

AFTER RECORDING RETURN TO:

Leahy Fjelstad Peryea  
901 Fifth Avenue, Suite 820  
Seattle, WA 98164

Document Title(s):	Judgment
Grantors:	Lindsay, Adam Roy and Lindsay, Kristie Ann
Grantee:	Skagit Highlands Homeowners Association
Legal Description (abbr.):	Lot 14, Plat of Skagit Highlands Div. IV
Assessor's Tax Parcel ID #:	P124926
Reference Nos. of Documents:	

The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

---

Signature of Requesting Party  
(Required for non-standard recordings only)

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2020 JUL 10 PM 2:05

1 I, MELISSA BEATON, Clerk of the Superior Court of  
the State of Washington, for Skagit County, do  
2 hereby certify that this is a true copy of the original  
now on file in my office. Dated 7/10/2020



MELISSA BEATON, County Clerk

By: [Signature]  
Deputy Clerk

6 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
7 FOR THE COUNTY OF SKAGIT

8 SKAGIT HIGHLANDS HOMEOWNERS  
ASSOCIATION, a Washington State nonprofit  
9 corporation,

10 Plaintiff,

11 vs.

12 ADAM ROY LINSDAY and KRISTIE ANN LINSDAY,  
a Washington Marital Community,

13 Defendants.

NO. 20-2-00486-29

JUDGMENT  
(DEFAULT)

(Clerk's Action Required)

14 JUDGMENT SUMMARY

Judgment Creditor:	SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION
Attorney for Judgment Creditor:	Bennett A. Taylor, WSBA #41336 Leahy Fjelstad Peryea
Judgment Debtor(s)	ADAM ROY LINSDAY and KRISTIE ANN LINSDAY
Tax Parcel No. of Property:	P124926 (prop. desc. on p. 2 of judgment)
Principal Judgment Amount:	<b>\$1,685.00</b>
Interest on Amount Certain:	<b>\$91.13</b>
Attorney's Fees:	<b>\$2,363.00</b>
Taxable Costs:	<b>\$488.01</b>
Interest on Judgment	<b>(9% per annum)</b>
<b>TOTAL JUDGMENT:</b>	<b>\$4,627.14</b>

22 JUDGMENT (DEFAULT) - 1 of 6

**ORIGINAL**

Leahy Fjelstad Peryea  
901 Fifth Avenue, Suite 820  
Seattle, WA 98164  
(206) 403-1933

**JUDGMENT**

This matter came on for consideration without oral argument before the undersigned judicial officer of Skagit County Superior Court on the Plaintiff's Motion for Entry of Judgment. Plaintiff appeared through attorney of record, Bennett A. Taylor. The Court, having reviewed the file and records herein, having read and considered the Declaration of Counsel in support of the motion, and deeming itself fully advised, now makes the following findings and conclusions:

**FINDINGS**

1. Defendants are in default.
2. There was an express covenant given for the Defendants' payment of assessments to the Plaintiff, secured by a homeowners' association lien on the real property described below (Subject Real Property).
3. The Defendants have breached this covenant.
4. The Subject Real Property is described as follows:  
  
LOT 14 "PLAT OF SKAGIT HIGHLANDS DIVISION IV," A PLANNED UNIT DEVELOPMENT, APPROVED AUGUST 21, 2006 AND RECORDED ON AUGUST 23, 2006 UNDER AUDITOR'S FILE NUMBER 200608230062, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.
5. The Subject Real Property is commonly known as: 4627 Nooksack Loop Mount Vernon, WA 98273.
6. Plaintiff's monetary claim against the Defendants includes a claim for delinquent assessments, interest, late charges, and costs of collection, including attorney's fees.

1 7. The Plaintiff's lien against the Subject Real Property secures payment of delinquent  
2 assessments, interest, late charges, and costs of collection, including attorney's fees.

3 8. The lien may be enforced by suit, judgment, and foreclosure in the same manner as a  
4 mortgage.

5 9. The Plaintiff is not prosecuting any other action for the same monies owed or matter and  
6 is not seeking to obtain execution of any judgment in any other action.

7 10. The Plaintiff has expressly pleaded for a deficiency judgment in its Complaint.

8 11. The Plaintiff has provided the Defendants with notice that nonpayment of the  
9 Association's assessment may result in foreclosure of the Association's lien and that homestead  
10 protection under RCW 6.13 shall not apply. The Association served the Defendants with notice  
11 prior to the initiation of foreclosure.

