

AFTER RECORDING RETURN TO:

William R. Allen  
PO Box 437  
Sedro-Woolley, WA 98284



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**DECLARATION OF KENDALL PLACE CONDOMINIUM**

**Grantor(s):** Hanson, Rick A.

**Grantee(s):** Public

**Abbrev. Legal Description:** Ptn Tract 4, SEDRO ACREAGE, Vol. 3, p.35

Acct No. 76931

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 22 day of January, 2007, by Rick A. Hanson ("Declarant"). Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

Declarant proposes to create a condominium to be known as The "**KENDALL PLACE CONDOMINIUM**", which is located in Skagit County, Washington. The purpose of this Declaration is to submit the "**KENDALL PLACE 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 provide as follows:

ARTICLE 1

DEFINITIONS

When used in this Declaration the following terms shall have the following meanings:

1.1 "Association" means the association of Unit Owners established pursuant to Article 14 below.

- 1.2 “Board of Directors” means the Board of Directors of Association.
- 1.3 “Bylaws” means the Bylaws of the Association of Unit Owners of “KENDALL PLACE CONDOMINIUM” adopted pursuant to Article 14.4 below as the same may be amended from time to time.
- 1.4 “Common Elements” shall include the Common Facilities, and shall mean those portions of the Condominium Property (including the land described in Exhibit A as Phase I and improvements thereto) as provided in Article 5 and as limited by Article 6.
- 1.5 “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 16 below.
- 1.6 “Declarant” means RICK A. HANSON and his successors and assigns.
- 1.7 “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 Article 13.1 below.
- 1.8 “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 Article 13.1 below.
- 1.9 “Limited Common Elements” shall include Limited Common Facilities, and shall mean those portions of the Common Elements as provided in Article 6.
- 1.10 “Mortgage” and “Mortgagee” means, 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.
- 1.11 “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.
- 1.12 “Survey Map and Plans” means the survey map and plans of “KENDALL PLACE CONDOMINIUM”, recorded simultaneously with the recording of this Declaration, bearing recording number 200701240072 and Volume            of            (Condominium) Plats, page(s)           .
- 1.13 “Unit” means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to RCW 64.34.204(1).
- 1.14 “Unit Number” means a symbol, number or address that identified only one Unit.



1.15. "Special Declarant Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Unit Buildings, Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; or (d) withdraw real property from the Condominium.

1.16. "Percentage of Owners or Mortgagees" For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgagees on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.17 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 in the attached Exhibit A. 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. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, administrators, devisees, or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

## ARTICLE 3

### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "KENDALL PLACE CONDOMINIUM ASSOCIATION".



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## ARTICLE 4

### UNITS

4.1 General Description, Location and Designation of Units. The dimensions, designation and location of each Unit are shown in the Survey Map and Plans, 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 Exhibits A-1 and A-2. Exhibits A-1 and A-2 contain the identifying number, level or levels on which each Unit is located, number of parking spaces and whether covered, uncovered, or enclosed, if any, as the same apply to each Unit. Unit shall include garages or parking areas as shown on survey map and plans. The survey maps and plans as set forth herein may vary at the discretion of the Declarant from the original plans approved by the local building department, viewed by the general public, or potential Unit owners. The local building department and building officials' interpretation of the codes of construction during the period of their on-site approvals or plan reviews shall be the sole determining agency to determine the viability of construction and/or construction standards as they relate to this development.

4.2 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.

4.3 Monuments as Boundaries. The physical boundaries if a Unit constructed in substantial accordance with the Survey Map and Plans become its boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movement of the building or minor variance between boundaries shown on the Survey Map and Plans and those of the building.

## ARTICLE 5

### COMMON ELEMENTS

The common elements consist of everything except the Units.

5.1 Except as otherwise specifically reserved, assigned or limited by the provisions of Article 6 hereof, the Common Elements and Facilities consist of the following:

5.1.1 The land described in Exhibit "A".

5.1.2 The windows, roofs, foundations, columns, studding, joists, beams, supports, walls (except nonbearing interior partitions of Units), chimneys, and all other structural parts of the Building, to the interior surfaces of the Units' perimeter walls,



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floors, ceilings, windows, and doors; that is, to the boundaries of the Units as the boundaries are defined in the Act, and any replacements thereto.

