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WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

**DECLARATION SUBMITTING SHORETIME CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

**GRANTORS: ROBERT J. BJERK and SHERYL O. BJERK,
husband and wife**

GRANTEE: SHORETIME CONDOMINIUM

LEGAL DESCRIPTION:

**PARCEL A: LOTS 8 AND 9, BLOCK 8, PLAT OF HENSLER'S FIRST
ADDITION OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF
SKAGIT COUNTY, WASHINGTON; SUBJECT TO: RESTRICTIONS, RESER-
VATIONS AND EASEMENTS OF RECORD.**

TAX ACCOUNT NO.: P57362

**PARCEL B: LOTS 10 AND 11, EXCEPT THE EAST 6 FEET OF LOT 11,
BLOCK 8, PLAT OF HENSLER'S FIRST ADDITION OF THE CITY OF ANA-
CORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3
OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON; SUB-
JECT TO: RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.**

TAX ACCOUNT NO.: P57363

DECLARATION
FOR
SHORETIME CONDOMINIUM

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THIS DECLARATION, pursuant to the provisions of the
Washington Condominium Act, is made and executed this 7
day of June, 2004, by ROBERT J. BJERK and SHERYL O.
BJERK, husband and wife, as "Declarant".

Declarant proposes to create a condominium to be known as
SHORETIME CONDOMINIUM which will be located in Skagit County,
Washington. The purpose of this Declaration is to submit the
subject property to the condominium form of ownership and use
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.

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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 SHORETIME 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 plus any additional property that may be annexed to the project pursuant to Article 15 below.

1.5 "Declarant" means ROBERT J. BJERK and SHERYL O. BJERK and their 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 SHORETIME CONDOMINIUM, recorded simultaneously with the recording of this Declaration, bearing recording number 200406290181, in the records of Skagit County, Washington.

1.11 "Unit Number" means numeric numbers that identify only one Unit.

1.12 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 as set forth in such section.

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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 legally described as follows:

PARCEL 1: LOTS 8 AND 9, BLOCK 8, PLAT OF HENSLER'S FIRST ADDITION OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON; SUBJECT TO: RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

PARCEL 2: LOTS 10 AND 11, EXCEPT THE EAST 6 FEET OF LOT 11, BLOCK 8, PLAT OF HENSLER'S FIRST ADDITION OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON; SUBJECT TO: RESTRICTIONS, RESERVATIONS AND EASEMENTS 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.

ARTICLE 3

NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "SHORETIME CONDOMINIUM."

ARTICLE 4

Units

4.1 General Description of Buildings.

The condominium shall consist of two two-story buildings with four apartment units located in each building. The buildings are of wood frame construction with composition roofs. Units that have 907 in their unit number are located in the building on the western portion of the property and units that have 903 in their unit number are located in the building on the eastern portion of the property. The building with the units having the number 907 has wood siding and

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the building having the number 903 as a part of its unit number has vinyl siding.

4.2 General Description, Location and Designation of Units. 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 number, number of bathrooms (whole or partial), number of bedrooms, levels on which each Unit is located, type of heat and heat service, number of parking spaces and whether covered, uncovered, or enclosed, if any, as the same apply to each 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. Contained within each unit is a storage area on the first floor which is within the unit's walls except for a portion of the storage area which extends into the covered carport which is adjacent to each unit (see Articles 6.1 and 6.2 below) which is accessed through a door in the carport. 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 including a "storage shed" on the southern portion of the property adjacent to the alley which shall be for the purposes of storage for the condominium homeowners association referred to in Article 14 below.



ARTICLE 6

LIMITED COMMON ELEMENTS

The limited common elements 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 (also referred to as the "plat"). Said limited common elements and facilities consist of:

6.1 The two units on the north side of each building, being Units 903-1, 903-2, 907-1, and 907-2, each have two covered "carport" parking spaces assigned to them. Said Units and parking spaces access onto 27th St., an Anacortes city street. Adjacent to the parking spaces is a paved area used for parking which is not on the condominium property and therefore has not been assigned to any unit.

6.2 The two units on the south side of each building, being units 903-3, 903-4, 907-3, and 907-4, each have two covered "carport" parking spaces assigned to them. Said units and parking spaces have access to the city of Anacortes alley immediately adjacent to the south of the condominium property and then via said alley to Q Avenue and 27th and 28th Streets, all of which are Anacortes city streets. Adjacent to the parking spaces is a paved area used for parking which is not on the condominium property and therefore has not been assigned to any unit.

ARTICLE 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Unit shall have an undivided 12.5% ownership interest in the common elements which has been determined by the ratio by which the approximate area of each Unit bears to the total approximate area of all Units combined. The first floor of each unit is approximately 316 square feet and the second floor is approximately 675 square feet for a total of 991 square feet. The portion of the storage area which extends into the covered carport adjacent to each unit is approximately one foot five inches wider in the units with 907 in their unit number than those in the units with 903 in their unit number.

