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06/14/2021 11:14 AM Pages: 1 of 12 Fees: \$164.50
Skagit County Auditor

Document Title: AMENDMENT TO BYLAWS OF
MALLARD VIEW CONDOMINIUM ASSOCIATION

Reference Number: 201811270023

Grantor(s): ☐ additional grantor names on page ____

1. MALLARD VIEW CONDOMINIUM ASSOCIATION

2.

Grantee(s): ☐ additional grantee names on page ____

1. PUBLIC

2.

Abbreviated legal description: ☐ full legal on page(s) ____

Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page ____

I, MARTIN RUSCH, am hereby requesting an emergency non-standard recording for an additional fee 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. Recording fee is \$103.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Martin Rusch Dated JUNE 14, 2021

FILED FOR RECORD AT THE

REQUEST OF/RETURN TO:

Mallard View Condominium Association

1410 Mallard View Drive,

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

Amendment to Bylaws

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201811270023 – 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 #
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 Legal (s): See attached Exhibit "A"

Assessor's Tax Parcels: 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 change to the amendment of 2018, as filed with the Skagit County Auditor, with number 201811270023, contained in this document, was the subject of a properly noted meeting held by the Mallard View Condominium Association on May 27, 2021. This change to the amendment was put to a vote of the of the Mallard View Condominium Association Unit Owners, consisting of a quorum. This change to the amendment was passed by a ballot vote of the Mallard View Condominium Unit Owners, with more than sixty seven percent (67%) of the eligible voting rights of all units in favor of the amendment change. The meeting, vote, and passage of the amendment change, were all conducted in compliance with the Articles of Incorporation, Bylaws, the Declaration, and applicable law.

Now there fore the Mallard View Condominium Association here by amends its bylaws to add the following amendment:

Section 7.5(h) "Leasing and rental of Units" shall be kept in its entirety, and certain exceptions will be added allowing for compliance to F.H.A., and V.A. lending regulations. This amendment shall read as follows:

Amendment to Bylaws

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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.

Exceptions:

1. Federal Housing Administration Financing: To the extent that any provision set forth in the condominium documents regarding leasing and/or a right of first refusal is inconsistent with the requirements of guaranteed or direct loan programs of the FHA Single Family Housing Policy Handbook or Handbook 4000.1 and 24 CFR 203.41, free assumability; exceptions, such provision shall not apply to any Unit that is:

(i) encumbered by FHA Financing

or;

(ii) owned by the Department of Housing and Urban Development.

2. Department of Veterans Affairs Financing: To the extent that any provision set forth in the condominium documents regarding leasing and/or right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing), such provision shall not apply to any Unit that is:

(i) encumbered by DVA Financing

or;

(ii) owned by the Secretary of Veterans Affairs, an Officer of the United States.

Signatures follow:

MALLARD VIEW CONDOMINIUM ASSOCIATION

Mart' Busch

Its: President

Caren Gallang

Its: Secretary

Amendment to Bylaws

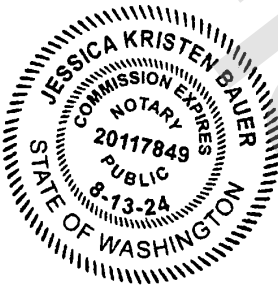
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State of Washington)

) ss

County of Skagit)

I certify that I know or have satisfactory evidence that Martin Busch 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 MALLARD VIEW CONDOMINIUM ASSOCIATION, a Washington State non-profit corporation, to be a free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated: 6/12, 2021

(Signature)

NOTARY PUBLIC

Jessica Kristen Bauer

(Printed Name of Notary)

My appointment expires: 08/13/2024

State of Washington)

) ss

County of Skagit)

I certify that I know or have satisfactory evidence that Caren Hallanger is the person who appeared before me, and said person acknowledged the 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 State non-profit corporation, to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/12, 2021

(Signature)

NOTARY PUBLIC

Jessica Kristen Bauer

(Printed Name of Notary)

My appointment expires: 08/13/2024

Amendment to Bylaws

MALLARD VIEW CONDOMINIUM ASSOCIATION VOTING IN FAVOR OF THE CHANGE TO THE AMENDMENT (OF 2018) TO THE BYLAWS OF MALLARD VIEW CONDOMINIUM ASSOCIATION, PRESENTED AT THE MEETING OF MAY 27, 2021:

Rosalie LaRocque 6/8/21
Rosalie LaRocque 1400 #1

Leland E. Schnell
Leland Schnell 1400 #2

Virgil Nielsen
Virgil Nielsen 1405 #2

Jim Harvey
Jim Harvey 1405 #4

Don Summers
Don Summers 1405 #5

Paula Holmes
Paula Holmes 1410 #2

Karine Anderson
Karine Anderson 1410 #3

Margaret Stapleton 6/10/2021
Margaret Stapleton 1410 #4

Mart. Rusch 6/8/2021
Martin Rusch 1410 #5

Valora Dorsey
Valora Dorsey 1415 #1

Richard Carter
Richard Carter 1415 #2

Caren Gallanger 6/8/2021
Caren Gallanger 1415 #3

Maureen Wilbur
Maureen Wilbur 1415 #4

Judith A. Strand
Judith A. Strand 1415 #5

Amendment to Bylaws

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 $62^{\circ}07'54''$ 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.

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 $62^{\circ}07'54''$ 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.

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°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.

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"