



DECLARATION  
FOR  
ANACORTES CHAMBER OF COMMERCE CONDOMINIUM

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DECLARATION SUBMITTING  
ANACORTES CHAMBER OF COMMERCE CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 16 day of November, 1999, by the Anacortes Chamber of Commerce Inc., a Washington nonprofit corporation, hereinafter referred to as "Declarant".

Declarant proposes to create a condominium to be known as "Anacortes Chamber of Commerce Condominium", which will be located in Anacortes, Skagit County, Washington. The purpose of this Declaration is to submit the subject property to the condominium form of ownership in the manner provided by the Washington Condominium Act.

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

ARTICLE 1

DEFINITIONS

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

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

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

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

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

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1.5 "Declarant" means the Anacortes Chamber of Commerce.

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

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

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

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

1.10 "Survey Map and Plans" means the survey map and plans of Anacortes Chamber of Commerce Condominium, recorded simultaneously with the recording of this Declaration, bearing recording number 199911230053 and in Volume      of Survey map and plans, pages     .

1.11 "Unit Number" means an alphabetical letter that identifies only one Unit.

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

## ARTICLE 2

### SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Washington Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in Skagit County, Washington, and is more particularly described in the attached Exhibit A. The property

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submitted includes the land so described, the building, improvements, and all easements, and rights and appurtenances located on, belonging to or used in connection with said property.

### ARTICLE 3

#### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Anacortes Chamber of Commerce Condominium" which shall be located on a public street at 819 Commercial Avenue, Anacortes, Washington.

### ARTICLE 4

#### UNITS

4.1 General Description of Building. The condominium consists of one two-story wood frame office building with an approximate total of 5,330 square feet of gross floor area. The condominium is located on an approximate 12,000 square foot commercially zoned site with all known utilities available.

4.2 General Description, Location and Designation of Units. The condominium consists of a total of 7 Units. The dimensions, designation and location of each Unit are shown in the Survey map and plans. The approximate area and other required information not otherwise set forth in the body of the Declaration is set forth on the attached Exhibit B which is attached hereto and incorporated by reference herein. None of the units contains bathrooms, bedrooms, or fireplaces. All of the units are heated by natural gas. Unit F contains a kitchen. Each of the units shall be identified by a letter of the alphabet from A through G.

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



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

ARTICLE 5

COMMON ELEMENTS

The common elements consist of everything except the Units.

ARTICLE 6

LIMITED COMMON ELEMENTS

The limited common areas and facilities are reserved for the exclusive use of the units to which they are adjacent or assigned as is more particularly shown on the survey map and plans being filed coincident herewith. Said limited common areas and facilities consist of:

6.1 There is one bathroom, small lounge, and kitchen in the northeast corner of the building on the first floor which are reserved for the use of the Owners of Units A, B, and C.

6.2 The hallway on the first floor in the northern portion of the building is reserved for the use of the Owners of Units A, B, and C.

6.3 The inside stairway between the first and second floors, second floor lobby area, and the two bathrooms on the second floor are reserved for the use of the Owners of Units D, E, F, and G.

6.4 The mechanical room on the first floor and the elevator which services the first and second floors are reserved for the use of the owners of Units D, E, F, and G.

6.5 There are two restrooms in the southwestern corner of the building on the first floor which are deemed to be public restrooms for the use of the general public in common with the owner of Unit A.

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6.6 The two sets of exterior/outside stairs running between the first and second floors and the second floor deck attached to the eastern portion of the building are reserved for the use of the Owners of Units F and G.

6.7 Unit F has been assigned two uncovered parking spaces and Units A, B, C, D, E and G have each been assigned one uncovered parking space. The number assigned to each parking space is set forth on the Survey Map and Plans and the specific spaces assigned to each unit are set forth on the attached Exhibit B.

6.8 Any doorsteps, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside of the Unit's boundaries.

ARTICLE 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

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

ARTICLE 8

ALLOCATION OF EXPENSES AND PROFITS; VOTING

8.1 Allocation of Common Profits and Expenses. Except as provided for below, the common profits, if any, and the common expenses of the Condominium, shall be allocated to the Owner of each Unit according to the allocation of undivided interest of such Unit in the common elements as shown in Exhibit B. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction, or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.

8.2 Special Limited Common Expenses.

8.2.1 The Owners of Units A, B, and C shall each be responsible for one-third (1/3) of all costs connected with the maintenance, repair, and replacement of the bath-



room, lounge, and kitchen areas referred to in Article 6.1 above and the hallway referred to in Article 6.2 above.

