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**Document Title:**

Condominium Declaration: Sharon condominiums

**Reference Number :**

200809100085

**Grantor(s):**

☐ additional grantor names on page \_\_\_\_.

1. Michael Bart
2. Elisabeth Bart

**Grantee(s):**

☐ additional grantee names on page \_\_\_\_.

1. Michael Bart
2. Elisabeth Bart

**Abbreviated legal description:**

☒ full legal on page(s) 1.

Parcel "A": The North 130 feet of the East 90 feet EXCEPT Sharon Street ....

Parcel "B": The West 7.20 feet of the North 130 feet of the North ½ of the East ½ of Tract 63,  
"PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of  
Plats, page 49, records of Skagit County, Washington....

**Assessor Parcel / Tax ID Number:**

☐ additional tax parcel number(s) on page \_\_\_\_.

P62720 / 3867-000-063-0406

# CONDOMINIUM DECLARATION

## SHARON CONDOMINIUMS

This declaration is made and executed by MICHAEL J. BART AND ELISABETH M. CHOWKA BART ("Declarants") pursuant to the provisions of the Washington Condominium Act, R.C.W. Chapter 64.34, hereinafter referred to as the "Act," and constitutes the entire Condominium Declaration affecting the described property.

### 1. Definitions and Descriptions

A. The "Property" is located at 980 & 982 Sharon Avenue, in the city of Burlington, Skagit County, Washington.

B. Declarants, by recording this declaration, submit the property to the provisions of the Act.

C. The covenants, conditions and restrictions contained in this declaration and in the exhibits and appendices hereto shall be enforce- able legal and equitable covenants and shall run with the land.

D. Attached hereto as Exhibits "A," and "B," and made a part hereof are such plans and survey of the property, as are required by the Act.

E. The administration of the property shall be governed by Bylaws that are embodied in a separate instrument, a true copy of which is appended to and recorded with this Declaration as Appendix "A".

F. All terms used in this declaration and the Bylaws shall have the same definition as the terms defined in the act, unless the act allows for a variation of the terms and such variation is stated herein.

G. The property shall be known as Sharon Condominiums.

### 2. Legal Description

The land on which the buildings and improvements are located, is legally described as follows:

Parcel "A": The North 130 feet of the East 90 feet EXCEPT Sharon Street of the following described tract:

The North ½ of the East 378 feet of the West ½ of Tract 63,



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"PLAT OF THE BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, and

Parcel "B": The West 7.20 feet of the North 130 feet of the North ½ of the East ½ of Tract 63, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington

### **3. Description of the Building**

A. The building, as shown on Exhibit "A" (Picture of Units), located on the land are described as follows:

1. Duplex consisting of frame construction on crawl space concrete slab foundation and containing two separate residential units.
2. Each unit containing approx. 1012 sq ft., consists of two (2) bedrooms, 1 bath, kitchen, living room, laundry area (in garage), and various storage areas. Attached one car garage comprises approx. 300 sq ft.

### **4. Description of Units**

A. Each unit that is a part of common elements. Exhibit "A" contains a general description and floor plan of the units, showing the approximate square footage in the unit and the approximate percentage of undivided interest in the common elements appertaining to said unit. The common areas of the units are more particularly described in a survey labeled Exhibit "B" attached hereto.

B. The boundary lines of each unit are the undecorated [and/or] unfinished interior surfaces of its perimeter or bearing walls, windows and doors; its lowermost floor and uppermost ceiling. Each unit shall include both the portions of the building in which it is located that are not common elements within such boundary lines and the space so encompassed, excepting common elements. Without limitation, a unit includes any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings; non-supporting interior walls; and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit.

### **5. Description of Common Elements**

The common elements shall mean and include the land on which the buildings are located and all portions of the property not contained within any unit, including, but not by way of limitation, the foundations, columns, girders,



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beams, supports, main walls, roofs, halls, corridors, stairs, stairways, fire escapes, and entrances and exits of the buildings; the grounds, gardens, and storage spaces. All limited common elements as hereinafter described; and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common elements and all repairs and replacements of any of the foregoing.

