



200301210025

Skagit County Auditor

1/21/2003 Page

1 of

5 10:18AM

After recording return document to:

YOUNGQUIST & BETZ
904 South Third
Mount Vernon, WA 98273

DOCUMENT TITLE: THIRD AMENDMENT DECLARATION OF
MADDOX HIGHLANDS CONDOMINIUM 1 ASSOCIATION
REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): Maddox Highlands Condominium 1 Association

ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.

GRANTEE(S): The Public

ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.

LEGAL DESCRIPTION: Phase I Lots B-10 and B-11 Maddox Creek P.U.D., Phase 3, recorded August 14, 2000, under Skagit County Auditor's File No. 200008140137, records of Skagit County, Washington.

Now known as Maddox Highlands Condominium 1 according to the Declaration thereof recorded under Auditor's Number 200101230038 and the Survey Map and Plans thereof recorded under Auditor's Number 200101230037 records of Skagit Co.

Future Phase II-Lot B-9 Maddox Creek P.U.D., Phase 3, as recorded August 14, 2000, under Skagit County Auditor's File No. 200008140137, records of Skagit County, Washington.

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S): Lot B-10: 4756-002-010-0000

Lot B-11: 4756-002-011-0000

Lot B-9: 4756-002-009-0000

**REFERENCE NO. OF DOCUMENT
BEING MODIFIED:**

Declaration, Auditor's File #200101230038

**THIRD AMENDMENT
DECLARATION OF MADDOX HIGHLANDS CONDOMINIUM 1**

The Third Amendment to the Declaration, pursuant to the provisions of the Washington Condominium Act and the Declaration of Maddox Highlands Condominium 1 Association is made and executed this 9th day of JANUARY, 2003, by Maddox Highlands Condominium 1 Association, a Washington Nonprofit Corporation (Association). The purpose of this Third Amendment to the Declaration is to further limit the leasing and rental of units within the Condominium development.

Now, therefore, the Association does hereby declare and provide as follows:

1. Article 10 of the Declaration, entitled "Use of Property," subparagraph "7.5, is hereby re-designated as 10.1.

2. Article 10 of the Declaration, entitled "Use of Property," paragraph 10.1 (h) is hereby eliminated in its entirety and in its place, the following shall be and is hereby adopted:

(h) Leasing and Rental of Units

1. **"Governing Documents"** means the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

2. **"Occupant"** means anyone who occupies an condominium unit as a permanent residence or who stays overnight in any condominium unit more than fourteen (14) days in any calendar month or more than sixty (60) days per calendar year.

3. **"Related Party"** means a person who has been certified in a written document filed by a condominium unit owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the owner or the lineal descendant or ancestor of any of the foregoing persons, the office, director or employee of any owner which is a corporation, the trustee or beneficiary of any owner which is a trust, or the partner or employee of any owner which is a partnership.

4. **"Tenant"** means and includes a tenant, lessee, renter or other non-owner Occupant of a condominium unit that is not occupied by its owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

5. **Rental Defined and Regulated.** The rental of a condominium unit shall be governed by the provisions of the Declaration, including without



limitation this Section. As used in the Declaration, the terms "to rent," "renting," or "rental" shall refer to and include the leasing or renting of a condominium unit by its owner, and to the occupancy of a condominium unit solely by a person or persons other than its owner.

6. **Minimum Lease Term Required.** No condominium unit owner shall be permitted to Rent or Lease or permit to use less than the entire condominium unit; or to rent or otherwise permit his or her condominium unit to be used for hotel or transient purposes, for a period of less than six (6) months, without the written consent of the Board of Directors of the Association.

7. **Tenant Compliance.** A Tenant occupying a condominium unit shall agree, in writing, to be bound by the governing documents of the Association. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the governing documents against the Tenant as it would have against the owner. Notwithstanding the foregoing, the owner of a condominium unit shall still be responsible for all acts and/or omissions of the owner's Tenant; the Tenant and the owner shall have joint and several liability.

8. **Number of Rentals Allowed.** No more than one (1) condominium unit in the Association shall be occupied by a non-owner at any time, unless a hardship exception, as set forth below, is granted by the Board of Directors. (More specifically, as to Maddox Highlands, there shall be not more than one (1) non-owner occupied unit out of the thirteen (13) units at any one time).

9. **Hardship Exception.** The Board of Directors of the Association may grant, in its sole and absolute discretion, a hardship exception which would allow more than one (1) unit to be occupied by a non-owner, as provided for in 10 (h) 8 above, notwithstanding the fact that such exception would temporarily cause the number of non-owner occupied units to exceed number of such tenancy allowed; provided, however, that such hardship exception shall require that the tenancy not exceed six (6) months with a possibility of an extension of a period of not more than six (6) months if allowed by the Board of the Association, in writing.

10. **Governing Documents to be Provided to Tenants.** Each condominium unit owner who rents or leases a unit in the condominium to a Tenant or allows the occupancy of a condominium unit by a Related Party shall provide that Tenant or Related Party with a copy of the governing documents. If the condominium unit owner fails to provide evidence to the Association that it has done so, the Association may furnish a copy of these documents to the Tenant or Related Party and charge the owner an amount to be determined by the Board



This Amendment is hereby adopted and approved this 7th day of JANUARY, 2003.

IN WITNESS WHEREOF, the Association has caused this Third Amendment to the Declaration to be executed this 9th day January, 2003

By: Doane T. Blair
DOANE BLAIR, Director

Jean Alden
JEAN ALDEN, Director

William H. Snow
WILLIAM SNOW, Director

This is to certify that on the 9th day of January, 2002³, before me, the undersigned Notary Public, **WILLIAM SNOW**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington
residing at Berlinton, WA
and as a witness.



STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

This is to certify that on the 9th day of January, 2002³, before me, the undersigned Notary Public, **JEAN ALDEN**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kath A. Rasmussen
Notary Public in and for the State of Washington,
residing at Burlington, WA
and as a witness.

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

This is to certify that on the 9th day of January, 2002³, before me, the undersigned Notary Public, **DOANE BLAIR**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kath A. Rasmussen
Notary Public in and for the State of Washington,
residing at Burlington, WA
and as a witness.



200301210025
Skagit County Auditor

1/21/2003 Page

5 of

5 10:18AM