



200510250158
Skagit County Auditor

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WHEN RECORDED RETURN TO:

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

AMENDED DECLARATION SUBMITTING PHASE 2 OF
CAUSLAND PARK CONDOMINIUMS TO CONDOMINIUM OWNERSHIP

200505090152

GRANTOR: MOUSEL INVESTMENTS, L.L.C., a Washington Limited
Liability Company, By HAROLD W. MOUSEL, Manager

GRANTEES: CAUSLAND PARK CONDOMINIUMS/THE PUBLIC

LEGAL DESCRIPTION:

Parcel 1: 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, Washington, 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.

Parcel 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.

Subject to and together with all matters of record.

TAX PARCEL NO.: P122880 is the primary tax number for the purposes of this filing. Said number is the tax parcel number for Parcel 2 which is the legal description of the property in Phase 2 that is being submitted to the condominium form of ownership. Other tax parcel numbers that are affected by this filing are P122881 (common area of Phase 1 of the Condominium) and the tax numbers for the four units of Phase 1 of the Condominium are as follows: P122876; P122877; P122878; and P122879.

DECLARATION
FOR
CAUSLAND PARK CONDOMINIUMS

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AMENDED DECLARATION SUBMITTING
PHASE 2 OF CAUSLAND PARK CONDOMINIUMS
TO CONDOMINIUM OWNERSHIP

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

The purpose of this Declaration is to confirm the prior submission of the property legally described as Parcel 1 on the first page of this Amended Declaration to the condominium form of ownership and use in the manner provided by the Washington Condominium Act, and to submit the property legally described as Parcel 2 on the first page of this Amended Declaration to the condominium form of ownership and use in the manner provided by the Washington Condominium Act.

RECITALS

A. Declarant has heretofore recorded a "Declaration Submitting Phase 1 of Causland Park Condominiums to Condominium Ownership" with the Auditor of Skagit County, Washington on May 9, 2005 under File Number 200505090152; and

B. Simultaneously with the recording of the above referenced Declaration, Declarant caused to be recorded a survey map and plans with the Skagit County Auditor's Office under File Number 200505090151; and

C. Declarant has elected, pursuant to Article 15 of the above referenced Declaration and as permitted by RCW 64.34.236 of the Washington Condominium Act, to submit the property described as Parcel 2 on the first page of this Declaration to the condominium form of ownership to be added to the property previously submitted to the condominium form of ownership in the Declaration and survey map and plans referred to in Recitals A and B above; and

D. Simultaneously herewith, an amended survey map and plans is being filed with the Skagit County Auditor's Office; and



NOW THEREFORE, Declarant, by recording this Declaration, hereby submits Phase 2 to the Condominium form of ownership and Declarant hereby amends and restates the Declaration for the condominium in its entirety and 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 the property legally described on the cover page of this Amended Declaration which has been submitted to the condominium form of ownership by this Amended Declaration (which includes the property previously submitted under the Declaration referred to in Recital A above). Portions of said property are designated for separate ownership, and the remainder is designated for common ownership solely by the owners of those portions of the real property.

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 amended survey map and plans of Causland Park Condominiums which refers to Phase 2 which is being recorded simultaneously with the recording of this Amended Declaration, bearing Skagit County Auditor's Number 20050250157. Said survey amends the survey map and plans referred to in Recital B above.

1.11 "Unit Number" means the number, which is also the street number, that identifies only one unit.

1.12 "Unit" means a physical portion of the condominium designated for separate ownership, the boundary of which is described in Article 5.4.3 below, and in RCW 64.34.204(1).

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 real property submitted to the Washington Condominium Act by this Amended Declaration (the term "Declaration" shall hereafter mean this Amended Declaration) was, and is, conveyed by Declarant in fee simple estate. 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.



The Condominium shall consist of ten (10) units located in five (5) two story buildings with two (2) units located in each building. Each unit will be on two (2) levels. The buildings shall be of wood frame construction with Hardy Board siding and have a composition roof. Units 1211, 1213, 1217 and 1219 face onto 8th Street, an Anacortes city street and have access to their enclosed garages from the alley adjacent to said garages. Units 1206, 1208, 1212, 1214, 1218 and 1220 all face onto 9th Street, an Anacortes city street and have access to their enclosed garages from the alley adjacent to said garages.

4.2 General Description, Location and Designation of Units, Parking Spaces.

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 and/or freestanding fireplaces, levels on which each unit is located, and type of heat and heat service. Each unit contains two (2) covered parking spaces in an enclosed garage adjacent 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. 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.

