Approximate Unit Building Square Footage: 2118 |                |

**Units 35 through 50 in Phase 1 are restricted to Cottages.**

**END OF EXHIBIT B**

EXHIBIT C

Unit No.	Unit Area	Floor Location	Unit Building Type	Declared Value	Allocated Interests (%)	No of Attached Garage Parking Spaces	No. of Open Parking Spaces
1	3619				2.1739		
2	3619				2.1739		
3	5433				2.1739		
4	8436	1	B-2	\$129,950	2.1739	Two	None
5	5699	1	B-4	149,950	2.1739	Two	None
6	3360	1	B-2	129,950	2.1739	Two	None
7	3600	1	B-3	139,950	2.1739	Two	None
8	4560	1 & 2	B-6	169,950	2.1739	Two	None
9	3596	1 & 2	B-5	159,950	2.1739	Two	None
10	3666				2.1739		
11	3666				2.1739		
12	3666				2.1739		
13	3666				2.1739		
14	3790				2.1739		
15	3598				2.1739		
16	3525				2.1739		
17	3455				2.1739		
18	4429				2.1739		
19	4720				2.1739		
20	4489				2.1739		
21	4100	1	B-3	139,950	2.1739	Two	None
22	4692				2.1739		

PAGE 2 OF EXHIBIT C

Unit No.	Unit Area	Floor Location	Unit Building Type	Declared Value	Allocated Interest (%)	No. of Attached Garage Parking Spaces	No. of Open Parking Spaces
23	4130				2.1739		
24	4023				2.1739		
25	3659				2.1739		
26	4105				2.1739		
27	3817				2.1739		
28	4377				2.1739		
29	4342				2.1739		
30	4101				2.1739		
31	4196				2.1739		
32	4080				2.1739		
33	4080				2.1739		
34	4080				2.1739		
35	4297				1.6304		
36	2950				1.6304		
37	2950				1.6304		
38	2950				1.6304		
39	2950	1	C-3	109,950	1.6304	One	one
40	2950				1.6304		
41	2950				1.6304		
42	2950				1.6304		
43	2950				1.6304		
44	2950	1	C-2	99,950	1.6304	One	one
45	2950				1.6304		
46	2950				1.6304		

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Unit No.	Unit Area	Floor Location	Unit Building Type	Declared Value	Allocated Interests (%)	No. of Attached Garage Parking Spaces	No. of Open Parking Spaces
47	2950				1.6304		
48	2950				1.6304		
49	2950				1.6304		
50	2950				1.6305		

NOTES

1. The declarant reserves the right to create up to 180 total Units in Phase 1 and all future phases of the condominium.
2. Unit Buildings are presently built and complete only on the nine Units for which Unit Building type information is inserted above. Exhibit C and Article 22.8 of the Declaration will be amended to add additional Unit Building information as Unit Buildings are built.

END OF EXHIBIT C