8.2.2 The Owners of Units D, E, F and G shall each be responsible for the following stated percentage of all costs connected with the maintenance, repair, and replacement of the stairway, second floor lobby area, and two bathrooms referred to in paragraph 6.3 above:

Unit D - 5%; Unit E - 15%;  
Unit F - 55% and Unit G - 25%.

8.2.3 The Owners of Units D, E, F and G shall each be responsible for the following stated percentage of all costs connected with the maintenance, repair, and replacement of the elevator and mechanical room referred to in paragraph 6.4 above:

Unit D - 5%; Unit E - 15%;  
Unit F - 55%; and Unit G - 25%.

8.2.4 The Owner of Unit A shall be responsible for all costs connected with the maintenance, repair, and replacement of the bathrooms referred to in paragraph 6.5 above.

8.2.5 The Owners of Units F and G shall each be responsible for one-half (1/2) of all costs connected with the maintenance, repair, and replacement of the two sets of outside/exterior stairs and the deck referred to in Article 6.6 above.

8.2.6 The costs of the maintenance, repair, and replacement of the uncovered parking spaces shall be allocated to the owner of each Unit according to the allocation of undivided interest of such Unit in the common elements as shown in Exhibit B.

8.2.7 The Owner of the Unit for the which the limited common elements referred to in Article 6.8 above are appurtenant shall be solely responsible for the maintenance, repair, and replacement of said limited common elements.

8.3 Allocation of Voting Rights. There shall be seven (7) voting rights for the affairs of the Association with the Owner of each unit having one (1) vote. The method of voting shall be as specified in the Bylaws.



ARTICLE 9

SPECIAL DECLARANT RIGHTS

The Declarant reserves no special development or declarant rights other than the right to appoint or remove any officer or any member of the Board of Directors, or to veto or approve a proposed action of the Board or Association during any period of Declarant control as provided under RCW 64.34.308(4) in Article 16 below.

ARTICLE 10

USE OF PROPERTY

10.1 All units shall be used for commercial, business or governmental purposes. No unit shall be used for residential purposes.

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

10.3 No animals, shall be raised, bred, or kept in any Unit or on the common elements or limited common elements.

10.4 No Unit shall be leased or sold as a time share.

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

10.6 Additional limitations on use are contained in the Bylaws and the Rules and Regulations which may be adopted pursuant to the Bylaws. Each Unit owner shall be bound by each of such documents.



ARTICLE 11

MAINTENANCE OF COMMON ELEMENTS

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

11.2 Mortgagee's Rights Upon Failure to Maintain. If the Mortgagee of any Unit determines that the Board of Directors is not providing an adequate maintenance, repair, and replacement program for the common elements, such Mortgagee, at its option, may give a notice to the Board of Directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

ARTICLE 12

EASEMENTS

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

12.2 Encroachments. Except as provided in Article 4.4, each Unit and all common elements shall have an easement over all adjoining Units and common elements for the purpose of accommodating any present or future encroachment as a



result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang, or projection. There shall be valid easements for the maintenance of the encroaching Units and common elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment. This provision does not relieve a Unit Owner of liability in the case of willful misconduct or the Unit Owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Survey map and plans. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

12.3 Granting of Easements by Association. The Association, upon prior approval of 75 percent of the voting power of the Unit Owners, may execute, acknowledge, deliver, and record on behalf of the Unit Owners leases in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairman and secretary of the Association. No such interest may be granted with regard to a limited common element unless the Owners and Mortgagees of the Units having the right to use such limited common element join in the instrument granting the interest.

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

12.5 Easements for Declarant. Declarant and Declarant's agents, successors, and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purposes of completing or making repairs to



existing structures and the for the purpose of carrying out any sales and/or rental activities necessary or convenient for the sale or rental of Units owned by Declarant and the right to use a Unit as a sales office, and for the purpose of discharging any other obligation or right of Declarant, whether arising under the Washington Condominium Act or reserved in this Declaration or the Bylaws.

12.6 Elevator Easement. The Association shall have an easement in Unit D for the limited purpose of accessing the mechanical room adjacent to the elevator immediately adjacent to said unit as disclosed on the Survey Map and Plans.