## **6. Unit Ownership**

A. The percentage of undivided interest in the common elements appertaining to each unit and its owner for all purposes, including voting, is set forth in Appendix "B". Such percentages have been computed by taking as a basis the square footage of the individual units in relation to the total square footage of all unit spaces in the property.

B. A unit owner shall have the exclusive ownership and use of his or her unit, subject to the provisions of this Declaration and the Bylaws, and shall have a common right to share with other co-owners in the common elements of the property.

## **7. Purpose of the Property**

A. The purpose of the property is to provide residential housing and parking for unit owners, their respective families, tenants and guests.

B. The units and common elements shall be occupied and used as follows:

1. A residential unit owner shall not permit his or her unit to be occupied or used other than as a private residence for a single family.

2. No parking space shall be used for any other purpose except to park an operable motor vehicle, motorcycle or other wheeled conveyance.

3. A unit owner shall not obstruct the common elements.

4. Without the prior written consent of the all unit owners, a unit owner shall not permit anything to be done or kept in his or her unit or in the limited common elements appurtenant to his or her unit that would result in an increase in the cost of insurance on the property, or that would result in the cancellation of insurance with respect to all or any part of the property, or that would be in violation of any governmental law, ordinance or regulation.

5. A unit owner shall not permit any obnoxious or offensive activity or nuisance to be carried on in his unit or in the limited common elements appurtenant to his unit.



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6. A unit owner shall not alter, construct in, or remove anything from the common elements, except with the prior written consent of the joint owner

7. A unit owner shall not violate any of the rules and regulations for the use of units, common elements or limited common elements contained in the Bylaws or adopted by the owners in writing.

**8. Association of Owners: Board of Directors**

A. The term "Director", "Owner", "Unit Owner" or their plural may be used interchangeably in this document and related condominium documents. The Owners/Directors shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the act, this Declaration and Bylaws, including but not limited to the following:

1. To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the property.

2. To engage the services of a manager or managing company, accountants, attorneys or, other employees or agents.

3. To operate, maintain and repair the common elements including landscaping and the exterior surfaces of the units; provided, however, that furnaces, air conditioning equipment, plumbing, fixtures, household appliances, septic system, and other interior mechanical equipment, used in and for the units, and the interior surfaces of each unit shall be maintained and repaired by the respective owners thereof. All such maintenance shall be at the sole cost and expense of the particular owner.

4. To agree on a budget for common expenses and fund an account to satisfy same.

5. To open bank accounts on behalf of the Association and to designate the signatures therefor.

6. To purchase, hold, sell, convey, mortgage or lease any one or more units in the name of the Association or its designee.

7. To obtain insurance for the owners with respect to the units and the common elements.

8. To repair or restore the property following damage or destruction or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the property from the provisions of the act.



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9. To keep adequate books and records of the owners and all dealings relating to the management of the property.

10. To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any unit if the same is necessary to protect or preserve the appearance and value of the property.

11. The Owners may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to in Section 9C, above, except the final determination of common expenses, budgets and assessments based thereon; the promulgation of house rules and administrative rules and regulations; the opening of bank accounts; the power to purchase, hold, sell, convey, mortgage or lease any units in the name of the joint owner or the authority to bring, prosecute and settle litigation.

12. The Owners shall indemnify and hold harmless any person, his or her heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

## **9. Maintenance**

A. The maintenance, replacement and repair of the common elements shall be the responsibility of the Owners and the cost thereof shall be a common expense. Retain all incidental damages caused to a unit by the maintenance, replacement and repair of the common elements or utility services shall be repaired promptly as a common expense.

B. The Owners shall have the responsibility to maintain and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the owners' unit. The Owners shall keep clean and in a sanitary condition their storage areas, balconies and patios.

## **10. Insurance**

A. The Owners shall obtain and maintain at all times insurance of the type and kind as provided herein and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other properties similar in construction, design and use to the property:

1. Each unit owner may obtain additional insurance covering his real property interest at his own expense and commensurate with common insurance practices.



