

AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
114 W. MAGNOLIA ST., SUITE 414
BELLINGHAM, WA 98225



200301290053
Skagit County Auditor

1/29/2003 Page 1 of 8 10:26AM

TITLE OF DOCUMENT:

SECOND AMENDMENT TO DECLARATION FOR
SKAGIT AIRPORT HANGAR CONDOMINIUM

AF# OF AFFECTED DOCUMENT:

AF # 200209300320

GRANTOR:

DEAN HOLT CONSTRUCTION, LLC

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

SKAGIT AIRPORT HANGAR CONDO, AF
#200209300320

**SECOND AMENDMENT TO DECLARATION
FOR SKAGIT AIRPORT HANGAR CONDOMINIUM**

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT TO ADD ADDITIONAL PHASE
AND TO MODIFY USE RESTRICTIONS

THIS AMENDMENT is made this 14th day of January, 2003, by DEAN HOLT
CONSTRUCTION, LLC, a Washington Corporation ("Declarant").

WITNESSETH THAT:

WHEREAS, the Declarant executed certain Condominium Instruments establishing SKAGIT AIRPORT HANGAR CONDOMINIUM in Skagit County, Washington and caused the Declaration to be recorded in the land records of Skagit County, Washington, at Auditor's File No. 200209300320, along with a Survey Map and Plans, which were contemporaneously recorded in the Auditor's Office of said County; the Declaration has been amended by a First Amendment to Declaration recorded at Auditor's File No. 200210250127, and the Survey Map has been amended by a First Amendment to Survey Map recorded at Auditor's File No. 200210250126.

WHEREAS, pursuant to RCW 64.34.236 and Sections 3.3.2 and 17.6 of the Declaration, the Declarant may unilaterally amend the Condominium Instruments from time to time to exercise Development Rights; and

WHEREAS, in Section 3.3.1 of the Declaration, the Declarant reserved Development Rights to develop the Condominium in up to four "Phases" by adding improvements to the Condominium and creating

additional Units, Common Elements, or Limited Common Elements within the real property included in the Condominium; and

WHEREAS, the Declarant now wishes to exercise one or more of such Development Rights and has created additional improvements, Units and Common Elements as more particularly described below, all for the purpose of creating an additional Phase of Development, known as "Phase 3", consisting of ten (10) additional Units, as described in Section 3.3.1 of the Declaration.

WHEREAS, pursuant to RCW 64.34.264 and Section 17.1 of the Declaration, the Declaration of this Condominium may be amended by the vote or agreement of unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; it has appeared desirable to amend Sections 9.1.1 and 9.1.5 of the Declaration, dealing with use restrictions, in the manner hereinafter specified, and the necessary consent of the requisite percentage of Unit Owners has been obtained; the Declarant has elected to incorporate the changed language into this Amendment, to spare the Association the cost of having such an amendment prepared in its name.

NOW, THEREFORE, pursuant to and in compliance with Section 3.3.2 of the Declaration and RCW 64.34.236, the Declarant hereby amends the following Sections of the Declaration, as follows:

1.2.1 Reference to Second Amendment to Survey Map.

Contemporaneously with the recordation of this Amendment, the Declarant has recorded with the Auditor of Skagit County, Washington a Second Amendment to the Survey Map and Condominium plans, showing the location and dimensions of the new Units and other improvements constructed or contemplated to be constructed for Phase 3 of this Condominium, together with other information required by the Condominium Act. This Second Amendment to the Survey Map and Plans is recorded at Auditor's File No. 200301290052

3.1 Land and Street Address.

The land on which the buildings and improvements of this Condominium are located is situated at 15305, 15325 & 15347 Crosswind Drive, Burlington, Skagit County, Washington, and is more particularly described in Exhibit "A" to the Declaration.

3.2 Buildings.

The Condominium presently contains three (3) buildings containing Units, all of which are depicted on the Survey Map and Plans. Building 3, located at 15347 Crosswind Drive, contains a common restroom.

3.3 Development Rights.

3.3.1 Description.

(No change.)

* * * * *

4.1.1 Number of Units Following Amendment. The Condominium contains twenty-four (24) Units. The location of existing Units within the buildings and their dimensions are shown on the



Condominium Survey Map and Plans, as amended. The Second Amendment to Exhibit B to the Declaration attached hereto contains a list of all Units, their identifying numbers, location, style and the Allocated Interests appurtenant to each Unit. The Allocated Interests have been reallocated among all Units in accordance with Section 3.3.2 of the Declaration and with RCW 64.34.236(l).

5.6 Parking Spaces.

The Condominium contains a total of thirty-six (36) uncovered parking spaces, which are depicted on the Survey Map. References to "Exhibit C" in the First Amendment to Declaration were inadvertent and are hereby deleted. (The rest of this Section is unaffected by this Amendment.)

6.1 Limited Common Elements.

(No Change.)

9.1 Permitted Uses.

9.1.1 General Aviation Aircraft Hangar Use.

The Units and Common Elements may be used only for purposes of storing and maintaining aircraft, related equipment and vehicles, and for such ancillary uses and purposes compatible with general aviation use as may be authorized through the advance written approval of the Ground Lessor and which are consistent with applicable laws, ordinances and regulations of any governmental authority with jurisdiction, including without limitation those of the Federal Aviation Administration (FAA). No use of the Condominium Property may interfere with landings or take-offs by aircraft using the Airport, nor otherwise constitute a hazard to any person or activity in or around the Airport.

