



200405240153

Skagit County Auditor

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**DECLARATION SUBMITTING 125 NORTH 18TH STREET CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP**

**GRANTOR:** 125 North 18th Street Association LLC, a Washington  
Limited Liability Company

**GRANTEE:** 125 North 18th Street Condominium

**LEGAL DESCRIPTION:** Tracts "B", "C" and "D" of Short Plat  
No.MV-2-78, approved January 27, 1978 and recorded January  
27, 1978, under Auditor's File No.872767 in Volume 2 of Short  
Plats, page 185, records of Skagit County, being a portion of  
the Southwest 1/4 of the Northeast 1/4 of Section 20, Town-  
ship 34 North, Range 4 East, W.M. Subject to and together  
with all matters of record.

**TAX PARCEL NO.:** 340420-1-008-0002; **Property I.D. No.:** P26891

DECLARATION FOR  
125 NORTH 18TH STREET CONDOMINIUM

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THIS DECLARATION, pursuant to the provisions of the  
Washington Condominium Act, is made and executed by 125 North  
18th Street Associates LLC, a Washington limited liability  
company, ("Declarant").

Declarant proposes to create a condominium to be known as  
"125 North 18th Street Condominium" (hereinafter "Condom-  
inium"), which will be located in Skagit County, Washington.  
The purpose of this Declaration is to submit "Condominium" to  
the condominium form of ownership and use in the manner pre-  
scribed 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.

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1.3 "Bylaws" means the Bylaws of the "Association of Unit Owners of 125 North 18th Street 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 for of ownership by this Declaration.

1.5 "Declarant" means 125 North 18th Associates LLC and its successors and assigns.

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

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

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

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

1.10 "Plat" means the survey map and plans of 125 North 18th Street Condominium, recorded simultaneously with the recording of this Declaration, bearing recording number 200405240152 in the official records of Skagit County, Washington.

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

1.12 "Unit" means a physical portion of the condominium designated for separate ownership, the boundaries of which are described in Article 4.3 below.



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, legally described as follows:

Tracts "B", "C" and "D" of Short Plat No. MV-2-78, approved January 27, 1978 and recorded January 27, 1978, under Auditor's File No. 872767 in Volume 2 of Short Plats, page 185, records of Skagit County, being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 20 Township 34 North, Range 4 East, W.M. Subject to and together with all matters of record.

The property submitted includes the land so described, all buildings, improvements and structures, all easements, and rights and appurtenances located on, belonging to or used in connection with such land. By their signatures below, the managers of declarant hereby certify that all structural components and mechanical systems of the building containing the units hereby created are substantially completed.

## ARTICLE 3

### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "125 North 18th Street Condominium Association".

## ARTICLE 4

### Units

#### 4.1 General Description of Building.

The condominium shall consist of one one-story building with two office units located therein. The building is of wood frame construction, has wood siding, and has a steel metal roof.

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4.2 General Description, Location and Designation of Units.

The condominium consists of a total of two Units. Unit A is located in the north part of the building and Unit B in the south part of the building and both units. The units are connected by a lobby area which is a part of the common elements which is referred to on the Plat as "enclosed foyer".

The dimensions, designation and location of each Unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein. The approximate area of each Unit is shown on the attached Exhibit A. Exhibit A contains the identifying letter, number of bathrooms (whole or partial), type of heat and heat service. All of the parking spaces are uncovered and none are assigned to an individual unit. Both units are one story and each has a basement which is a part of the unit.

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 Plat become its boundaries rather than the metes and bounds expressed in the Plat, regardless of settling or lateral movement of the building or minor variance between boundaries shown on the Plat and those of the building.

ARTICLE 5

COMMON ELEMENTS

The common elements consist of everything except the Units.

ARTICLE 6

LIMITED COMMON ELEMENTS

The limited common areas and facilities are reserved for



the exclusive use of the unit 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 All exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside of the Unit's boundaries.

6.2 The outside steps, the landing area at the bottom of the steps, and the associated railings adjacent to the southwest portion of Unit B (hereinafter collectively referred to as "staircase" as referred to on Plat) are assigned to said unit.

6.3 The four heat pumps/heating and air conditioning units (hereinafter referred to in this declaration as "HVAC units") outside the eastern wall of unit A are assigned to said unit.

6.4 The three HVAC units on the western wall of unit B are assigned to said unit.

#### 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 both Units combined, as shown on the attached Exhibit A.

#### ARTICLE 8

##### ALLOCATION OF COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. Except as provided in Article 8.2 below, the common profits and common expenses of the Condominium shall be allocated to the Owner of each Unit according to the allocation of undivided interest of such Unit in the common elements. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction, or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association.



8.2 Special Assessments.

8.2.1 All expense connected with the maintenance, repair, and replacement of the staircase referred to in 6.2 above shall be the paid by the owner of Unit B.

8.2.2 All expense connected with the maintenance, repair and replacement of the HVAC units assigned to Unit A shall be paid by the owner of Unit A (see Article 6.3 above).

8.2.3 All expense connected with the maintenance, repair and replacement of the HVAC units assigned to Unit B shall be paid by the owner of Unit B (see Article 6.4 above).

8.3 Allocation of Voting Rights. Each Unit Owner shall be entitled to one vote in the affairs of the Association and for the purposes of this Declaration for each Unit owned by him. The method of voting shall be as specified in the Bylaws.