5.1.3 Installation of central services such as power, lights, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating; pipes, conduits and wires, wherever they may be located whether in partitions or otherwise and whether they serve one (1) Unit, all Units, or the Common Elements; tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use; but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit.

5.1.4 The driving areas (not assigned as Limited Common Elements in Article 7) which provide access to the Limited Common Elements for parking, and any guest parking or other parking areas not assigned to Units.

5.1.5 The landscaped areas and walkways (not assigned as Limited Common Elements in Article 7) which surround and provide access to the Buildings or are used for aesthetic purposes.

5.1.6 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

## ARTICLE 6

### LIMITED COMMON ELEMENTS

The following shall constitute limited common elements, the use of which shall be restricted to the Units to which they pertain:

6.1 All patios and patio storage, decks, and assigned parking spaces, each of which shall pertain to the Unit which it adjoins as shown on the Survey Map and Plans.

6.2 Any shutters, awnings, window boxes, doorsteps, stoops, porches, porch lights, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside of the Unit's boundaries.

6.3 All spaces located within the confines of the foundation walls under all Units have restricted use. Use of this space for storage or any other purpose other than parking, maintenance of the building and/or existing mechanical devices is not allowed by local municipal code, and is expressly prohibited.

6.4 Unit 9, all surface area north of a line 5 feet north of the north line of the Unit 1 Building and east of the paved driveway known as "Kendall Place."



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ARTICLE 7

ALLOCATION OF UNDIVIDED INTEREST IN COMMON ELEMENTS

Each Unit will be entitled to an undivided equal ownership interest in the common elements as follows:

Units 1-8, 12% each

Unit 9, 4%

The allocation is based upon the Declarants opinion of the relative fair market values of the units as of the date hereof.

Such allocation will change if additional Phases are added to the Condominium, or if Unit 9 is removed from the Condominium, as is more particularly described in Articles 9 and 15 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 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events Assessments shall commence on a date within sixty (60) days after the earlier of: (a) the date eighteen (18) months after the date of first conveyance of a Unit to an Owner (other than Declarant or an Affiliate of Declarant); or (b) the date on which seventy-five percent (75%) of the Units have been conveyed to Owners (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by 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 him. The method of voting shall be as specified in the Bylaws.



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ARTICLE 9

SPECIAL DECLARANT RIGHTS

9.1 Declarant reserves the right to remove Unit 9 and its limited common elements from the condominium so long as the Declarant remains the owner of Unit 9.

9.2 Upon Declarant's exercise of the right to remove Unit 9, the Association shall execute all necessary documents to amend the Declaration and to convey title to Unit 9 and its limited common elements to the Declarant or the Declarant's designated assignee.

9.2 Upon removal of Unit 9, the Declaration and Bylaws shall be amended to revise the percentage interest of the remaining units and such other amendments as are necessary to revise obligations for maintenance, expenses, and sharing of profits and losses.

9.3 It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges, and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

9.4 Intention: Power to Amend. It is the intention of the Declarant that the Kendall Place Condominium provide housing for older persons in accordance with the Fair Housing Standards Act and regulations later promulgated by the Secretary of HUD thereunder. So long as Declarant continues to own one or more Units, or any land subject to this Declaration, the Declarant, upon Declarant's sole signature, and as attorney-on-fact for all Unit Owners with an irrevocable power coupled with an interest, may at any time amend this Declaration to conform to the requirements of the Fair Housing Standards Act, and other law so that the Condominium may be maintained as a project for senior adults according to law.

ARTICLE 10

USE OF PROPERTY

The Building(s), and dwelling Units contained therein, shall be used for residential purposes only, on an ownership, rental or lease basis; and for the common social, recreational and other reasonable uses normally incident to such purposes, and also for such additional uses or purposes as are from time to time determined to be appropriate by the Board. The Building(s) and the Units contained therein may be used for the purposes of operating the Association, the Sub-Associations, and for the management of the Condominium, if required.