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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 are 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 and adjacent area inside the fenced-in area 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 shall have 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.

ARTICLE 8

COMMON PROFITS AND EXPENSES; VOTING

The below allocations are based upon the formula 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 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.

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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 one 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 and 12.5 below.

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.

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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.

10.3 Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, and the common and limited common elements visible to the public, the Board may establish rules for maintenance and may require and prescribe the type and color of the decorative finishes and landscaping of the same, and may prohibit and/or regulate any modification or decoration of the buildings, patios, porches, or other common and limited common elements undertaken or proposed by any owner. This power of the Board includes, but is not limited to: doors, rails, or other visible portions of each unit.

10.4 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 ninety (90) days. 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 "Causland Park 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 11

MAINTENANCE

11.1 Responsibility for Maintenance. Each unit owner shall be responsible to keep the limited common elements referred to in Articles 6.1, 6.2, and 6.3 above clean and free of debris. The lawn and landscaped areas of said limited common elements shall be maintained by the Association. The responsibility to repair or replace said limited common elements as well as the responsibility to maintain, repair or replace all of the other limited common elements shall be the responsibility of the Board of Directors of the Association.

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 and limited 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.



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 finalizing the construction of the property submitted as Phase 2 and 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; 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.



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12.5 Reservation of Easements for Future Maintenance or Repairs. Declarant hereby reserves: (a) 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 (b) 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 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

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

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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. 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 contain the information and certification required by the Washington Condominium Act and the same has been filed with the Skagit County, Washington Auditor.

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.

ARTICLE 17

DECLARANT DECLARATIONS

The undersigned on behalf of the owner of the real property described on the cover (first page) of this Declaration, hereby submits said property by this Declaration and the Plat being filed coincident herewith, for a condominium solely to meet the requirements of the Washington Condominium Act, RCW 64.34., et seq., and not for any public purpose.

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

MOUSEL INVESTMENTS, L.L.C.

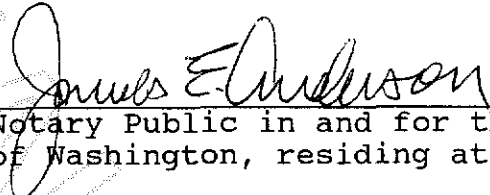
BY Harold W. Mousel
Harold W. Mousel, Manager

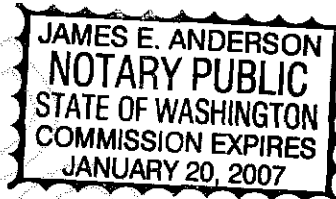


STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Harold W. Mousel signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager of MOUSEL INVESTMENTS, L.L.C., a Washington limited liability company, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCTOBER 24, 2005


Notary Public in and for the State
of Washington, residing at Anacortes.



The undersigned, as PRESIDENT of "Causland Park Condominiums Association" hereby certifies that the membership has approved the matters set forth in this Declaration and that the amendments to the Declaration have been adopted in accordance with the applicable law. The undersigned does not sign as the Declarant, and all references in this Amended Declaration to the Declarant refer to "Mousel Investments, L.L.C., a Washington limited liability company".

IN WITNESS WHEREOF, the undersigned executes this Declaration on the _____ day of October, 2005.

CAUSLAND PARK CONDOMINIUMS ASSOCIATION

By: Don L. McKee
Its: PRESIDENT

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know that DON L. MCKEE signed this instrument and on oath stated that he/she is authorized to execute the instrument as PRESIDENT of "Causland Park Condominiums Association", a Washington non-profit corporation, and acknowledge it to be the free and voluntary act of said Association for the uses and purposes mentioned in the Amended Declaration.

DATED: OCTOBER 25, 2005

James E. Anderson
Notary Public in and for the State of Washington, residing at: ANA CORTEZ

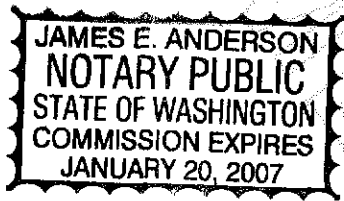


EXHIBIT A

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 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	Number of Bdrms.	Number of Baths	Number of Parking Spaces C=Covered	* Number of Fire-places	Approx. Area in square feet	Allocated interest Common Elements
1206	2 levels	3	2.5	2C	1	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	Total					Area: 26,920	%: 100%

*

Unit 1206 has one freestanding fireplace
 Units 1208, 1212, 1214, 1218 and 1220 all have one built-in fireplace and one freestanding fireplace
 Units 1211 and 1219 have 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

