

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Mallard View Condominium Association
1410 Mallard View Drive, Unit #2
Mount Vernon, WA 98274

**AMENDMENTS TO BYLAWS OF MALLARD VIEW CONDOMINIUM
ASSOCIATION**

Reference Documents: 199812090059 – Plat – Phase I
199812090060 – Declaration of Mallard View Condominium

199903170098 - Plat – Phase II
199903170099 – Supplemental Declaration of Mallard View
Condominium Phase II

200008300093 – Condominium Plat-Phase III
200008300094 – Second Supplemental Declaration of Mallard
View Condominium

200707270127 – Amendment to Declaration of Mallard View
Condominium

Grantor (s): MALLARD VIEW CONDOMINIUM ASSOCIATION,
a Washington non-profit corporation

Grantee (s): THE PUBLIC

Abbreviated Legal: Lot 86, Maddox Creek P.U.D., Phase I, Volume 16 of Plats, pgs
121 to 130; ptn Lot 75, Plat of Maddox Creek P.U.D. Phase I

Lot 86, Maddox Creek P.U.D., Phase I, Volume 16 of Plats, pgs
121 to 130; ptn Lot 75 Plat of Maddox Creek P.U.D. Phase I,
except ptn within Mallard View Condominium, Phase I

according to the Declaration recorded under AF No.
9812090060

Lot 86, Maddox Creek P.U.D. Phase I, Volume 16 of Plats, pgs
121 to 130; ptn Lot 75, Plat of Maddox Creek P.U.D Phase I,
except ptn within Mallard View Condominium, Phase I as
recorded under AF #9812090059 and Declaration under AF#
9812090060, and Mallard View Condominium, Phase II
recorded under AF #9903170098 and Supplemental Declaration
under AF #9903170099

Additional Legals on page(s): See attached Exhibit "A"

Assessor's Tax Parcel Nos.: P114184; P114185; P114186; P114187; P114188;
P114383; P114384; P114385; P114386; P114387;
P114388; P114389; P114390; P114391; P114392;
P117182; P117183

The Mallard View Condominium Association, a Washington non-profit corporation, hereby amends its Bylaws as follows:

Anything to the contrary contained in the provisions of the Bylaws or any addendum, amendment or exhibit attached thereto notwithstanding the provisions of these amendments shall be controlling and shall supersede any provisions or addendums, amendments or exhibits in the event of any conflict, interpretation or inconsistency.

The amendments contained in this document were the subject of a properly noted meeting held by the Mallard View Condominium Association on February 27, 2018. These amendments were put to a vote of the Mallard View Condominium Association Unit Owners consisting of a quorum. These amendments passed by a vote of the Mallard View Condominium Association Unit Owners, with more than sixty seven percent (67%) of the eligible voting rights of all units cast in favor of the amendments. The meeting, vote and passage of the amendments were all conducted in compliance with the Articles of Incorporation, Bylaws, the Declaration and applicable law.

Now therefore, the Mallard View Condominium Association hereby amends its bylaws to add the following amendments:

Section 7.5(h) "Leasing and rental of Units" shall be deleted in its entirety and the following

substituted in its place:

7.5(h) Leasing and Rental of Units

No Unit may be leased or rented (commonly referred to herein as "leased") without the prior, written consent of the Board of Directors of the Association (the "Board").

A unit shall be deemed leased if one or more persons other than the Unit Owner reside in the unit for a collective total of more than 14 days in any 12 month period. The Unit Owners acknowledge the difficulty of proving whether a person is residing in a unit and therefore the Board shall have the authority to determine whether a person is residing in a unit. The Board may notify the Unit Owner of the Board's determination that a person is residing in the unit. The Unit Owner receiving such notice shall have the burden of providing proof to the Board that the person is not residing in the unit within five days of such notice. The Board shall have the right, in its sole and absolute discretion, to determine whether any such offered proof is sufficient.

Consent of the Board shall be valid only for the tenant proposed by a Unit Owner. In the event that the Unit Owner wishes to lease to a different tenant or in the event that the tenant vacates the unit or the tenant's lease is terminated for any reason, the Board's consent to the lease of that Unit Owner's unit will automatically terminate. The Board may withdraw consent for a lease at any time, without cause, upon 60 days' notice to the Unit Owner.

All leases must be for a month to month term. This provision is intended to prohibit daily or weekly rentals and to prohibit leases with terms longer than one month.

In the event that the Board receives requests to consent to a lease from more than one Unit Owner before the Board has the ability to meet and approve or reject the first request, then the Board may review the requests and randomly select for approval one of the requests that meets the criteria of this Section 7.5(h). Random selection shall be conducted by drawing names out of a hat.

In no event shall the Board allow more than two Units to be leased at any time. However, the Board may provide exceptions to the two Unit maximum if a Unit Owner requests the Board to consent to the lease of the Unit Owner's unit to the immediate family of the Unit Owner. If the Board consents to the lease of a Unit Owner's unit to the immediate family of the Unit Owner, then the lease shall not count towards the two Unit maximum described above. "Immediate family" shall be defined as parents, children or siblings of the Unit Owner. The Unit Owner requesting such consent and exception shall have the burden of providing proof to the Board that the proposed tenant

is the immediate family of the Unit Owner. The Board shall have the right, in its sole and absolute discretion, to determine whether any such offered proof is sufficient.