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10.1 Timesharing. Timesharing, as defined in RCW 64.36.010(11), shall not be permitted for any residential Unit in the Condominium.

10.2 Age of Occupants. The Kendall Place Condominium is intended and shall be operated for occupancy by persons fifty-five (55) years of age or older. Occupants shall be subject to the following requirements:

10.2.1 Age Requirements and Restrictions. Eighty percent (80%) of the occupied dwelling Units at Kendall Place Condominium shall be occupied by at least one person fifty-five (55) years of age or older. All permanent residents and occupants of each Unit shall be at least eighteen (18) years old or older, it being the intention of the Declarant that Kendall Place Condominium be a community for adults; provided that newborn babies, born to Occupants, may continue to live in a Unit only until they reach the age of one (1) year, at which time they shall be required to cease residency and occupancy of the Unit.

Children under the age of eighteen (18) shall be allowed to visit Owners or Occupants of Units, but only for periods of time not to exceed two (2) weeks out of any eight (8) week period as to each particular child who may be visiting. The Board may adopt additional rules regarding such visitation and may require that any visitor under eighteen (18) years of age that it finds to be disturbing other Owners unreasonably, in the Board's determination, be required to leave the premises, and may exercise its authority for specific visitors under age eighteen (18) even though other visitors under age eighteen (18) are permitted to remain. No dwelling Unit shall be sold, rented or leased to any person or persons unless the standards established in this paragraph are complied with. The Declarant, and after its formation, The Kendall Place Condominium Homeowners' Association, shall have the specific legal rights to seek injunctive relief from the Superior Court of the State of Washington in Skagit County with respect to any Owner or Occupant on account of non-compliance with this paragraph. A Non-complying Owner and/or Occupants may be evicted. The prevailing party in such an action shall be entitled to reasonable attorney's fees and costs of suit.

10.3 Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each Unit Owner shall be bound by each of such documents.

## ARTICLE 11

### MAINTENANCE OF COMMON ELEMENTS AND UTILITIES

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, 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 The Condominium consists of four duplex units (Units 1&2, 3&4, 4&6, 7&8) and single family home which was preexisting (Unit 9).

The two units in each duplex shall share equally in the cost of providing water, sewer, and garbage services to the duplex.

All other utilities are separately metered to the units and each unit shall be responsible for the expenses of the utilities provided to the unit.

Unit 9 shall be responsible for the cost of all utilities provided to Unit 9.

Billing and receipt of payment, and payment of bills for common utility services will be managed by a designated representative for each building appointed by the Board. However, nonpayment will be reported to the Association Board which may enforce nonpayment as a special assessment against the Unit not paying with full powers to enforce through lien and/or lawsuit and with all powers otherwise set forth in the Declaration pertaining to enforcement of payment of special assessments. The Board also reserves the power to elect that costs of utilities must be assessed in proportion to usage.

## 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 4.3, 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 as long as the



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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 of the Unit Owner, or relieve Declarant or any contractor, subcontractor or materialman from any liability as a result of failure to adhere to the Survey Map and Plans. The encroachments described in this Article 12.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

12.3 Granting of Easements by Association. The Association, upon prior approval of seventy-five (75) percent of the voting power of the Unit Owners, may execute, acknowledge, deliver and record on behalf of the Unit Owners leases in excess of two years, easements, rights-of-way, licenses, and similar interests affecting the common elements and consent to vacation of roadways within and adjacent to the Condominium. Any such instrument shall be executed by the chairperson and secretary of the Association. No such interest may be granted with regard to a limited common element unless the Owners and Mortgagees of the Units having the right to use such limited common element join in the instrument granting the interest.

