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Skagit County Auditor

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6/29/2017 Page

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After recording return document to:

Maddox Highlands Condominium I Association
P.O. Box 2036
Mount Vernon, WA 98273-2036

DOCUMENT TITLE: FOURTH AMENDMENT DECLARATION OF
MADDOX HIGHLANDS CONDOMINIUM I ASSOCIATION
REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): Maddox Highlands Condominium I Association

ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.

GRANTEE(S): The Public

ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.

LEGAL DESCRIPTION: Phase I Lots B-10 and B-11 Maddox Creek P.U.D., Phase 3, recorded August 14, 2000, under Skagit County Auditor's File No. 200008140137, records of Skagit County, Washington.

Now known as Maddox Highlands Condominium I according to the Declaration thereof recorded under Auditor's Number 200101230038 and the Survey Map and Plans thereof recorded under Auditor's Number 200101230037 records of Skagit Co.

Future Phase II-Lot B-9 Maddox Creek P.U.D., Phase 3, as recorded August 14, 2000, under Skagit County Auditor's File No. 200008140137, records of Skagit County, Washington.

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S): Lot 810: 4756-002-010-0000

Lot B-11: 4756-002-011-0000

Lot B-9: 4756-002-009-0000

**REFERENCE NO. OF DOCUMENT
BEING MODIFIED:**

Declaration, Auditor's File #200101230038

**FOURTH AMENDMENT
DECLARATION OF MADDOX HIGHLANDS CONDOMINIUM I**

The Fourth Third Amendment to the Declaration, pursuant to the provisions of the Washington Condominium Act and the Declaration of Maddox Highlands Condominium I Association is made and executed this 29th day of June 2017, by Maddox Highlands Condominium I Association, a Washington Nonprofit Corporation (Association). The purpose of this Fourth Amendment to the Declaration is to further limit the leasing and rental of units within the Condominium development.

Now, therefore, the Association does hereby declare and provide as follows:

1. Article 10 of the Declaration, entitled "Use of Property," subparagraph "7.5, is hereby re-designated as 10.1
2. Article 10 of the Declaration, entitled "Use of Property," paragraph 10.1 (h) is hereby eliminated in its entirety and in its place, the following shall be and is hereby adopted:

(h) Leasing and Rental of Units

1. **"Governing Documents"** means the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

2. **"Occupant"** means anyone who occupies an condominium unit as a permanent residence or who stays overnight in any condominium unit more than fourteen (14) days in any calendar month or more than sixty (60) days per calendar year.

3. **"Related Party"** means a person who has been certified in a written document filed by a condominium unit owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the owner or the lineal descendant or ancestor of any of the foregoing persons, the office, director or employee of any owner which is a corporation, the trustee or beneficiary of any owner which is a trust, or the partner or employee of any owner which is a partnership.

4. **"Tenant"** means and includes a tenant, lessee, renter or other non-owner Occupant of a condominium unit that is not occupied by its owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

5. **Rental Defined and Regulated.** The rental of a condominium unit shall be governed by the provisions of the Declaration, including without limitation this Section. As used in the Declaration, the terms "to rent," "renting," or "rental" shall refer to and include the leasing or renting of a condominium unit by its owner, and to the occupancy of a condominium unit solely by a person or persons other than its owner.

6. **Minimum Lease Term Required.** No condominium unit owner shall be permitted to Rent or Lease or permit to use less than the entire condominium unit; or to rent or otherwise permit his or her condominium unit to be used for hotel or transient purposes, for a period of less than six (6) months, without the written consent of the Board of Directors of the Association.

7. **Tenant Compliance.** A Tenant occupying a condominium unit shall agree, in writing, to be bound by the governing documents of the Association. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the governing documents against the Tenant as it would have against the owner. Notwithstanding the foregoing, the owner of a condominium unit shall still be responsible for all acts and/or omissions of the owner's Tenant; the Tenant and the owner shall have joint and several liability.

8. **Number of Rentals Allowed.** No condominium units in the Association shall be occupied by a non-owner at any time, unless a hardship exception, as set forth below, is granted by the Board of Directors. (More specifically, as to Maddox Highlands, there shall be no non-owner occupied unit out of the thirteen (13) units at any time).

9. **Hardship Exception.** The Board of Directors of the Association may grant, in its sole and absolute discretion, a hardship exception which would allow one (1) unit to be occupied by a non-owner; provided, however, that such hardship exception shall require that the tenancy not exceed six (6) months with a possibility of an extension of a period of not more than six (6) months if allowed by the Board of the Association, in writing.

10. **Governing Documents to be Provided to Tenants.** Each condominium unit owner who rents or leases a unit in the condominium to a

Tenant or allows the occupancy of a condominium unit by a Related Party shall provide that Tenant or Related Party with a printed or electronic copy of the governing documents. If the condominium unit owner fails to provide evidence to the Association that it has done so, the Association may furnish a copy of these documents to the Tenant or Related Party and charge the owner an amount to be determined by the Board for each document provided.

11. Fine for violating this amendment. If a condominium unit owner rents their unit in violation of this amendment, the condominium unit owner will be fined \$1,000 per month for each month the unit is rented. A unit will be considered rented for a month if it is rented for one or more days in a month.

This Amendment is hereby adopted and approved this 29~~th~~ day of June, 2017.

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to the Declaration to be executed this 29~~th~~ day of June, 2017.

MADDOX HIGHLANDS CONDOMINIUM 1 ASSOCIATION

By:

Brad Solomon
Brad Solomon, President

Janet VanderVegt
Janet VanderVegt, Treasurer

Patti Allen
Patti Allen, Secretary

STATE OF WASHINGTON)

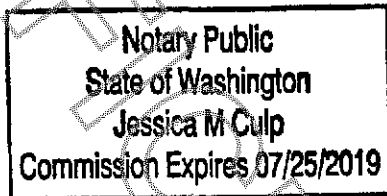
:SS

COUNTY OF SKAGIT)

This is to certify that on the 29 day of June, 2017, before me, the undersigned Notary Public, **BRAD SOLOMON**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged

that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my official seal the day and year first above written.



Jessie M. Culp
Notary Public in and for the State of Washington, residing at
Skagit Co. Exp. 7-25-15
and as a witness.

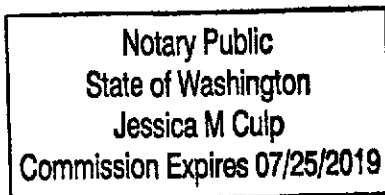
STATE OF WASHINGTON)

:SS

COUNTY OF SKAGIT)

This is to certify that on the 29 day of June, 2017, before me, the undersigned Notary Public, **Janet VanderVegt**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my official seal the day and year first above written.



Jessie M. Culp
Notary Public in and for the State of Washington, residing at
Skagit Co. Exp. 7-25-19
and as a witness.

STATE OF WASHINGTON)

: SS

COUNTY OF SKAGIT)

This is to certify that on the 29 day of June, 2017, before me,
the undersigned Notary Public, **Patti Allen**, to me known to be the individual described in
and who executed the within and foregoing instrument, and acknowledged that he signed
the same as his free and voluntary act and deed, for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my official seal
the day and year first above written.

Notary Public
State of Washington
Jessica M Culp
Commission Expires 07/25/2019

Jessica M Culp
Notary Public in and for the State of Washington, residing at

Skagit Co. Exp. 7/25/19
and as a witness.