



200505090152

Skagit County Auditor

5/9/2005 Page 1 of 21 1:28PM

WHEN RECORDED RETURN TO:

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

**DECLARATION SUBMITTING CAUSLAND PARK CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP**

**GRANTOR: MOUSEL INVESTMENTS, L.L.C., a Washington Limited
Liability Company, By HAROLD W. MOUSEL, Manager,
and CAUSLAND PARK CONDOMINIUMS**

GRANTEE: THE PUBLIC

**LEGAL DESCRIPTION: The North half of Block 76, MAP OF THE
CITY OF ANACORTES, according to the plat thereof recorded in
Volume 2 of Plats, page 4, Records of Skagit County, Wash-
ington, Together with that portion of vacated Seattle and
Northern Railway right of way on said North half of Block
76; EXCEPT the East 139.68 feet of said North half of Block
76; EXCEPT alley through said Block 76.**

Subject to and together with all matters of record.

TAX PARCEL NO.: A portion of P55406; 3772-076-014-0004

DECLARATION

for:

CAUSLAND PARK CONDOMINIUMS
ANACORTES, SKAGIT COUNTY, WASHINGTON



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Skagit County Auditor

DECLARATION
FOR
CAUSLAND PARK CONDOMINIUMS

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Skagit County Auditor

DECLARATION SUBMITTING
PHASE 1 OF CAUSLAND PARK CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 9th day of May, 2005 by Harold W. Mousel, as manager of Mousel Investments, L.L.C., a Washington limited liability company, hereinafter referred to as "Declarant".

Declarant proposes to create a condominium to be known as Causland Park Condominiums which will be located in Skagit County, Washington. The purpose of this Declaration is to submit Phase 1 of Causland Park Condominiums to the condominium form of ownership and use in the manner provided by the Washington Condominium Act.

NOW THEREFORE, Declarant does hereby declares and provides 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 the unit owners established pursuant to Article 14 below which shall be known as "Causland Park Condominiums Association".

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

1.3 "Bylaws" means the Bylaws of the Association referred to in Article 1.1 above.

1.4 "Condominium" means all of that property submitted to the condominium form 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 Harold W. Mousel as manager of "Mousel Investments, L.L.C.", a Washington limited liability company.



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 or legal entity 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 Causland Park Condominiums, recorded simultaneously with the recording of this Declaration, bearing Skagit County Auditor's Number 200505090151.

1.11 "Unit Number" means a number, which is also the street number, that identifies 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 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 on the cover page of this Declaration. 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 "Causland Park Condominiums".

ARTICLE 4

Units

4.1 General Description of Buildings.

Phase 1 shall consist of two two-story buildings with two units located in each building. Each unit will be on two levels. The buildings shall be of wood frame construction with Hardy Board siding and have a composition roof. In the event Declarant submits the Phase 2 property to condominium status as provided for in Article 15 below, Phase 2 would consist of three two-story buildings with two units located in each unit and would be of wood frame construction with Hardy Board siding and have composition roofs. If Phase 2 is submitted, the condominium would then consist of ten (10) units. The Phase 1 units face on to 8th Street, an Anacortes city street, and have access to their enclosed garages from the alley adjacent to said garages. If Phase 2 is submitted, those units will face on to 9th Street, an Anacortes city street, and the enclosed garages will have access from the alley adjacent to said garages.

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 Exhibit A which is attached hereto and incorporated by reference herein. Exhibit A contains the identifying number, number of bathrooms (whole or partial), number of bedrooms, number of built-in fireplaces, level or levels on which each Unit is located, type of heat and heat service. Each unit contains two covered parking spaces.

4.3 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and bearing walls,



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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 elements are reserved for the exclusive use of the unit to which they are adjacent, the general location of which is more particularly shown on the plat. Said limited common elements consist of:

6.1 The covered unenclosed front porch immediately adjacent to the front door on the street entrance to the unit.

6.2 The uncovered patio immediately adjacent to each unit by the two side doors of the unit.

6.3 The concrete apron extending from the garage door of each unit to the alley.

6.4 The space between the exterior of the ceiling of each unit and the interior surface of the roof above each unit. Said space is referred to as "attic" on the plat.