A Unit Owner may also request that the Board allow a temporary exception to the two Unit maximum described above, on the basis of hardship. The Board may review hardship exception requests on a case by case basis. A hardship may include, but shall not be limited to, a Unit Owner's employment being transferred to a new location; a Unit Owner being unable to sell her Unit, or a Unit Owner moving from their Unit in order to care for a sick member of their immediate family. The Unit Owner requesting the hardship exception shall have the burden of providing proof to the Board that a hardship exists. The Board shall have the right, in its sole and absolute discretion, to determine whether any such offered proof is sufficient and to determine the length and conditions of any exception granted by the Board.

A Unit Owner must provide the Board with the name(s), phone number(s) and mailing address(es) for each tenant and a copy of the lease agreement. The Unit Owner must provide the Board with updates to the information identified in the previous sentence in the event of any changes.

A Unit Owner's lease agreement must include the following language:

This agreement is subject to that certain Declaration of Mallard View Condominium dated December 8, 1998 and recorded December 9, 1998, under Skagit County Auditor's File No. 9812090060, records of Skagit County, Washington, which Declaration was amended by a Supplemental Declaration of Mallard View Condominium, Phase II, dated March 3, 1999 and recorded March 17, 1999, under Skagit County Auditor's File No. 9903170099, records of Skagit County, Washington, and by a Second Supplemental Declaration dated August 29, 2000 and recorded August 30, 2000, under Skagit County Auditor's File No. 200008300094, records of Skagit County, Washington, and by an Amendment to Declaration of Mallard View Condominium dated July 24, 2007 and recorded July 27, 2000, under Skagit County Auditor's File No. 200707270127, records of Skagit County, Washington, and by the Bylaws, Rules and Regulations and other policies of the Mallard View Condominium Association and all amendments and modifications to such documents. Tenant agrees to comply with all such documents. Any breach of any obligation by tenant of any provision of such documents shall constitute a breach of this lease/rental agreement/agreement and be grounds for

immediate termination.

The Board may establish fees to be paid by Unit Owners who lease out their units. Until amended by the Board in the future, the initial fees shall be \$100 per month to be paid by each Unit Owner who leases the Unit Owner's unit to a person that is not immediate family, with the prior written consent of the Board, and \$200 per month to be paid by each Unit Owner who leases the Unit Owner's unit without the prior, written permission of the Board. Until amended by the Board in the future, no rental fee shall be paid by a Unit Owner who leases the Unit Owner's unit to immediate family with the prior, written consent of the Board. The Board may also require a Unit Owner who leases the Unit Owner's unit to deposit funds with the Association prior to commencement of the lease, to cover any amounts that may come due to the Association and to cover any Unit Owner or tenant obligation to the Association that may come due during the lease, including but not limited to attorneys fees and costs that may be incurred by the Association in enforcing any of the Association's governing documents, rules, policies or regulations.

Signatures follow:

MALLARD VIEW CONDOMINIUM ASSOCIATION

Paula Holmes, Chairman
Its: President

Megan Seery
Its: Secretary

I certify that I know or have satisfactory evidence that Paula Holmes is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the PRESIDENT of the MALLARD VIEW CONDOMINIUM ASSOCIATION, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

A circular notary seal for Virginia S. Voigt, a Notary Public in the State of Washington. The seal features the text "VIRGINIA S. VOIGT" at the top, "COMMISSION EXPIRES" in a curved banner, "NOTARY" in the center, "PUBLIC" below it, and "STATE OF WASHINGTON" at the bottom. The expiration date "06-01-2021" is printed at the bottom. A small arrow points to the word "NOTARY".

Print Name of Notary _____
My appointment expires: 6/1/21

I certify that I know or have satisfactory evidence that Megan Strong is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the SECRETARY of the MALLARD VIEW CONDOMINIUM ASSOCIATION, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

A circular notary seal for Virginia S. Voigt, a Notary Public in the State of Washington. The seal features her name "VIRGINIA S. VOIGT" at the top, "COMMISSION EXPIRES" in a curved banner, "NOTARY" in the center, a small notary symbol, "PUBLIC" below the symbol, and "06-01-2021" at the bottom. The outer ring of the seal reads "STATE OF WASHINGTON".