ARTICLE 8

ALLOCATION OF 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. Although each building has its own water meter, all expenses connected with water, sewer, and garbage, shall be allocated equally to each unit in the condominium.

8.2 Special Assessments.

8.2.1 The building in which units 903-1, 903-2, 903-3, and 903-4 are located has vinyl siding and any and all costs connected with the maintenance, repair, and replacement of said siding shall be allocated 25% each to the owners of said units. In addition, all costs connected with the maintenance, repair and replacement of the roof on said building shall be allocated 25% each to the owners of said units.

8.2.2 The building in which units 907-1, 907-2, 907-3, and 907-4 are located has wood siding and any and all costs connected with the maintenance, repair, and replacement of said siding shall be allocated 25% each to the owners of said units. In addition, all costs connected with the maintenance, repair and replacement of the roof on said building shall be allocated 25% each to the owners of said units.

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

9.1 Control of Association.

9.1.1 Subject to the other provisions of this article 9.1 below declarant, or persons designated by the declarant, may appoint and remove the officers and members of the board of directors of the association which is referred to in article 14 below or veto or approve a proposed action of the board of directors of said association. The declarant's failure to veto or approve such proposed action in writing within 30 days after receipt of written notice of the proposed action shall be deemed approval by the declarant.

9.1.2 Said declarant control terminates no later than the earlier of:

(a) Sixty days after the conveyance of six of the units to unit owners other than the declarant;

(b) Two years after the last conveyance or transfer of record of a unit except as security for a debt; or

(c) 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 of directors; provided however, the declarant may require, for the duration of the period of declarant control, that specified actions of the association or board of directors, as described in a recorded instrument executed by the declarant, be approved by the declarant before they become effective.

9.1.3 Not later than sixty days after the conveyance of two of the units to unit owners other than the declarant, at least one member and not less than twenty five percent of the members of the board of directors must be elected by unit owners other than the declarant. Not later than sixty days after the conveyance of four of the units to unit owners other than the declarant, not less than thirty three and one third percent of the members of the board of directors must be elected by unit owners other than the declarant.

9.1.4 Within thirty days after the termination of any period of declarant control, the unit owners shall elect a board of directors of at least three members, at least a



majority of whom must be unit owners. The board of directors shall elect the officers. Each member of the board of directors and each officer shall take office upon election. Notwithstanding any provision of the declaration or bylaws to the contrary, the unit owners, by a two thirds vote of the voting power in the association present and entitled to vote at any meeting of the unit owners in which a quorum is present, may remove any member of the board of directors with or without cause, other than a member appointed by the declarant. The declarant may not remove any member of the board of directors elected by the unit owners. Prior to the termination of the period of declarant control, the unit owners, other than the declarant, may remove by a two thirds vote, any director elected by the unit owners.

9.2 Declarant Obligations. Declarant, their agents, employees and contractors shall have the right to complete improvements and otherwise perform work provided for under any Purchase and Sale Agreement between Declarant and a Unit Purchaser; or necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

9.3 Office/Model Unit. Declarant may maintain an apartment unit as an office, a management office, and/or model unit.

ARTICLE 10

USE OF PROPERTY

Each Unit is to be used for residential purposes. Additional limitations on use are set forth in article 11 below and as may be contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws of the Association of unit owners. Each Unit Owner shall be bound by each of said 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.



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 options, 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.

11.3 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, water heaters, fans, heating equipment, electrical fixtures or appliances which are in the Unit that serve that Unit only, and shall replace any glass in the windows of the Unit that become cracked or broken.

11.4 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. The parking spaces are restricted for the parking of operative vehicles.

11.5 Exterior Appearance. In order to preserve a uniform exterior appearance to the buildings, and the limited common elements visible to the public, the Board may require and provide for the painting and other decorative finish of the buildings 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, 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 all units.



11.6 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; provided that this section shall not apply to Declarant or Declarant's agents.

11.7 Pets. No animals, which terms includes livestock, domestic animals, poultry, reptiles or living creatures of any kind, shall be raised, bred, or kept in any apartment or in the common or limited common elements, whether as pets or otherwise, except subject to rules and regulation adopted by the Board, or Bylaws adopted by the Association. The Board may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

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, sub-



contractor 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 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.

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 Termination and Amendment to Documents.

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.

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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 "SHORETIME 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 as provided in the Bylaws. Membership of the board is subject to the provisions of article 9.1 above concerning declarant control.



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 Article 9.1 above and in the Bylaws.

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 twenty-five percent (25%) 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 seventy-five percent (75%) 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 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.

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SEVERABILITY

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 17 day of June, 2004.

Robert J. Bjerk
ROBERT J. BJERK

SHERYL O. BJERK

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

DATED: 6-17-04

John C. Ryan
Notary Public in and for the State of
Washington, residing at
ANACORTES