12 12. Defendants are not in military service.

13 13. Defendants are neither infants nor incompetent persons.

14 14. Proof of Service as required by CR 55(b)(4) was filed with the Court on or about July 8,  
15 2020.

16 15. The amount of damages is in an amount certain as of July 8, 2020, including all unpaid  
17 assessments and costs of collection.

18 **CONCLUSIONS**

19 1. The Court has jurisdiction over the parties and subject matter of this lawsuit.

20 2. The Defendants are in breach of the Covenant to Pay Association assessments, and are in  
21 default.

22 **JUDGMENT (DEFAULT)** - 3 of 6

**Leahy Fjelstad Peryea**  
901 Fifth Avenue, Suite 820  
Seattle, WA 98164  
(206) 403-1933

1 3. The Plaintiff is entitled to judgment against the Defendants as a result of the Defendants  
2 breach of Declaration obligations, including all assessments due but not paid, an acceleration of  
3 Assessments and charges expected to come due through the end of 2020, and all costs of  
4 collection, including attorney's fees.

5 4. The lien amount as of the judgment date is **\$4,627.14**. The lien amount includes unpaid  
6 assessments, interest, late charges, and costs of collection, including attorney's fees.

7 5. The Association's lien is valid, the priority date is September 1, 2018, the lien is of a  
8 continuing nature and may increase until satisfied or foreclosed upon, and the lien is superior to  
9 all right, title, and interest of the Owners.

10 6. The lien may be foreclosed pursuant to RCW 61.12.

11 7. The Plaintiff is entitled to the appointment of a receiver to collect rent.

12 8. The Plaintiff is entitled to intercept rental payments the Defendants would otherwise be  
13 entitled to.

14 **ORDERED, ADJUDGED, and DECREED:**

15 1. That the Motion for Entry of Judgment be granted;

16 2. That judgment be entered against the defendants, and in favor of the plaintiff, in the  
17 amount of **\$4,627.14**.

18 3. That the judgment shall bear interest at **9%** per annum from the date on which judgment  
19 is entered.

1 4. That the Subject Real Property shall be sold as a whole by the Sheriff of Skagit County to  
2 satisfy the lien and costs of this action;

3 5. That the payment of the judgment amount, with interest and costs, at any time before  
4 sale, shall satisfy the judgment;

5 6. That at this time no minimum upset price to which the Premises must be bid or sold  
6 before confirmation of the sale shall be fixed;

7 7. Deficiency Judgment. That the Plaintiff may seek a deficiency judgment against the  
8 Defendants following judicial foreclosure for the balance due, including any costs which remain  
9 unsatisfied after application of the proceeds from the sale of the Premises, such judgment to be  
10 satisfied from any property of the debtor.

11 8. Redemption. That Defendants be permitted a redemption period of one year after the  
12 date of the sale.

13 9. That the commission of waste on the premises by Defendants or by others be prohibited  
14 and enjoined.

15 10. That the proceeds of the sale, if any, shall be applied first to the payment of the principal,  
16 debt, interest, and costs, and if the proceeds are more than sufficient to pay the amount due and  
17 costs, then any surplus shall be paid pursuant to RCW 6.12.

18 11. That the Plaintiff may record the judgment with the recording office of Skagit County and  
19 the recording office of any other County where the Defendants may have property interests.

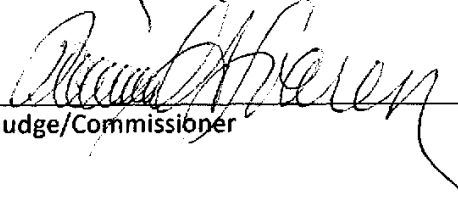
20  
21  
22 **JUDGMENT (DEFAULT)** - 5 of 6

**Leahy Fjelstad Peryea**  
901 Fifth Avenue, Suite 820  
Seattle, WA 98164  
(206) 403-1933

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

- 12. That the Plaintiff shall collect rent the Defendants would otherwise be entitled to.
- 13. That a receiver may be appointed to collect rent.

DONE IN OPEN COURT this 16 day of July, 2020.

  
\_\_\_\_\_  
Judge/Commissioner

Presented By:  
Leahy Fjelstad Peryea

By:   
\_\_\_\_\_  
Bennett A. Taylor, WSBA #41336  
Attorneys for Plaintiff  
901 Fifth Avenue, Suite 820  
Seattle, WA 98164  
(206) 403-1933 | f. (206) 858-6368  
bennett.taylor@leahyps.com