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 Exhibit A which is attached hereto and incorporated by reference herein. Such allocation will be changed as provided for on Exhibit C which is attached hereto and incorporated by reference herein if Phase 2 is added to the Condominium as is more particularly described in Article 15.4 below.

ARTICLE 8

COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. 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 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. The method of voting shall be as specified in the Bylaws.

ARTICLE 9

SPECIAL DECLARANT RIGHTS

Declarant reserves the special Declarant rights referred to below.

9.1 Model Unit and Sales Office. Declarant reserves the right to designate the unit in the condominium as a model unit and sales office for so long as there is one or more units remaining to be sold by Declarant.



9.2 Declarant Obligations. Declarant, Declarant's 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 Control of Association. Subject to the applicable provisions concerning declarant control set forth in RCW 64.34.308, 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. Said Declarant control shall be reduced and ultimately terminate as provided for in the statute referred to above.

9.4 Additional Rights. Declarant also has certain rights as set forth in Articles 12.4, 12.5 and 15.

ARTICLE 10

USE OF PROPERTY

10.1 Residential Use. Each Unit is to be used for residential purposes only. No noxious or offensive activities shall be carried on in any Unit, nor shall anything be done therein which may be, or become, an annoyance of nuisance to other owners.

10.2 Animals. No animals, which term includes living creatures of any kind, shall be raised, bred or kept in any Unit or on the common elements or limited common elements except domestic dogs, cats, or other household pets deemed acceptable by the board of directors. No such dogs, cats, or pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. All dogs shall be carried or kept on a leash while outside a Unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. A Unit owner may be required to remove a



pet upon receipt of the third notice in writing from the Board of Directors of violations of any rule, regulation, or restriction governing pets within the Condominiums.

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 of the Association, 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.



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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 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.

12.4 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 purpose of constructing Phase 2, if applicable, and to the extent provided for in Article 15, for completing or making repairs to existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of Units owned by Declarant as model Units and the right to use a Unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Washington Condominium Act or reserved in this Declaration.



12.5 Reservation of Easements for Future Development.
Declarant hereby reserves (a) a nonexclusive easement for ingress and egress over any of the common elements as may be necessary to finish Phase I or to construct Phase 2, (b) a nonexclusive easement for the maintenance and use of all existing utility lines and systems within the Condominium, including without limitation water, sewer, electrical, telephone, and cable television systems, and (c) a nonexclusive easement for the installation, maintenance and use of new utility lines and systems upon the general common element land of the Condominium, provided Declarant restores any damage to the general common elements resulting from such installation or maintenance.

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 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;
- (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 Article 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 of 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 "Causland Park Condominiums 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. The membership of the Board is subject to the provisions of Article 9.3 above concerning Declarant control.

14.3 Powers and Duties/Assessments. 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. In addition the Association shall specifically have the right to make assessments for common expenses as provided in RCW 64.34.360.

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. The Directors of the corporation shall be selected as required by the Washington Condominium Act.



ARTICLE 15

PLAN OF DEVELOPMENT

Declarant hereby submits Phase 1 to the Condominium form of ownership. Declarant reserves a right to submit the property described below as Phase 2 of the Condominium. In the event Declarant elects to add said property, Declarant will record an amendment to the Declaration, together with an amended plat of the area being annexed bearing a completion certificate as required by RCW 64.34.200(2). The legal description of the property which would be added by Phase 2 is set forth on Exhibit B which is attached hereto and incorporated by reference herein. Phase 2 shall be of comparable style, quality, size, and range of Unit value as Phase 1. The following applies to Phase 2:

15.1 Maximum Number of Units. If Declarant adds Phase 2, the Condominium shall contain ten (10) units.

15.2 Termination Date. Phase 2 may not be added more than two (2) years after the recording of this Declaration.

15.3 Additional Common Elements. Declarant does not propose to include in Phase 2 any common elements which would substantially increase the amount of the common expenses payable by Owners of Units in Phase 1.