12.4 Right of Entry. The Board of Directors of the Association, managing agent, manager or any other person authorized by the Board of Directors shall have the right to enter any Unit in the case of an emergency originating in or threatening such Unit or other condominium property, whether or not the Owner is present at the time. Such persons shall also have the right to enter any Unit for the purpose of performing installations, alterations or repairs to any common element and for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

## ARTICLE 13

### APPROVAL BY MORTGAGEES

13.1 Notice of Action. Upon written request to the Association identifying the name and address of the Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor and the Unit Number of the Unit on which it has (or insures or guarantees) the Mortgage, any such Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor shall be entitled to timely written notice of the following:

- (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 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;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use, except as otherwise provided in Article 6.3;
- (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 16;
- (i) Insurance or fidelity bonds;



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- (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 of Bylaws shall not be considered material for purposes of Article 13.2.2 if it is for the purpose of correcting technical errors, or for clarification only. Any eligible Mortgage Holder who received 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 received 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.



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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 "KENDALL PLACE CONDOMINIUM HOMEOWNERS' 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 forth in RCW 64.34.304, together with such additional powers and duties afforded it by this Declaration or the Bylaws, and all of the powers and duties reasonably necessary to operate the condominium as set forth in the Declaration and as it may be amended from time to time, including but not limited to the following:

- a) to make and collect assessments against members to defray costs, expenses and losses of the condominium;
- b) to use the proceeds of assessments in the exercised of its powers and duties;
- c) to maintain, repair, replace and operate the condominium property, particularly the common areas and facilities which includes the exterior surfaces of the buildings;
- d) to purchase insurance upon the condominium property and insurance for the protection of the association and its members;
- e) to reconstruct improvements after casualty and to further improve the property;
- f) to enforce by legal means the provisions of Condominium Act, the Declaration, these Articles, the Bylaws of the association, and the regulations for the use of the condominium property;
- g) to contract for the management of the condominium and to delegate to



such contractor all powers and duties of the association except such as are specifically required by the Declaration to have approval of the Board of Trustees or the membership of the association

h) to contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions;

i) to employ personnel to perform the services required for proper operation of the condominium.

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 in the Bylaws of the Association.

## ARTICLE 15

### RESTRICTIVE COVENANTS

15.1 Covenant Running with the Land. These Covenants shall be deemed to be covenants running with the land.

15.2 Binding Effect. These Covenants shall apply to, inure to the benefit of, and be binding upon, the developer and its heirs, legal representatives, successors, and permitted assigns, except as otherwise expressly provided herein.

15.3 Captions. The captions inserted in this Declaration are for convenience only. They in no way define, limit or otherwise describe the scope or intent of these Covenants, and shall not be used to interpret or construe these Covenants.

15.4 Governing Law. These Covenants shall be governed by the laws of the State of Washington.

15.5 Venue. If an action must be brought to enforce the terms of these Covenants, such action shall be brought in Superior Court in Skagit County, Washington.

15.6 Each provision herein shall be treated as a separate and independent clause and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

15.7 If by reason of any breach or default of one or more of these Restrictive Covenants it becomes necessary for a party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, including the cost of expert witnesses. The non-breaching party shall be entitled to recover reasonable



attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

## 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 thirty percent (30%) 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 of the amendment.

16.2 Approval Required. Except as my 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 so long as Declarant owns twenty-five percent (25%) or more of the Units, but no such consent shall be required after seven years (7) from the date of conveyance of the first Unit to a person other than Declarant. Except as provided in Articles 9 and 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 remove Unit 9 from the Condominium, shall require the written consent of Declarant.

16.3 Recordation. The amendment shall be effective upon recordation in the Records of Skagit County, Washington, certified to by the chairperson 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 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.





**EXHIBIT A**

The West 132 Feet of Tract 4, SEDRO ACREAGE, according to the plat thereof recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington,

EXCEPT the West 1 foot thereof,

AND EXCEPT the North 5 feet thereof, as conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 775532, records of Skagit County, Washington.