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B. The Owners, for the benefit of themselves, shall maintain a policy or policies of casualty and multi-risk insurance on the property, with the provisions and endorsements as set forth in paragraph 10.A above, if obtainable, and with extended coverage endorsements for the full insurable replacement value of the units, common elements, common personal property and fixtures. Policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit.

## **11. Damage**

A. If any of the buildings are damaged by fire or other casualty and said damage is limited to a single unit, all insurance proceeds shall be paid to the owner or owners or mortgagee or mortgagees, of such unit, as their respective interests may appear. The unit owner or owners or mortgagee or mortgagees, shall use the same to promptly rebuild or repair such unit in accordance with the original plans and specifications therefor. If the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding such unit in accordance with the original plans and specifications the unit owner shall be liable for any deficiency.

B. If such damage extends to two or more units, or extends to any part of the common elements, such insurance proceeds shall be paid into an escrow account, to be held in trust for the benefit of the unit owners and their mortgagees as their respective interests may appear.

C. If two-thirds (2/3) or more of the building is destroyed or damaged by fire or other casualty, and unless otherwise unanimously agreed by the unit owners, the insurance proceeds shall be delivered to the unit owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each unit owner in the common elements. The Owners shall record with the Auditor of Skagit County a notice setting forth such facts, and upon the recording of such notice (i) the property shall be deemed to be owned in common by the unit owners as tenants in common, each unit owner owning an undivided interest in the property equal to his or her percentage ownership in the common elements as set forth in the Exhibits hereto; (ii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property and (iii) the property shall be subject to an action for partition as the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all unit owners in a percentage equal to the percentage of undivided interest owned by each unit owner in the property, after first paying out of the respective shares of each unit owner, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by such unit owner.



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D. For purposes of this Section 11, the terms "disaster," "destruction," or "substantial damage" shall also mean and include a temporary or permanent taking, injury or destruction of all or part of the common elements or one or more units or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or conveyance in lieu of condemnation. Reconstruction of the building or unit shall mean the restoring of the building or unit to substantially the same condition in which it existed prior to the damage or destruction, with each unit and the common elements having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Section 13 hereof shall apply.

## **12. Termination**

A. In the event that such fraction or percentage of building is destroyed or substantially damaged so as to bring into effect the provisions of paragraph 11.C above, and the unit owners do not unanimously vote to act otherwise as provided therein, the property shall be removed from the provisions of the act without further agreement..

B. All of the unit owners may remove the property from the provisions of the act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded that their liens be transferred to the percentage of the undivided interest of the unit owners in the property.

C. After removal of the property from the act, the unit owners shall own the property as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the unit owners. Such undivided interests of the unit owners shall be the same as the percentage of undivided interest in the common elements appurtenant to the unit owners' units prior to removal from the act.

D. This Section 12 cannot be amended without consent of all unit owners and all record owners of mortgages on units.

## **13. Eminent Domain**

A. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the common elements or one or more units or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or conveyance in lieu of condemnation, each unit owner shall be entitled to notice thereof, and the unit owners at their respective expenses may, participate in the proceedings incident thereto.



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B. With respect to common elements, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each unit owner's interest therein. After such determination, each unit owner shall be entitled to a share of the damages in the same proportion as his percentage of undivided interest of the common elements.

C. In the event the property is removed from the provisions of the act pursuant to Sections 11 and 12 above, the proceeds of the damages or awards shall be distributed or used in accordance with, and the owners of the affected units shall have the rights provided in, Section 11.C, above.

E. If one or more units are taken, in whole or in part, and the property is not removed from the provisions of the act, the taking shall have the following effect:

1. If the taking reduces the size of a unit and the remaining portion of the unit may be made tenantable, the unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the unit owner. The balance of the award, if any, shall be distributed to the mortgagee to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the unit owner. If there is a balance of the award distributed to the unit owner or a mortgagee, the unit owner's percentage of undivided interest in the common elements shall be equitably reduced. This shall be done by recomputing the percentages of undivided interests of all unit owners in the common elements, taking into account the reduction in floor area occasioned by the taking.

2. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award shall be distributed to the mortgagee of the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the unit owner.

F. Changes in units, in the common elements and in the ownership of the common elements that are affected by the taking referred to in this Section 14 shall be evidenced by an amendment to this declaration and plat, which need not be approved by the unit owners.

#### **14. Mortgagee Protection**

A. The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and the holder of a mortgage and shall include a beneficiary under a deed of trust.

B. One owner shall give to the other written notification of any default by the mortgagor of the respective unit in the performance of such mortgagor's obligations under the declaration which is not cured within 60 days.



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C. A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by way of deed or assignment in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee comes into the possession of the unit except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all units, including the mortgaged unit.

D. Any liens upon any unit created under the act or pursuant to this declaration or the bylaws shall be subject and subordinate to and shall not affect the rights of any mortgagee under a mortgage on such unit made in good faith and for value, provided, however, that any lien created hereunder after a foreclosure or sale shall have the same effect and be enforced in the same manner as provided in the act, and declaration [and/or] the bylaws.

E. No amendment to this paragraph shall affect the rights of a mortgagee who has recorded a valid mortgage prior to the recordation of any such amendment.

## **15. Encroachments**

A. None of the rights and obligations of any unit owner created by this declaration, bylaws or by a deed conveying an unit shall be affected in any way by an encroachment (i) by any portion of the common elements upon any unit; (ii) by any unit upon any portion of the common elements or (iii) by any unit upon another unit due to settling or shifting of any building including the rebuilding of a building after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful or negligent act or omission of the owner of the encroaching unit, or of the owners of the units to which the use of encroaching limited common elements are appurtenant.

B. There are hereby created valid easements for the maintenance of any encroachments permitted by this Section 15 of this declaration so long as such encroachments exist.

## **16. Sale or Conveyance**

Upon the sale or conveyance of an unit, all unpaid assessments against an unit owner shall first be paid out of the sales price as provided in R.C.W. 64.34.425; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of an unit, the grantee of the unit shall be jointly and severally liable with the selling unit owner for all unpaid assessments against the latter to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling unit owner the amounts



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paid by the grantee therefor. Any person who shall have entered into a written agreement to purchase an unit shall be entitled, upon written request therefor, to a statement from the owner setting forth the amount of the unpaid assessments against the selling unit owner and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in the statement.

## **17. Conveyance Requirements**

A. Every deed, lease, mortgage or other instrument shall describe a unit by its identity number as set forth in Exhibits "A" and "B". Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the unit owner's corresponding percentage of undivided ownership in the common elements as set forth in such Exhibits even though the same is not exactly mentioned or described.

B. Every deed, lease, mortgage or other similar instrument shall be deemed to:

1. Except and reserve with respect to an unit (i) any portion of the common elements lying within said unit; (ii) easements through said unit appurtenant to the common elements and all other units for support and repair of the common elements and all other units; and (iii) easements appurtenant to the common elements for encroachments upon the air space of said unit by those portions of the common elements located within said unit.

2. Include with respect to a unit nonexclusive easements for ingress and support of said unit through the common elements, for the repair of said unit through all other units and through the common elements and for the use of the balcony and patio space as indicated in the Exhibits.

3. Except and reserve with respect to the undivided percentage interest in the common elements nonexclusive easements appurtenant to all units for ingress, egress, support and repair.

4. Include with respect to the undivided percentage interest in the common elements nonexclusive easements through each unit for support and repair of the common elements and nonexclusive easements for encroachments upon the air space of all of the units by and for the portions of the common elements lying within the units.

## **19. Amendment**

A. The Declaration may only be amended at a meeting of the Owners at which the amendment is approved by unanimous agreement.



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B. An amendment of the Declaration may not alter or destroy a unit or a limited common element without the consent of the Owners affected and the Owners' first lien mortgagees.