12.7 Unrecorded Easements. As shown on the Survey Map and Plans, and referred to in Note 5 thereon, there are areas in the eastern portion of Lot 14 of the condominium property, and the western portion of Lot 15 which is adjacent thereto, which share common ingress and egress from 9th Street to the alley to the north. There are no easements of record for said shared use.

#### ARTICLE 13

##### APPROVAL BY MORTGAGEES

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

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

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

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

13.1.4 Any proposed action which would require consent of a specified percentage of Eligible Mortgage Holders as required by this article.



13.2 Voting Rights.

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

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

Any amendment to the Declaration or Bylaws which changes any of the following shall constitute a material change:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Section 6;
- (f) The boundaries of any Unit;
- (g) Conversion of Units into common elements or of common elements into Units;
- (h) Expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium, except as provided in Article 15;
- (i) Insurance or fidelity bonds;
- (j) The leasing of Units;



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

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

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

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

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

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

13.3.1 Abandonment or termination of the Condominium regime.

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

13.3.3 The partition or subdivision of any Unit.



13.3.4 Abandonment, partition, subdivision, encumbrance, sale or transfer or the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Association pursuant to Article 12.3 shall not be deemed a transfer within the meaning of this clause.

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

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

#### ARTICLE 14

##### ASSOCIATION OF UNIT OWNERS

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

14.2 Membership; Board of Directors. Each Unit Owner shall be a member of the Association. The affairs of the Association shall be governed by a Board of Directors comprised of three (3) directors. The "Owner" of each Unit shall designate one (1) person to serve as a Director.

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



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14.4 Adoption of Bylaws, Declarant Control of Association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided for in Article 16 below.

## ARTICLE 15

### AMENDMENT

15.1 How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Unit Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

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

15.3 Recordation. The amendment shall be effective upon recordation in the Records of Skagit County, Washington, certified to by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Washington Condominium Act. Amendments must contain a cross reference by recording numbers to this Declaration and the Survey Map and Plans, and any amendments to either document.



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ARTICLE 16

DECLARANT CONTROL PERIOD

16.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board; provided that:

16.1.1 Within sixty (60) days after conveyance of the second Unit to an Owner other than the Declarant, at least one member of the Board must be elected by Owners other than the Declarant; and

16.1.2 Within sixty (60) days after conveyance of the second Unit to an Owner other than the Declarant, at least two members of the Board must be elected by Owners other than the Declarant.

16.2 Transition Date. Declarant control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of:

16.2.1 Sixty (60) days after conveyance of the fifth Unit to Owners other than the Declarant;

16.2.2 Two years after the last conveyance or transfer of record of a Unit except as security for a debt; or

16.2.3 The date on which the Declarant records an amendment to the Declaration, under which amendment the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board.

If the Declarant voluntarily surrenders control pursuant to 16.2.3 above, the Declarant may require that for the duration of the period of Declarant Control, certain specified actions of the Association or the Board must be approved by the Declarant before they become effective. Such actions must be described in the recorded amendment to the Declaration which surrenders Declarant Control.

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



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

## ARTICLE 17

### CONVEYANCE BY OWNERS; NOTICE REQUIRED

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

## ARTICLE 18

### SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the





**EXHIBIT "A"**

Lots 11 through 14, Block 20, MAP OF THE CITY OF ANACORTES, according to the Plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington;

Situated in Skagit County, Washington.



EXHIBIT B TO ANACORTES CHAMBER OF COMMERCE  
CONDOMINIUM DECLARATION

The primary references to this Exhibit are set forth in Articles 4.2, 6, and 7 of the Declaration. The type of heat and heat service for the units is gas forced air. There are 17 uncovered parking spaces in the condominium. There are nine (9) unassigned parking spaces which shall be considered to be common elements and which include one (1) space designated for handicapped parking permits only. As set forth below, and referred to in Article 6, eight (8) of the parking spaces, with reference to the numbered space, are assigned to the individual units. Set forth below is more detailed information concerning the individual Units of the condominium:

Unit Number	Floor Level	Parking Spaces	Approx. Area in square feet	Allocated interest in Common Elements (Percentage)
A	First	9	436	8.2
B	First	10	320	6.0
C	First	15	864	16.2
D	First	14	270	5.1
E	First	12	1,014	19.0
F	Second	16 & 17	1,686	31.6
G	Second	8	740	13.9
<b>TOTALS</b>			<b>5,330</b>	<b>100 %</b>