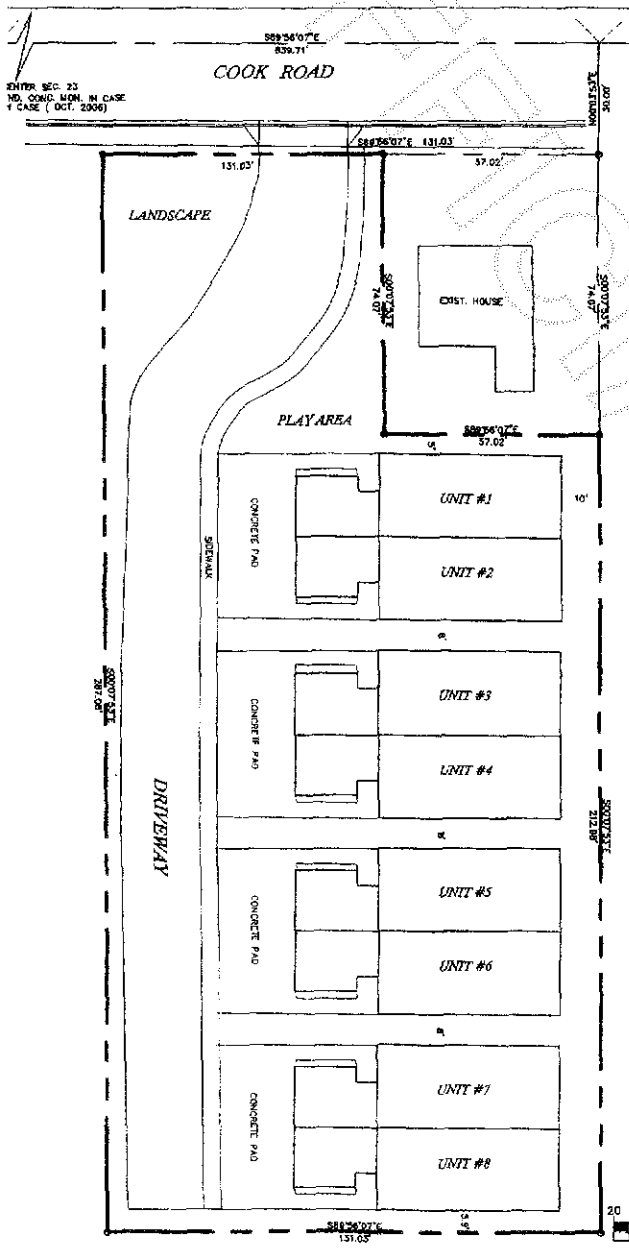
Situate in Skagit County, Washington.



200701240073

Skagit County Auditor

**EXHIBIT A-1**



**SURVEY MAP AND PLANS FOR  
KENDALL PLACE CONDOMINIUM  
SECTION 23, TOWNSHIP 35 N., RANGE 4 E., W.M.  
SEDRO-WOOLLEY, WASHINGTON**

**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERS & SURVEYORS, INC.

COUNTY AUDITOR  
SKAGIT COUNTY, WASHINGTON

**PARCEL NUMBER**  
P78831 KRCFD. 4170-000-004-0614

**DECLARATION REFERENCE:**

THE CONDOMINIUM DECLARATION PREPARED UNDER THE WASHINGTON CONDOMINIUM ACT FOR THE CONDOMINIUM TO WHICH THIS SURVEY AS SET OF PLANS REFER, WAS RECORDED WITH THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, AT AUDITOR'S FILE NO. \_\_\_\_\_ RECORDS OF SKAGIT COUNTY, WASHINGTON.

**DEDICATION:**

THE UNDERSIGNED OWNER(S) IN FEE SIMPLE ("DECLARANT") HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATED THE SAME FOR COMMON PURPOSES. THIS SURVEY MAP AND PLANS AND ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE CONDOMINIUM DECLARATION FILED CONTEMPORANEOUSLY HEREWIT. THIS DEDICATION IS NOT FOR ANY OTHER USE THAN TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT FOR A SURVEY AND PLANS AND TO SUBMIT THE PROPERTY TO THE ACT AS PROVIDED IN THE DECLARATION.