## **20. Assessments**

A. The making and collection of assessments from Owners for their share of common expenses shall be pursuant to the Bylaws and subject to the following provisions:

1. Each Owner shall be liable for a proportionate share of the common expenses, such share being the same as the percentage of undivided interest in the common elements appurtenant to the unit owned by the each Owner as set forth in the attached Exhibits.
2. Assessments and any installments shall be budgeted and a special account shall be set up for such assessments and installments.

B. Capital improvements to the common elements will proceed based on unanimous agreement between the Owners.

C. If the unit owner shall at any time lease his unit and shall default in the payment of assessments, the remaining Owner can seek redress via arbitration pursuant to the Skagit County Superior Court Mandatory Arbitration Rules.

D. The electrical service to the property is furnished through separate meters read and billed by the PUD.

## **21. Voting**

All actions by Owners under this Declaration or the Bylaws shall be by unanimous agreement of the Owners. No matter how many different individual have ownership in a unit, only one vote per unit is allowed. If there is more than one owner with respect to a particular unit, any or all of such unit owners may attend any meeting of ownership, but it shall be necessary for all such unit owners present, in person or by proxy, to act unanimously in order to express their vote pertaining to their unit.

## **22. Notices**

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered three (3) days after a copy of the same has been



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deposited in the U.S. postal service, postage prepaid, return receipt requested. Notice to unit owners shall be addressed to each unit owner at the address given by such unit owner to the Secretary/Treasurer.

### **23. No Waiver**

The failure of the Owners or their agents or designees to insist, in, one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this declaration or the bylaws, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

### **24. Enforcement**

Each unit owner shall strictly comply with the provisions of the declaration, the bylaws, the house rules and administrative rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both by an aggrieved unit owner.

### **25. Declarant and Declarants' Use**

A. The term "Declarant" as used herein shall mean and include and any person or persons who might acquire title through foreclosure or deed.

B. Declarant and persons it may select from time to time shall have the right of ingress and egress over, upon and across the common elements and limited common elements and the right to store materials therein and to make such other use thereof as may be necessary and incident to the development and sale of all of the units as determined by the Declarant in its sole discretion.

### **26. Severability**

The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

### **27. Law Controlling**

This declaration, the plats, Appendix and the bylaws shall be construed and controlled by and under the Condominium Act (R.C.W. Chapter 64.34) as hereinafter amended, and other laws of the State of Washington.



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**28. Effective Date**

This declaration shall take effect when recorded.

In Witness Whereof, the undersigned has executed this instrument this  
18 day of JULY, 2008

**DECLARANTS:**

Michael J. Bart 7/18/08  
MICHAEL J. BART

Elisabeth M. Chowka-Bart 7-18-08  
ELISABETH M. CHOWKA BART

STATE OF WASHINGTON )

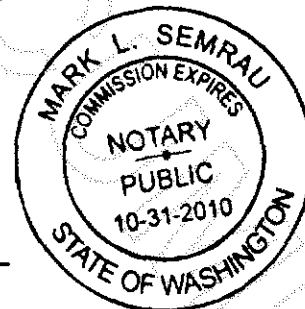
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **MICHAEL J. BART** is the person who personally appeared before me, and that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated this 18 day of JULY 2008

Mark L. Semrau  
NOTARY PUBLIC

MARK L. SEMRAU  
Printed Name  
My commission expires:



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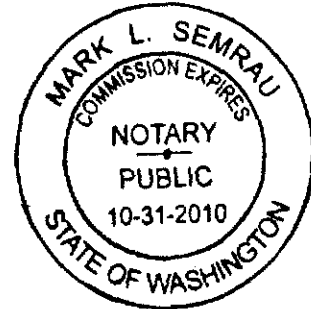
STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **ELISABETH M. CHOWKA BART** is the person who personally appeared before me, and that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated this 18 day of JULY 2008

Mark L. Semrau  
NOTARY PUBLIC

MARK L. SEMRAU  
Printed Name  
My commission expires:



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