15.4 Allocation of Interest in Common Elements. The allocation of undivided interests in the common elements of the Units in Phase 1 will change if Phase 2 is added to the Condominium. Such allocation shall be determined by the ratio of the approximate area of all Units then existing in the Condominium. If Phase 2 is added to the Condominium the allocation of interest in the common elements shall be as stated on Exhibit C which is attached hereto and incorporated by reference herein.

15.5 Additional Limited Common Elements. Declarant reserves the right to make assignments of limited common elements to the Units added in Phase 2. It is anticipated that the buildings, and the Units located therein, will be substantially identical to the buildings referred to in this Declaration and the Plat and that the limited common elements appurtenant to those Units will be the same type and nature as those in Phase 1 of the condominium.



ARTICLE 16

AMENDMENT

16.1 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.

16.2 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. Declarant's prior written consent shall also be required until annexation of the last stage of the Condominium and for so long as Declarant owns twenty-five percent (25%) or more of the Units in the last stage of the Condominium, but no consent shall be required after seven years from the date of conveyance of the first Unit in Phase 1 to a person other than Declarant. Except as provided in Article 15, 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, including the right of Declarant to develop Phase 2 as provided in Article 15, shall require the written consent of the Declarant.

16.3 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 17

SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or



EXHIBIT A

The primary references to this Exhibit are set forth in Articles 4.2 and 7 of the Declaration. The type of heat and heat service for all units of the condominium is gas forced air. None of the Units in the condominium have moorage slips assigned to them. Set forth below is more detailed information concerning the individual Units of the condominium:

Unit Number	Floor Level	No. of Bdrms.	No. of Baths	No. of Parking Spaces C=Covered	* No. of Fire-places	Approx. Area in square feet	Allocated interest in Common Elements
1211	2 levels	3	2.5	2C	2	2,692	25%
1213	2 levels	3	2.5	2C	2	2,692	25%
1217	2 levels	3	2.5	2C	3	2,692	25%
1219	2 levels	4	2.5	2C	2	2,692	25%
Total						Area: 10,768	%: 100%

*Unit 1211 has two freestanding fireplaces
 Unit 1213 has one freestanding fireplace and one built-in fireplace
 Unit 1217 has two built-in fireplaces and one freestanding fireplace
 Unit 1219 has two freestanding fireplaces



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EXHIBIT B

Legal description for Phase 2:

The South half of Block 76, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, Records of Skagit County, Washington, Together with that portion of vacated Seattle and Northern Railway right of way on said South half of Block 76; EXCEPT Lots 15 and 16 of said South half of Block 76; EXCEPT alley through said Block 76.



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EXHIBIT C

In the event that Declarant elects to submit Phase 2 to condominium ownership the same general information as provided for on Exhibit A for the Phase 1 units would apply to the Phase 2 units. Set forth below is an amended listing of the details concerning all units in the condominium.

Unit Number	Floor Level	No. of Bdrms.	No. of Baths	No. of Parking Spaces C=Covered	* No. of Fire-places	Approx. Area in square feet	Allocated interest Common Elements
1206	2 levels	3	2.5	2C	2	2,692	10%
1208	2 levels	3	2.5	2C	2	2,692	10%
1211	2 levels	3	2.5	2C	2	2,692	10%
1212	2 levels	3	2.5	2C	2	2,692	10%
1213	2 levels	3	2.5	2C	2	2,692	10%
1214	2 levels	3	2.5	2C	2	2,692	10%
1217	2 levels	3	2.5	2C	3	2,692	10%
1218	2 levels	3	2.5	2C	2	2,692	10%
1219	2 levels	4	2.5	2C	2	2,692	10%
1220	2 levels	3	2.5	2C	2	2,692	10%

Total

Area: 26,920 %: 100%

*The units in Phase 1 have fireplaces as set forth on Exhibit A. The type and number of fireplaces in the Phase 2 units may change.



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