DECLARANT:

BY: RICK HANSON, ITS MANAGER

LENNOLDER

BY: VICE PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006,  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, HAVE PERSONALLY APPEARED

OF \_\_\_\_\_  
TO ME KNOWN TO BE THE MANAGER OF SAID COMPANY WHO EXECUTED THE WITHIN AND FOREGOING DEDICATION AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (SHE WAS THE INDIVIDUAL AUTHORIZED TO EXECUTE THE SAID INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
RESIDING AT \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006,  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, HAVE PERSONALLY APPEARED

OF \_\_\_\_\_  
CORPORATION, TO ME KNOWN TO BE THE REPRESENTATIVE OF SAID CORPORATION WHO EXECUTED THE WITHIN AND FOREGOING DEDICATION AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (SHE WAS THE INDIVIDUAL AUTHORIZED TO EXECUTE THE SAID INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
RESIDING AT \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS ARE BASED ON AN ACTUAL SURVEY OF THE PROPERTY HEREBY DESCRIBED; THAT THE COURSES AND DISTANCE SHOWN ARE CORRECT, AND THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 I SUPPLIED HEREWIT. I FURTHER CERTIFY THAT THE HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS IN THIS CONDOMINIUM ARE SUBSTANTIALLY COMPLETED ACCORDANCE WITH THE PLANS CONTAINED HEREWIT.

YOUNG-SOC, INC., PROFESSIONAL LAND SURVEYOR,  
CERTIFICATE NO. 32189

**SUMMIT ENGINEERS & SURVEYORS, INC.**  
2210 OLD HIGHWAY 90 SOUTH ROAD, MOUNT VERNON, WA. 98273  
PHONE: (360) 416-4969 FAX: (360) 416-4949



**LEGAL DESCRIPTION OF LAND WITHIN THE CONDOMINIUM**

THE WEST 133 FEET OF TRACT 4 OF "SEDRO ACRES", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35 OF THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON, EXCEPT THE WEST 1 FOOT THEREOF, ALSO EXCEPT THE NORTH 8 FEET AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 776532, SITUATE IN SKAGIT COUNTY, WASHINGTON.

**BASIS OF BEARING:**

NORTH LINE OF SOUTHEAST SAID SECTION: S 89°55'03" E.

**SURVEY EQUIPMENT & PROCEDURE**

THIS SURVEY WAS COMPLETED AND ACCOMPLISHED BY FIELD TRAVERSERS USING A NIKON DTM-520 TOTAL STATION IN NOVEMBER, 2006.

**LEGEND**

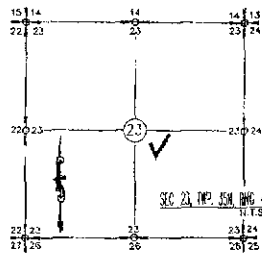
- SET REBAR & CAP #32189
- FND CONC. MON.
- FND REBAR & CAP (SKAGIT) (OCTOBER, 2006)
- CALCULATED POINT

**NOTE**

1. ZONING: R-7, MULTIPLE FAMILY RESIDENTIAL DISTRICT
2. ACCESS TO STORMWATER FACILITIES AND SEWER MAIN MAINLINES TO REMAIN UNOBSTRUCTED FOR INSPECTION AND MAINTENANCE OF THE SYSTEM. ACCESS ROADS ARE TO BE MAINTAINED FOR VEHICLE ACCESS. NO ALTERATION IS ALLOWED WITHOUT CITY OF SEDRO-WOOLLEY APPROVAL.
3. CERTIFICATION, AS CONTAINED HEREIN, COMPRISES THE DECLARATION OF THE SURVEYOR'S PROFESSIONAL JUDGMENT. IT DOES NOT CONSTITUTE A WARRANTY OR A GUARANTEE, EXPRESS OR IMPLIED; NOR DOES IT RELIEVE ANY OTHER PARTY OF HIS RESPONSIBILITY TO ABIDE BY CONTRACT DOCUMENTS, APPLICABLE CODES, STANDARDS, REGULATIONS, AND ORDINANCES.
4. ALL LOT/UNIT CORNERS AND THE POINTS OF CURVATURE ARE MARKED ON GROUND WITH A REBAR AND PLASTIC PLUG MARKED "SUMMIT 32189" UNLESS NOTED OTHERWISE.
5. ALL UNITS SHALL HAVE AN UNDIVIDED INTEREST IN ALL COMMON ELEMENTS, MAINTENANCE, UPKEEP AND REPAIR OF COMMON ELEMENTS AND ANY FACILITIES THEREON SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.
6. ALL DRIVEWAY(S)/PARKING LOT(S), PLAY AREA, AND STORMWATER FACILITIES ON THIS DEVELOPMENT ARE PRIVATE. THE CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SAID DRIVEWAY(S)/PARKING LOT(S) AND UTILITIES. THE CITY OF SEDRO-WOOLLEY AND PUD, IF HAVE EASEMENT OVER AND UNDER THE DRIVEWAY(S)/PARKING LOT(S) FOR MAINTENANCE, REPAIR AND CONSTRUCTION OF THE CITY OWNED SANITARY SEWER FACILITY AND PUG BY OWNED WATERMAIN.

