



200712060103

Skagit County Auditor

12/6/2007 Page 1 of 8 3:45PM

When Recorded Return To:

**Donald W. Black
OGDEN MURPHY WALLACE, P.L.L.C.
1601 Fifth Avenue, Suite 2100
Seattle, Washington 98101-1686**

**CHICAGO TITLE CO.
1C43642**

**FIRST AMENDMENT TO DECLARATION OF
ISLAND MEDICAL CENTER CONDOMINIUM**

Reference Number(s)
of Related Documents:

200603140130

Additional Reference #s on page: N/A

Grantor:

CHALLENGE DEVELOPMENTS II, L.L.C., a Washington
limited liability company

Additional Grantors on page: N/A

Grantees:

SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 2 (d/b/a
Island Hospital), a Washington state public hospital district, and
CHALLENGE DEVELOPMENTS II, L.L.C., a Washington state
limited liability company

Additional Grantees on page: N/A

Legal Description (abbreviated):

That portion of the Southeast Quarter of Section 24, Township 35
North, Range 1 East of the Willamette Meridian

Additional Legal on page: 8

Assessor's Tax
Account Number:

P124175; P124176; P124177

**FIRST AMENDMENT TO DECLARATION OF
ISLAND MEDICAL CENTER CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF ISLAND MEDICAL CENTER CONDOMINIUM (this "First Amendment") is made by ISLAND MEDICAL CENTER CONDOMINIUM ASSOCIATION (the "Association") and its Unit Owners, CHALLENGE DEVELOPMENTS II, L.L.C., a Washington limited liability company ("Challenge"), and SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 2, a Washington municipal corporation (the "District"), and amends that certain Declaration Establishing the Island Medical Center Condominium (the "Condominium"), recorded under Auditor's File No. 200603140130, records of Skagit County, Washington (the "Declaration"), which Declaration was filed simultaneously with Survey Map and Plans for Island Medical Center Condominium, recorded under Auditor's file No. 200603140131.

RECITALS

A. Challenge is the Owner of Unit 101 and 102 of the Condominium. Pursuant to Section 5.4 of the Declaration, Challenge has completed construction of improvements to a portion of Unit 102, both on the main and lower levels of the Condominium.

B. In connection therewith, and simultaneously with the filing of this First Amendment, the District is purchasing from Challenge a portion of the improvements to Unit 102 that are specific to the lower level.

C. As depicted on the Survey Map and Plans for First Amendment to Island Medical Center Condominium, which is described more fully in Section 6 hereof, the Association and the Unit Owners desire to relocate the boundaries of the Units to reflect the improvements to Unit 102 that are specific to the main level as being added to the existing Unit 101 and the improvements to Unit 102 that are specific to the lower level as being added to the existing Unit LL1, and to identify the remaining boundaries of Unit 102.

D. In connection with the foregoing, and pursuant to Sections 5.4, 18.4 and 31.1 of the Declaration, the Association and the Unit Owners desire to amend the Declaration to reflect the relocation of the boundaries of Unit 102, Unit 101 and Unit LL1, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions; References.** All capitalized terms used in this First Amendment not defined herein shall have the meanings given them in the Declaration. References in this First Amendment and in the Declaration to "this Declaration," "herein," "hereto" and words of similar import shall mean the Declaration as modified by this First Amendment.

2. **Section References.** References to Sections herein shall refer to Sections in this First Amendment. References to the Declaration Sections or Articles shall refer to Sections or Articles in the Declaration.

Amendment to Declaration of
Island Medical Center Condominium
(CAS669147.DOC;6/06989.045018/)



200712060103

Skagit County Auditor

3. **Effect of First Amendment.** This First Amendment modifies the Declaration. The Declaration, as amended by this First Amendment, is in full force and effect, and the parties hereby ratify and affirm the same. In the event of any conflict between the provisions of the Declaration and this First Amendment, the provisions of this First Amendment shall control.

4. **Conveyance of Unit 102 Improvements.**

4.1 **Conveyance of Main Level Improvements to Unit 101 Owner.**
Challenge, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby quit claims and conveys the improvements to Unit 102 that are specific to the main level to itself, as the Unit 101 Unit Owner, according to the altered boundaries for such Units shown on the Survey Map and Plans for First Amendment referenced in Section 6 below.

4.2 **Conveyance of Lower Level Improvements to Unit LL1 Owner.**
Challenge, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby warrants and conveys to the Unit LL1 Unit Owner, all of its right, title and interest in and to the improvements to Unit 102 that are specific to the lower level, according to the altered boundaries for such Units shown on the Survey Map and Plans for First Amendment referenced in Section 6 below.

4.3 **Conveyance of District's Interest in Units 101 and 102 to Challenge.**
The District, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby quit claims and conveys any interest it may have in Unit 101 and in Unit 102 (other than the improvements to Unit 102 that are conveyed to the District pursuant to Section 4.2 above) to Challenge.

5. **Reallocation of Approximate Size and Percentage of Undivided Interest in Common Elements and Expense.**

5.1 The information set forth in Section 5.1 of the Declaration for each of the three Units created by the Declaration is hereby amended as follows:

Unit No.	Floor	Approx. Sq. Ft.	Percentage of: Undivided Interest, Voting and Sharing of Common Expense and of Common Elements
LL1	Lower Level	14,450	42.259%
101	Main Level	19,740	57.74%
102	Main Level	5,660	0.001%
	Total	39,850	100%

5.2 The first sentence of Section 5.2 is amended to read as follows: The percentage of undivided interest for voting and for sharing of common expenses of the Association is as set forth in the table above in Section 5.1.