9.1.5 Vehicle Parking.

Motor vehicle parking is permitted only in those areas that are specifically designated for such purposes, and no parking is permitted on any public streets, rights of way or other properties within the Airport not included within the Condominium Property. Parking of any motor vehicle at any location within the Condominium is further subject to the limitation that no such motor vehicle shall obstruct the free passage of aircraft or the free passage of vehicles and/or pedestrians to and from other Units or to or from the Airport. Owners may park motor vehicles within Units, notwithstanding that aircraft storage must be the primary use of the Units. The Board may require removal of any improperly parked, or inoperative or unregistered vehicle, and any other equipment or item improperly stored or parked within the Condominium property. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by Rules and Regulations adopted by the Association.



20. Certificate of Completion of All Units

Declarant hereby certifies, pursuant to RCW 64.34.200(2), that all structural components and mechanical systems of all buildings containing or comprising any Units in the Condominium, including the Units added by this Amendment, are substantially completed.

___ Exhibits.

Attached hereto is the Second Amendment to Exhibit B to the Declaration.

EXCEPT as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first written above.

DECLARANT:
DEAN HOLT CONSTRUCTION, LLC

BY: [Signature]

Its PRESIDENT



200301290053
Skagit County Auditor

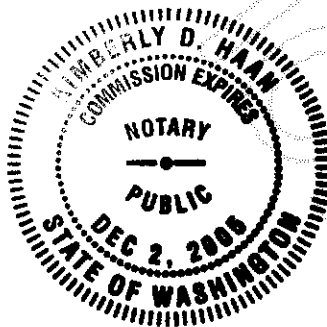
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Dean Holt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the President of the Declarant, DEAN HOLT CONSTRUCTION, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: January 14, 2003.



Kimberly D. Haan
NOTARY PUBLIC in and for the State of
Washington. My commission expires:
12/2/06



200301290053
Skagit County Auditor

CONSENT BY GROUND LESSOR

PORT OF SKAGIT COUNTY, a Washington municipal corporation, as the Lessor under the Ground Lease described in Section 3.4 of this Declaration, hereby consents that the new Phase of development reflected in this Amendment to Declaration may be created in accordance with the foregoing.

DATED this 28 day of JANUARY, 2003.

LESSOR: PORT OF SKAGIT COUNTY, a Washington Municipal Corporation

By Jerald W. Heller

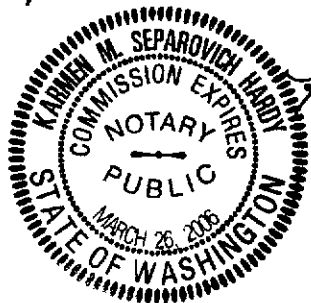
Printed Name: JEROLD W. HELLER

Title EYEC DIR.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Jerald W. Heller is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the ~~Commission~~ ^{Executive} ~~President~~ ^{Director} of PORT OF SKAGIT COUNTY, a Washington Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 28, 2003.



Karmen Separovich Hardy
NOTARY PUBLIC for the State of
Washington. My Commission
expires 3/26/06



200301290053
Skagit County Auditor

1/29/2003 Page 6 of 8 10:26AM

SECOND AMENDMENT TO EXHIBIT "B"

TO DECLARATION FOR SKAGIT AIRPORT HANGAR CONDOMINIUM

Unit No.	Unit Style	Square Footage	Utilities	Type of Heat	Allocated Interest*
300	T-Hanger	1,762	Rough Electric	None	4.45%
301	T-Hanger	1,265	Rough Electric	None	3.19%
303	T-Hanger	1,164	Rough Electric	None	2.94%
304	T-Hanger	1,164	Rough Electric	None	2.94%
305	T-Hanger	1,164	Rough Electric	None	2.94%
306	T-Hanger	1,164	Rough Electric	None	2.94%
307	T-Hanger	1,164	Rough Electric	None	2.94%
308	T-Hanger	1,164	Rough Electric	None	2.94%
309	T-Hanger	1,762	Rough Electric	None	4.45%
310	T-Hanger	1,365	Rough Electric	None	3.45%
400	T-Hanger	1,762	Rough Electric	None	4.45%
401	T-Hanger	1,365	Rough Electric	None	3.45%
403	T-Hanger	1,164	Rough Electric	None	2.94%
404	T-Hanger	1,164	Rough Electric	None	2.94%
405	T-Hanger	1,164	Rough Electric	None	2.94%
406	T-Hanger	1,164	Rough Electric	None	2.94%
407	T-Hanger	1,164	Rough Electric	None	2.94%
408	T-Hanger	1,164	Rough Electric	None	2.94%
409	T-Hanger	1,762	Rough Electric	None	4.45%
410	T-Hanger	1,365	Rough Electric	None	3.45%
501	Executive	2,996	Rough Plumbing, Rough Electric w/meter	Gas	7.55%
507	Executive	3,406	Rough Plumbing, Rough Electric w/meter	Gas	8.59%
511	Executive	3,425	Rough Plumbing, Rough Electric w/meter	Gas	8.64%
515	Executive	3,411	Rough Plumbing, Rough Electric w/meter	Gas	8.60%



Unit No.	Unit Style	Square Footage	Utilities	Type of Heat	Allocated Interest*
Totals		39,614			100.00%

* Allocated interests are the percentages of undivided interests in the Common Elements, fractional liability for the Common Expenses of the Association, and portions of the votes in the Association, allocated to each Unit under Section 5.3, 7.4.2, and 10.6 of the Declaration, pursuant to RCW 64.34.224(1). ALL ALLOCATED INTERESTS ARE SUBJECT TO CHANGE UPON AN EXERCISE OF DEVELOPMENT RIGHTS, as described at Section 3.3.2(a) of the Declaration.

† Square footages are calculated from architects' drawings, being measured from the center-line of party walls separating adjoining units to the exterior surfaces of perimeter walls. Such measurements are believed but not warranted to be accurate and will differ somewhat from calculations derived from Section 4.2 of the Declaration.



200301290053

Skagit County Auditor

1/29/2003 Page

8 of

8 10:26AM