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DECLARATION

for:

WESTSIDE CONDOMINIUMS

ANACORTES, SKAGIT COUNTY, WASHINGTON

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lots 5-6 Skyline No. 16  
4193-000-005-0004  
" 006-0003

DECLARATION  
FOR  
WESTSIDE CONDOMINIUMS

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**DECLARATION SUBMITTING WESTSIDE CONDOMINIUMS  
TO CONDOMINIUM OWNERSHIP**

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed by LYLE DUANE REMMENG and SHARON J. REMMENG, husband and wife and JOSH D. REMMENG, a single man (hereinafter collectively "Declarant").

Declarant proposes to create a condominium to be known as "WESTSIDE 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 Westside 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 LYLE DUANE REMMENG and SHARON J. REMMENG, husband wife, and JOSH D. REMMENG, a single man, 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 "Westside Condominiums", recorded simultaneously with the recording of this Declaration, bearing recording number 200601270044.

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.



### ARTICLE 3

#### NAME OF CONDOMINIUM

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

### ARTICLE 4

#### Units

##### 4.1 General Description of Buildings.

The condominium consists of two buildings containing two units each for a total of four units in the condominium. Each building has two units with one unit having its main living area in the downstairs unit and the other unit having its main living area in the upstairs unit. The downstairs units are referred to as first floor and the upstairs units are referred to as second floor on the plat. The buildings are of wood frame construction with Hardy Board siding and have a composition roof. All four of the units have access to Burrows Court, an Anacortes city street. Each unit has its own water meter and is charged individually for its water, sewer, and garbage charges. In addition, there is a water meter for the sprinkling system, the charges for which will be paid by the Association.

##### 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 of each unit, the number of bathrooms, number of bedrooms, and the type of heat and heat service. There will be no fireplaces in the units or moorage spaces assigned to the units.

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 one parking space which is a part of the unit. In addition, the area adjacent to each enclosed garage may be used for parking although it is not being designated as a parking area. This area is referred to in the limited common elements in Article 6.3 below.

#### ARTICLE 5

##### COMMON ELEMENTS

The common elements consist of everything except the Units.

#### ARTICLE 6

##### LIMITED COMMON ELEMENTS

6.1 The deck adjacent to the northwest side of Unit 1505 is assigned to that unit and the deck adjacent to the northern side of Unit 1509 is assigned to that unit.

6.2 The patio adjacent to the northwest side of Unit 1507 is assigned to that unit and the patio adjacent to the northern side of 1511 is assigned to that unit.

6.3 The concrete "driveway" extending from the garage door (see Article 4.5 above) of each unit to the street including the area adjacent to said driveway delineated on the plat is assigned to that unit.

6.4 The space between the exterior of the ceiling of each unit and the interior surface of the roof above each unit is assigned to that unit.

6.5 The deck to the north of Unit 1505's garage that is used for the entrance to that unit is assigned to Unit 1505.

6.6 The sidewalk, steps, and concrete pad (located on the first floor) used for the entrance to Unit 1507 and to



the first floor area under Unit 1507's garage that is a part of Unit 1505 is assigned to Units 1505 and 1507.

6.7 The sidewalk used for the entrance to Unit 1509 is assigned to that unit.

6.8 The sidewalk used for the entrance to Unit 1511 is assigned to that unit.

#### ARTICLE 7

##### ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Unit shall have an undivided twenty-five 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 25% each to the owners of the four 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

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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.

## 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

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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.

11.4.1 Each unit owner shall be responsible to keep the limited common elements assigned to their unit in a clean and sanitary condition and free of any debris.

11.4.2 Except for the responsibilities referred to in Article 11.4.1 above, the Board of the Directors of the Association shall be responsible for the maintenance, repair or replacement of the limited common elements assigned to all of the units.

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 Article 6.2 above provided that no fence shall impair the view of the other unit owners.

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 or 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 "Westside Condominiums Association" which may be adopted. 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.

#### 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 "Westside 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 which

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shall consist of four members, with each unit owner granted the right to designate a board member.

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

14.4 Adoption of Bylaws, Declarant Control of Association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided for in the Bylaws.

## ARTICLE 15

### AMENDMENT

15.1 How Proposed. Amendments to the Declaration shall be proposed by Unit Owners holding fifty percent (50%) 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.

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

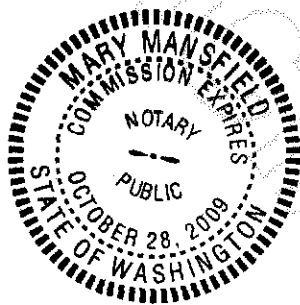
16.1 Association Insurance. The Association shall purchase and maintain at all times as a common expense a policy or policies necessary to provide liability insurance and any other insurance as may be required by applicable laws.



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that LYLE DUANE REMMENGA and SHARON J. REMMENGA signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-26-06 *Mary Mansfield*



Notary Public in and for the State of Washington, residing at Anacortes  
My appointment expires: 10-28-09

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JOSH D. REMMENGA signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-26-06 *Mary Mansfield*



Notary Public in and for the State of Washington, residing at Anacortes  
My appointment expires: 10-28-09

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# EXHIBIT A

The primary reference to this exhibit is set forth in Article 4.2 of the Declaration. Unit 1505's main living area is on the second floor and in addition there is the first floor area under Unit 1507's garage that is a part of Unit 1505 and designated storage on the plat; Unit 1507 has an area designated storage on the first floor which is a part of Unit 1507; Unit 1507's main living area is under Unit 1505 although there is a stairway and second floor area that is accessed from Unit 1507's garage which is a part Unit 1507; the main living area of Unit 1509 is on the second floor although there is a small area of Unit 1509 on the first floor which contains a stairway to the second floor main living area of Unit 1509; all of Unit 1511 is located on the first floor. 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 1505	2	2	0	1,535	25%
Unit 1507	2	2	0	1,871	25%
Unit 1509	2	2	0	1,882	25%
Unit 1511	2	2	0	1,435	25%
TOTALS				Total Square Feet 6,723	100%

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

ARTICLE 17

DECLARANT DECLARATIONS

The Declarant confirms the submission of the real property described on the cover (first page of this Declaration) for a condominium solely to meet the requirements of the Washington Condominium Act, RCW 64.34., et seq., and not for any public purpose. Declarant further certifies that all structural components and mechanical systems of the building comprising the condominium are substantially completed.

ARTICLE 18

SEVERABILITY

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 26 day of January, 2006.

Lyle Duane Remmenga  
LYLE DUANE REMMENGA

Sharon J. Remmenga  
SHARON J. REMMENGA

Joshua D. Remmenga  
JOSH D. REMMENGA