5.3 The last sentence of Section 5.4 of the Declaration is hereby amended to replace "forty eight (48)" with "sixty (60)."

6. **Amended Survey Map and Plans.** Survey Map and Plans, recorded under Auditor's File No. 200603140131, were originally filed with the recording of the Declaration.

Amendment to Declaration of
Island Medical Center Condominium
{CAS669147.DOC;6/06989.045018/}



200712060103
Skagit County Auditor

Survey Map and Plans for First Amendment to Island Medical Center Condominium (the "Survey Map and Plans for First Amendment"), were prepared in connection with this Amendment showing the altered boundaries between the Units and were filed with the Auditor of Skagit County, Washington, simultaneously with the recording of this Amendment under Auditor's File No. _____ Any and all references to "Survey Map and Plans" in the Declaration are hereby replaced with "Survey Map and Plans for First Amendment."

7. **Effective Date.** This First Amendment shall be effective upon filing in the office of the Auditor of Skagit County, Washington.

DATED the 5 day of December, 2007.

ASSOCIATION:

Vincent C. Oliver
By: Vincent C. Oliver
President, Board of Directors of Island Medical Center Condominium Association

UNIT OWNERS:

CHALLENGE DEVELOPMENTS II, L.L.C.

Jerald Zavainey
By: Jerald Zavainey
Its: Member

Michael E. Ruthford
By: Michael E. Ruthford
Its: Member

SKAGIT COUNTY PUBLIC HOSPITAL
DISTRICT NO. 2

Vincent C. Oliver
By: Vincent C. Oliver
Its: Superintendent and Chief Executive Officer

ATTEST:

The undersigned hereby attests that the First Amendment was properly adopted in accordance with the Association's Bylaws and the provisions of Section 31.1 and 18.4 of the Declaration.

Peter M. Swanson
By: Peter Swanson
Its: Secretary, Board of Directors of Island Medical Center Condominium Association

Amendment to Declaration of
Island Medical Center Condominium
(CAS669147.DOC;6/06989.045018/)

4



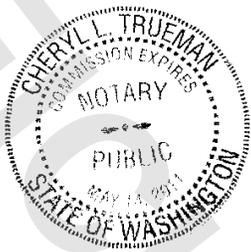
200712060103
Skagit County Auditor

12/6/2007 Page 4 of 8 3:45PM

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Vincent C. Oliver is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Board of Directors of Island Medical Center Condominium Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5, 2007.

(Seal or stamp) 

Cheryl L. Trueman
(Signature)

Cheryl L. Trueman
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Mount Vernon
My appointment expires 5/14/11

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Peter Swanson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of the Board of Directors of Island Medical Center Condominium Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5, 2007.

(Seal or stamp) 

Cheryl L. Trueman
(Signature)

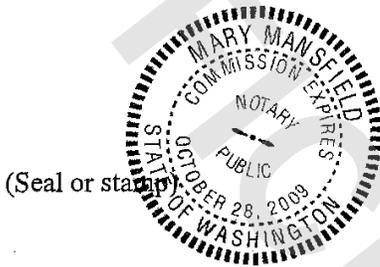
Cheryl L. Trueman
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Mount Vernon
My appointment expires 5/14/11



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jerald Zavalney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Challenge Developments II, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-6, 2007.



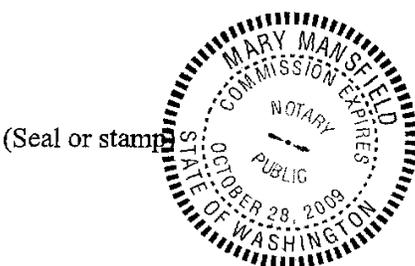
Mary Mansfield
(Signature)

Mary Mansfield
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Amesbury
My appointment expires 10-28-09

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Michael E. Ruthford is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Challenge Developments II, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-6, 2007.



Mary Mansfield
(Signature)

Mary Mansfield
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Amesbury
My appointment expires 10-28-09

Amendment to Declaration of
Island Medical Center Condominium
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Vincent C. Oliver is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent and Chief Executive Officer of Skagit County Public Hospital District No. 2 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5, 2007.

Cheryl L. Trueman
(Signature)

(Seal or stamp)



Cheryl L. Trueman
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Mount Vernon
My appointment expires 12/11/11



LEGAL DESCRIPTION

That portion of the Southeast Quarter of Section 24, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at the East Quarter corner of said Section 24;
thence South 0°59'30" East, along the East line of said Section 24, 1,223.17 feet to an intersection with the South line of 24th Street;
thence South 89°58'48" West, along the South line of 24th Street, 396.27 feet to the true point of beginning;
thence South 0°01'35" East, 264.46 feet;
thence South 89°58'25" West, 358.50 feet to the East line of "M" Avenue;
thence North 0°01'35" West, along the East line of "M" Avenue, 264.50 feet to the South line of 24th Street;
thence North 89°58'48" East along the South line of 24th Street, 358.50 feet to the true point of beginning;

Together with that Reciprocal Easement Agreement recorded March 14, 2006 under Auditor's File No. 200603140129, Records of Skagit County, Washington.

Situate in Skagit County, Washington.