**EASEMENT PROVISION**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF OAK HARBOR, PUGET SOUND ENERGY WORKSON TELEPHONE CO. OF THE NORTHWEST, CASCADIA NATURAL GAS CORPORATION, U.S. POSTAL SERVICE, AT&T TELECOMMUNICATIONS INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE ROWWAYS AND UTILITIES EASEMENTS (10' W) SHOWN HEREON, AND ALONG THE ROUTE OF THE AS BUILT OR YET TO BE BUILT UTILITY ALIGNMENTS IN WHICH TO INSTALL, LAY, CONSTRUCT, REPAIR, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES, AND APPURTENANCES ATTACHED THEREON, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE UNITS WITHIN THIS DEVELOPMENT AND OTHER PROPERTY AS MAY BE DEVELOPED IN ASSOCIATION WITH EXPANSIONS TO THIS DEVELOPMENT, TOGETHER WITH THE RIGHT TO ENTER ANY GRANTOR UPON THE UNITS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THIS DEVELOPMENT OR TO THE CONDOMINIUM ASSOCIATION BY THE EXERCISE OF RIGHTS AND PRIVILEGES HEREBY GRANTED.



**DEVELOPERS/OWNERS**

RICK A. HANSON  
103 E. UTSALADY STREET  
CAMANO ISLAND, WA 98292  
(360) 387-6613

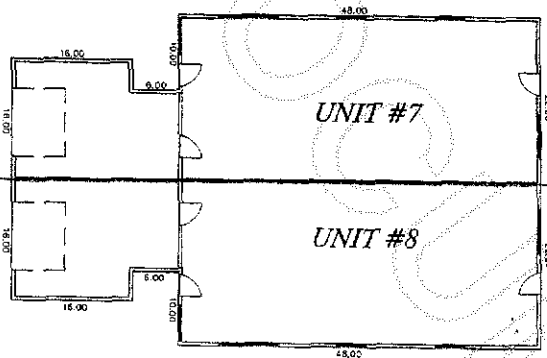
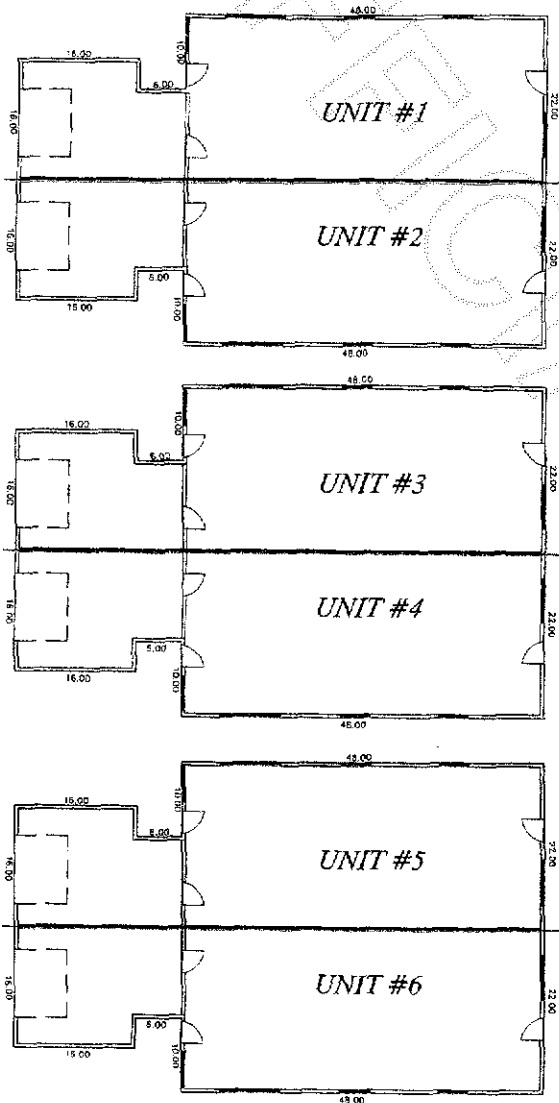
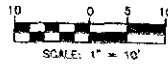