ARTICLE 9

SPECIAL DECLARANT RIGHTS

Declarant, its agents, employees and contractors shall have the right to complete improvements or otherwise perform work provided for any purchase or sale agreement between declarer and a Unit purchaser.

ARTICLE 10

USE OF PROPERTY

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

ARTICLE 11

MAINTENANCE

11.1 Common Elements. 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. The parking spaces





are restricted to the parking of operative vehicles.

11.2 Units. Each owner shall, at the owner's sole expense, keep the interior of their Unit in good repair and in a clean and sanitary condition and shall do all painting, staining, or other repairs necessary to maintain the good appearance and condition of their Unit. Each owner shall be responsible for the maintenance, repair, and replacement of any plumbing fixtures or appliances which are in the Unit that serve the Unit only, and shall replace any glass in the windows and in the exterior doors of the Unit that become cracked or broken.

11.3 Limited Common Elements. Each owner shall maintain the limited common elements assigned to it in a clean and sanitary condition and shall not permit waste thereon. All of the expense connected with the maintenance and repair of the limited common elements assigned to each unit shall be at the sole expense of the owner of that unit (see Articles 8.2.1, 8.2.2, and 8.2.3 above).

11.4 Exterior Appearance. In order to preserve a uniform exterior appearance to the building, and the common or limited common elements visible to the public, the Board may require and provide for the painting and other decorative finish of the building 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 building or other common and 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. The board may also require use of a uniform color of draperies, under draperies or drapery lining for both units.

11.5 Signs. No signs of any kind shall be displayed to the public view on or from any unit or common element or limited common element without the prior consent of the Board.

11.6 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 Plat. The encroachments described in this Section 12.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

12.3 Granting of Easements by Association. The Association, upon prior approval of 100 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.

#### ARTICLE 13

##### APPROVAL BY MORTGAGEES

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

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

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

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



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

13.2 Termination and Amendment to Documents.

13.2.1 The approval of any Eligible Mortgage Holders holding a Mortgage on one of the Units 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 The approval of an Eligible Mortgage holder holding a Mortgage on one of the Units 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;
- (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 one hundred percent (100%) of the holders of first Mortgages on Units in the Condominium (based upon one vote for each first Mortgage owned) and of the Unit Owners (other than Declarant) must be obtained for the following:

13.3.1 Abandonment or termination of the Condominium regime.

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

13.3.3 The partition or subdivision of any Unit.



13.3.4 Abandonment, partition, subdivision, encumbrance, sale or transfer 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. Upon the recording of this Declaration an association of Unit Owners shall be organized to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. The name of this Association shall be "Association of Unit Owners of 125 North 18th Street Condominium", and the Association shall be a Washington non-profit corporation.

14.2 Membership; Board of Directors. Each Unit Owner shall be a member of the Association. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

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

14.4 Adoption of Bylaws, Declarant Control of Association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. At



the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided for in the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws.

## ARTICLE 15

### AMENDMENT

15.1 How Proposed. Amendments to the Declaration shall be proposed by one of the Unit owners. 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 one hundred percent (100%) of the voting rights of the Condominium and by Mortgagees to the extent required by Article 13.

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.

## ARTICLE 16

### SEVERABILITY

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



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 24 day of MAY, 2004.

125 North 18th Street Associates LLC

by Robert W. Pringle, MD  
Robert W. Pringle, MD - Manager

by Barbara H. Pringle, MD  
Barbara H. Pringle, MD - Manager

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

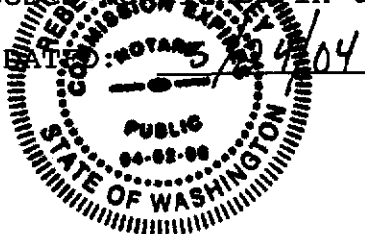
I certify that I know or have satisfactory evidence that ROBERT W. PRINGLE, MD signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Rebecca S. Bradley  
Notary Public in and for the State of Washington, residing at BURLINGTON.  
My appointment expires: 4.2.08.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that BARBARA H. PRINGLE, MD signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Rebecca S. Bradley  
Notary Public in and for the State of Washington, residing at BURLINGTON.  
My appointment expires: 4.2.08.

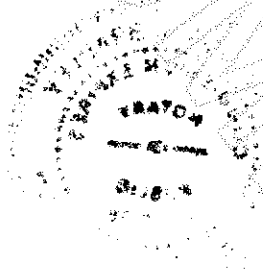
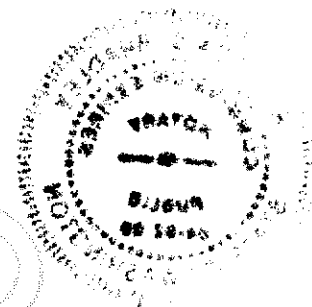
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UNOFFICIAL DOCUMENT



# EXHIBIT A

The primary reference to this Exhibit is set forth in Article 4.2 of the Declaration. The primary source of heat and heat service for Units A and B is supplied by natural gas forced air in each unit. Set forth below is more detailed information concerning the individual units of the condominium.

Unit Number	Floor Level	Number of Bathrooms	Approx. Area in square feet	Allocated interest in Common Elements (Percentage)
Unit A	1	1 full bath and 5 half baths		54.4%
	Main Floor		4,110	
	Basement		<u>1,007</u>	
	Total		5,117	
Unit B	1	2 half baths		45.6%
	Main Floor		3,537	
	Basement		<u>751</u>	
	Total		4,288	
Totals			9,405 sq. feet	100%