



200510250099

Skagit County Auditor

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16 10:08AM

WHEN RECORDED RETURN TO:

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

DECLARATION SUBMITTING 6K CONDOMINIUMS  
TO CONDOMINIUM OWNERSHIP

GRANTORS: ANTHONY FOX and SUSAN FOX, husband and wife

GRANTEE: 6K CONDOMINIUMS/THE PUBLIC

LEGAL DESCRIPTION:

Lots 11, 12 and 13, Block 109 "MAP OF THE CITY OF ANACORTES,  
SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2  
of Plats, page 4, records of Skagit County, Washington.

TAX PARCEL NO.: P55687, 3772-109-013-0012

DECLARATION  
FOR  
6K CONDOMINIUMS

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**DECLARATION SUBMITTING 6K CONDOMINIUMS  
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed by ANTHONY FOX and SUSAN FOX, husband and wife (hereinafter collectively ("Declarant")).

Declarant proposes to create a condominium to be known as "6K CONDOMINIUMS" (hereinafter "Condominium"), 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 provided by the Washington Condominium Act.

NOW THEREFORE, Declarant does hereby declare and provided 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 the Association.

1.3 "Bylaws" means the Bylaws of the Association of Unit Owners of 6K Condominiums adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.4 "Condominium" means all of the property submitted to the condominium form of ownership by this Declaration.

1.5 "Declarant" means Anthony Fox and Susan Fox, husband wife, collectively Declarant.

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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 "6K Condominiums", recorded simultaneously with the recording of this Declaration, bearing recording number 200510250098.

1.11 "Unit Number" means the numbers that identify each Unit.

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, and is legally described on the cover (first page) of this Declaration.

The property submitted includes the land so described, the building, any improvements thereon, and all rights and appurtenances located on, belonging to, or used in connection with such land.

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### ARTICLE 3

#### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "6 K Condominiums".

### ARTICLE 4

#### Units

##### 4.1 General Description of Building.

The condominium consists of two units located in one building. Said units will have a common wall. Unit 517 is on three levels which includes a basement and Unit 1418 is on two levels. The building is of wood frame construction with wood siding and has a composition roof.

##### 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 numbers of each unit, each unit's street address, the number of bathrooms (whole or partial), number of bedrooms, number of fireplaces, and the type of heat and heat service.

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 becomes 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.

4.5 Garage/Parking Spaces. Each unit has an enclosed garage which contains two parking spaces which are part of the unit. There are no uncovered parking spaces assigned to the units. Parking shall be prohibited in the concrete areas, including the turn-around or the south of Unit 1418's garage, adjacent to the two enclosed garages.

#### ARTICLE 5

##### COMMON ELEMENTS

The common elements consist of everything except the Units.

#### ARTICLE 6

##### LIMITED COMMON ELEMENTS

Each unit shall have assigned to it the following limited common elements allocated exclusively to that unit:

6.1 Unit 517 shall have the following limited common elements:

6.1.1 An uncovered patio (referred to as a "deck" on the "plat") adjacent to the north side of the unit adjacent to an entrance to the unit, including a step in front of said entrance.

6.1.2 Steps, railing, and covered porch enclosed on three sides adjacent to the entrance to the unit on the west side of the unit (referred to as a "4x4 covered slab" on the "plat").

6.2 Unit 1418 shall have the following limited common elements:

6.2.1 An uncovered patio (referred to as a "deck" on the "plat") adjacent to the north side of the unit adjacent to an entrance to the unit, including a step in front of said entrance.

6.2.2 Concrete area adjacent to the entry way on the south side of the unit referred to on the plat as "3x4 slab". Said area is a portion of the concrete driveway area adjacent to the enclosed garages for both units.



## ARTICLE 7

### ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Unit shall have an undivided fifty percent ownership interest in the common elements. These percentages were determined to be the fairest allocation after taking into consideration that the Unit Owners would benefit equally from the expenses connected with the maintenance of the common areas and from the cost of insurance for the condominium.

## ARTICLE 8

### COMMON PROFITS AND EXPENSES; VOTING

The below allocations are based upon the considerations set forth in Article 7 above:

8.1 Allocation of Common Profits and Expenses. The common profits and common expenses of the Condominium shall be allocated 50% each to the owners of the two units. 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 by said Unit owner. The method of voting shall be as specified in the Bylaws.

## ARTICLE 9

### SPECIAL DECLARANT RIGHTS

9.1 Special Declarant Rights. 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 required by law.

9.2 Additional Rights. Declarant shall also have easement rights over and upon the common elements as provided for in article 12.3 below.



## ARTICLE 10

### USE OF PROPERTY

Each Unit is to be used for residential purposes. Additional limitations and regulations 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 such documents. Access to the garages for each unit is from 6th Street, an Anacortes city street.

## 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 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.

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.