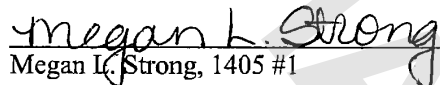
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/21

MALLARD VIEW CONDOMINIUM ASSOCIATION MEETING VOTING IN FAVOR
OF THE AMENDMENT TO BYLAWS OF MALLARD VIEW CONDOMINIUM
ASSOCIATION PRESENTED AT FEBRUARY 27, 2018 MEETING

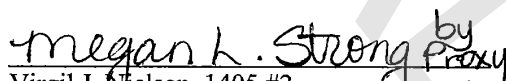
Ronald D. McHenry, II, 1400 #1

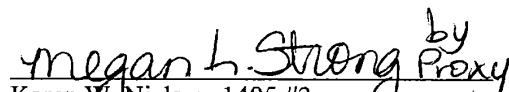
Jewel F. Monroe, 1410 #3


Leland E. Schnell, 1400 #2

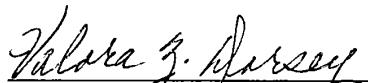

Megan L. Strong, 1405 #1


Constance M. Gacke, 1410 #5

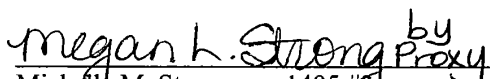

Virgil J. Nielsen, 1405 #2


Karen W. Nielsen, 1405 #2

The Karen A. Richardson Revocable Living
Trust dated 4/27/2004


Valora Z. Dorsey, 1415 #1

By 
Karen A. Richardson, Trustee, 1405 #4


Michelle M. Stevenson, 1405 #3


Thomas B. Osgood, 1415 #3

Paul J. Goebel, 1410 #4

Kathryn A. Moody, 1415 #3

Eileen Blea Trust dated 3/2/2010

By
Eileen Blea, Trustee, 1415 #2

Caren Gallanger
Caren L. Gallanger, 1415 #5

Paul J. Davis
Paul J. Davis, 1410 #1

Debora M. Davis
Debora M. Davis, 1410 #1

Krista L. Skonard
Krista L. Skonard, 1415, #4
KLS

Don R. Summers
Don R. Summers, 1405 #5

Paula A. Holmes
Paula A. Holmes, 1410 #2

Exhibit "A"
Legal Descriptions

PHASE I:

P114184; P114185; P114186; P114187; P114188 (Units #1, #2, #3, #4, and #5, Building #1):

Lot 86, MADDOX CREEK P.U.D. PHASE I, according to the plat thereof recorded in Volume 16 of Plats, pages 121 to 130, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 75, PLAT OF MADDOX CREEK P.U.D. PHASE I described as follows:

Beginning at the most Northwesterly corner of said Lot 75;

Thence South 62°07'54" East a distance of 25.20 feet along the Northerly line of said Lot 75 to a contiguous corner with Tract 86, said plat;

Thence South 75°14'10" West a distance of 30.69 feet, more or less, to a point on the Westerly line of Lot 75;

Thence North 20°41'15" East a distance of 20.95 feet along said Westery line to the point of beginning.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases and other instruments of record.

Situated in Skagit County, Washington.

PHASE II:

P114383; P114384; P114385; P114386; P114387 (Units #1, #2, #3, #4, and #5, Building #2);

P114388; P114389; P114390; P114391; P114392 (Units #1, #2, #3, #4, and #5, Building #3):

Lot 86, MADDOX CREEK P.U.D. PHASE I, according to the plat thereof recorded in Volume 16 of Plats, pages 121 to 130, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 75, PLAT OF MADDOX CREEK P.U.D. PHASE I described as follows:

Beginning at the most Northwesterly corner of said Lot 75;

Thence South 62°07'54" East a distance of 25.20 feet along the Northerly line of said Lot 75 to a contiguous corner with Tract 86, said plat;

Thence South 75°14'10" West a distance of 30.69 feet, more or less, to a point on the Westerly line of Lot 75;

Thence North 20°41'15" East a distance of 20.95 feet along said Westery line to the point of beginning.

EXHIBIT "A"

EXCEPT therefrom any portion within Mallard View Condominium according to the Declaration thereof recorded under Auditor's File No. 9812090060, records of Skagit County, Washington and the Survey Map and Plans thereof in Volume 17 of Plats, pages 34 through 37, records of Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases and other instruments of record.

Situated in Skagit County, Washington.

PHASE III:

P117182; P117183 (Units #1 and #2, Building #4):

Lot 86, MADDOX CREEK P.U.D. PHASE I, according to the plat thereof recorded in Volume 16 of Plats, pages 121 to 130, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 75, PLAT OF MADDOX CREEK P.U.D. PHASE I described as follows:

Beginning at the most Northwesterly corner of said Lot 75;

Thence South $62^{\circ}07'54''$ East a distance of 25.20 feet along the Northerly line of said Lot 75 to a contiguous corner with Tract 86, said plat;

Thence South $75^{\circ}14'10''$ West a distance of 30.69 feet, more or less, to a point on the Westerly line of Lot 75;

Thence North $20^{\circ}41'15''$ East a distance of 20.95 feet along said Westery line to the point of beginning.

EXCEPT those portions within Mallard View Condominium, Phase I as recorded under Auditor's File No. 9812090059, Declaration under Auditor's File No. 9812090060 and Mallard View Condominium, Phase II as recorded under Auditor's File No. 9903170098, Supplemental Declaration under Auditor's File No. 9903170099, records of Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases and other instruments of record.

Situated in Skagit County, Washington.

EXHIBIT "A"