EXHIBIT A-2

SURVEY MAP AND PLANS FOR  
**KENDALL PLACE CONDOMINIUM**  
 SECTION 23, TOWNSHIP 35 N., RANGE 4 E., W.M.  
 SEDRO-WOOLLEY, WASHINGTON

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERS & SURVEYORS, INC.

COUNTY AUDITOR  
 SKAGIT COUNTY, WASHINGTON BY COPY



**AREAS**

ALL UNITS	AREA
UNIT #1 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #2 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #3 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #4 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #5 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #6 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #7 TOTAL GARAGE	1056.0 SF 328.0 SF
UNIT #8 TOTAL GARAGE	1056.0 SF 328.0 SF

**ADDRESS**

- UNIT #1 - 891 COOK ROAD
- UNIT #2 - 893 COOK ROAD
- UNIT #3 - 887 COOK ROAD
- UNIT #4 - 899 COOK ROAD
- UNIT #5 - 883 COOK ROAD
- UNIT #6 - 885 COOK ROAD
- UNIT #7 - 879 COOK ROAD
- UNIT #8 - 881 COOK ROAD

**NOTE:**

1. EACH GARAGE APRON DEPICTED HEREON IS A LIMITED COMMON ELEMENT ALLOCATED TO THE UNIT TO WHICH IT IS IMMEDIATELY ADJACENT.
2. PLAY AREA, PLANTING AREA AND DRIVEWAY ARE COMMON ELEMENT (CE).
3. ALL UNIT DIMENSIONS ARE TO THE SURFACE OF THE WALL STUDS, MEASURED AS SHOWN TO THE NEAREST 0.1 FOOT.
4. ALL DIMENSIONS ARE BASED ON AS-BUILT MEASUREMENTS AS OF THE DATE OF THE DECLARANT'S RECORDING OF THESE PLANS. THESE PLANS ARE SUBJECT TO CHANGE WITHOUT NOTICE PRIOR TO SALE AND DO NOT CONSTITUTE COVENANTS, CONDITIONS, RESTRICTIONS, WARRANTIES OR GUARANTEES CONCERNING THE USE, DESIGN, VALUE OR MARKETABILITY THEREOF.
5. COMPLETE, APPROVED BUILDING PLANS ARE AVAILABLE FROM THE DECLARANT, AND FROM THE CITY OF SEDRO-WOOLLEY BUILDING DEPARTMENT.



**DEVELOPERS/OWNERS**

RIK A. HANSON  
 103 E. UTSALADY STREET  
 CAMANO ISLAND, WA 98282  
 (360) 387-6613

**SUMMIT ENGINEERS & SURVEYORS, INC.**  
 2218 OLD HIGHWAY 99 SOUTH ROAD, MOUNT VERNON, WA 98273  
 PHONE: (360) 418-4898 FAX: (360) 418-4948



200701240073  
 Skagit County Auditor