11.4 Limited Common Elements. Each owner shall be





individually responsible for the maintenance, repair, and replacement of the limited common elements assigned to their unit in Article 6 above, with the exception of the slab referred to in Article 6.2.2 which shall be the responsibility of the Association. The limited common elements shall be maintained in a clean and sanitary condition. The cost for the maintenance, repair and replacement of the other limited common elements shall be the responsibility of the Association.

11.5 Exterior Appearance. In order to preserve a uniform exterior appearance to the building, and the common and limited common elements visible to the public, the Board may require and provide for the type and color of painting and other decorative finishes to the building. The Unit owners, at their discretion, may erect fences on the patios assigned to them in Articles 6.1.1 and 6.2.1 provided that no fence shall impair the view of the other unit owner.

11.6 Signs. No commercial signs, except for signs advertising a unit for sale or rent, shall be displayed without the prior approval of 100% of the owners.

11.7 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 as prescribed in this paragraph. Small domestic dogs, cats, and other household pets must first be deemed acceptable by the Board of Directors. Following such acceptance, no such dogs, cats, or other household pets shall be permitted to run at large nor shall be kept, bred, or raised for commercial purposes on in unreasonable numbers. All pets shall be carried or kept on a leash while outside a Unit, and allowing an unescorted pet outside a Unit at any time shall be considered a violation of this paragraph. No pet shall be permitted to cause or create a nuisance, or unreasonable disturbance or noise. The pet owner must prevent inconvenience, damage, nuisance or unpleasantness caused by such pet; and any inconveniences, damage nuisance or unpleasantness caused by such pet shall be the sole responsibility of the pet's owner, including the responsibility for the prompt removal of wastes of their pets from all common elements and limited common elements. A Unit Owner may be required to remove a pet upon receipt of the third notice in writing from the Board of Directors of violation of any rule, regulation, or restriction governing pets within the Condominium. The Board of Directors may exercise this authority for specific animals even though other animals are permitted to remain.

11.8 Rental of Units. With respect to the leasing, renting, or creation of any kind of tenancy of a Unit by its owner, such owner shall be prohibited from leasing the Unit for a term of less than one (1) month. All leasing or rental agreements shall be in writing and contain a provision clearly stating that such leasing or rental agreement is subject to the Declaration, and the Bylaws and Rules and Regulations of the "6K Condominiums Association". A default by the tenant in complying with the same shall constitute a default under the lease or rental agreement. The Unit Owner shall remain liable for the payment of all assessments and other sums due to the Association during the term of the lease or rental period.

## ARTICLE 12

### EASEMENTS

12.1 In General. Each Unit has an easement in and through each other Unit and the common elements as may be required for the purposes of providing all utilities to the respective units.

12.2 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 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.

12.3 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 completing or making repairs to existing structures 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.



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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 an Eligible Mortgage Holder 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 one hundred percent (100%) 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 The consent of the Owners of the Units holding one hundred percent (100%) of the voting rights shall be required for amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the follow 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.
- (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 professional management had been required previously by 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 The partition or subdivision of any Unit.

13.3.3 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 shall not be deemed a transfer within the meaning of this clause.

13.3.4 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 "6K 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.

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

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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.

## ARTICLE 15

### AMENDMENT

15.1 How Proposed. Amendments to the Declaration shall be proposed by Unit Owners holding one hundred percent (100%) 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 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

### INSURANCE

16.1 Association Insurance. The Association shall purchase and maintain at all times as a common expense a policy or policies necessary to provide liability insurance and any other insurance as may be required by applicable laws.

16.2 Owner's Individual Insurance. Each owner shall obtain insurance on their unit and its contents at their own expense.



DECLARANT DECLARATIONS

## ARTICLE 18

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 24th day of OCTOBER, 2005.

ANTHONY FOX

**SUSAN FOX**

DATED: OCTOBER 24, 2005

**JAMES E. ANDERSON**  
**NOTARY PUBLIC**  
**STATE OF WASHINGTON**  
**COMMISSION EXPIRES**  
**JANUARY 20, 2007**

Notary Public in and for the State of  
Washington, residing at Anacortes  
My appointment expires: 11/20/07

1000510250088

**Skagit County Auditor**

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# EXHIBIT A

The primary reference to this exhibit is set forth in Article 4.2 of the Declaration. The type of heat and heat service for both units of the Condominium is natural gas forced air. None of the Units in the Condominium have moorage slips assigned to them. Set forth below is more detailed information concerning individual units of the Condominium:

Unit Number	Number of Bdrms.	Number of Bathrms	Number of Fireplaces	Approx. Area in Square Feet	Allocated interest in Common Elements (Percentage)
Unit 517	5	2.75	1 freestanding	3,228.7	50%
Unit 1418	4	2.5	1 freestanding	2,477.4	50%
TOTALS		Total Square Feet		5,706.1	100%

Unit 517's street address is: 517 K Avenue, Anacortes, Washington, 98221.

Unit 1418's street address is: 1418 6th Street, Anacortes, Washington, 98221.