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Bellingham, WA 98225
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DOCUMENT TITLE(S):

CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF THE RIDGE
CONDOMINIUM AMENDING SECTION 10

REFERENCE NUMBER(S):

9607170029

GRANTOR(S)/DECLARANT(S):

THE RIDGE CONDOMINIUM, A WASHINGTON NON-PROFIT CORPORATION

GRANTEE(S)/DECLARANT(S):

THE RIDGE CONDOMINIUM, A WASHINGTON NON-PROFIT CORPORATION

ABBREVIATED LEGAL DESCRIPTION:

PTN WEST HALF OF S25, T35N, R1E

FULL LEGAL ON PAGES 6 – 8 OF DOCUMENT

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

N/A

WHEN RECORDED RETURN TO:

The Ridge Condominium
Attn: John Gifford
PO Box 1322
Anacortes, WA 98221

GRANTORS/DECLARANTS:	The Ridge Condominium, a Washington non-profit corporation
GRANTEES/DECLARANTS:	The Ridge Condominium, a Washington non-profit corporation
LEGAL DESCR.:	PTN WEST HALF OF S25, T35N, R1E
PARCEL NOS.:	N/A
REFERENCE NOS.:	9607170029

CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF THE RIDGE CONDOMINIUM
Amending Section 10

THIS CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF THE RIDGE CONDOMINIUM
("Certificate") is made this 29th day of November, 2021 by The Ridge Condominium, a
Washington non-profit corporation ("The Ridge").

RECITALS

1. The Ridge Condominium Association (the "Association") conducted an action without a meeting pursuant to Article 2.13 of the Bylaws and RCW 64.34.340(6) on October 22, 2021.
2. Per Article 2.10 of the Bylaws, a quorum is established if the number of ballots cast within the time frame specified above (as may be extended by RCW 64.34.340(6)(g)) equals or exceeds Owners holding fifty percent (50%) of the voting rights in the Association.
3. Per RCW 64.34.264 and Article 16 of the Declaration, a measure to amend the Declaration passes if ninety percent (90%) of the owners of units to which votes are allocated in the Association plus 67% of the Eligible Mortgagees vote in favor plus Measure 1 must pass.
4. A quorum was present, and the measure set forth below was duly adopted by the membership of the Association.

AMENDMENT

1. Article 10 of the Declaration was amended as follows (added language shown in underlining and deleted language shown in strikethrough):

~~Article 10 Use of Property. Each Unit is to be used for residential purposes. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each Unit Owner shall be bound by each of such documents.~~

10.1 Residential Purposes. Each Unit is to be used for residential purposes, subject to the rental restrictions set forth in Section 10.2, below.

10.2 Lease Restrictions. Units shall only be leased with prior written approval of the Board of Directors, which approval shall only be granted subject to all restrictions set forth in this Section 10.2. For purposes of this Section 10.2, the term "lease" or any of its variations (i.e., leasing, leased, leases, etc.) includes any and all agreements, contracts, assignments, subleases, rentals, rights, interests, or options (whether written or oral) which allows any person or persons other than the Owner and their immediate family members to use, occupy, stay in, or otherwise reside in, for any period of time, a Unit in exchange for monetary or other valuable consideration.

10.2.1 Number of Units Which May Be Leased. Except as otherwise permitted below, no more than Four (4) of the Twenty-Four (24) Units in the Condominium shall be leased at any given time. In the event additional Units are added to the Condominium after the effective date of this First Amendment, then in no case shall more than 16.67% of the Units be leased at any given time.

10.2.2 Grandfathered Leasing Units. If any Owners are currently leasing their Units as of the date this First Amendment is recorded, then all such Owners shall be permitted to continue leasing those Units without prior written Board approval or other restriction set forth in this First Amendment. This "grandfathered" right to lease such Units expires when (i) the Owner moves back in and resides in the Unit for any period of time; or (ii) the Owner transfers ownership of the Unit to any other person(s), whether by sale, gift, inheritance, foreclosure, or any other manner, at which time all of the restrictions set forth in this First Amendment shall apply to those formerly "grandfathered" Units.

10.2.3 Circumstances Justifying Temporary Increase in Number of Leased Units. The Board has discretion to grant a temporary increase in the number of Units which can be leased at any given time for the following reasons:

i) When the lease is to the Unit Owner's family member where the family member is relocating for work, education, or other personal reason;

ii) When the Unit Owner (i) dies, (ii) is hospitalized for an extended period of time, or (iii) otherwise moves to a nursing home, convalescent home, a family member's home, or other similar facility due to illness or infirmity; however, in no case shall any Unit allowed to be leased pursuant to this Section 10.2.3(ii) be leased for more than two (2) years in total; or

iii) Any other similar extraordinary circumstances which the Board determines is reasonable, but subject to any other reasonable conditions imposed by the Board including, but not limited to, a limitation on the amount of time the Unit may be leased.

10.2.4 Minimum Lease Length and Terms. All leases shall be for at least one (1) year in length. Nightly, vacation, or other short-term leases are not permitted. All leases shall be in writing and shall require the tenant(s) to comply with all Association governing documents including, but not limited to, the Declaration, Bylaws, and any duly adopted rules and regulations.

10.2.5 Termination of Leasing Authority. An Owner's authorization to lease a Unit automatically terminates if either of the following events occur:

i) The Owner moves back in and resides in the Unit for any period of time; or

ii) The Owner transfers ownership of the Unit to any other person(s), whether by sale, gift, inheritance, foreclosure, or any other manner. Without limiting the generality of the foregoing, in no case can an Owner sell or transfer their Unit with the right to lease that Unit.

10.2.6 Applying for Permission to Lease. Any Owner desiring to lease their Unit must apply to the Board in writing, providing any information reasonably requested by the Board. The Board shall inform the Owner within thirty (30) days whether such request is approved or denied. All applications will be processed on a "first come, first served" basis. If an application is rejected because the maximum number of Units are already being leased, the Owner can request to be placed on a waiting

list. In no case will any Owner be allowed to lease more than one (1) Unit at a time, regardless of how many Units are owned by such Owner.

10.2.7 Selling Owner Responsible for Compliance with Leasing Restrictions. Each Owner shall be responsible for informing any purchaser of their Unit that these leasing restrictions exist, and may be liable to the Association for any damages, costs, and or expenses (including, but not limited to, attorneys' fees and costs) incurred by the Association as a result of their failure to so inform a buyer.

10.3 Further Use Limitations. Additional limitations on use of the Units are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each Unit Owner shall be bound by those documents.

DATED this 29 day of November, 2021.

THE RIDGE CONDOMINIUM,
a Washington non-profit corporation


By: Ida Jean Rogers

Its: Chair


By: Janet S. Gifford

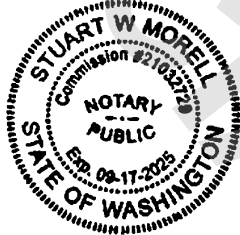
Its: Secretary

IN WITNESS WHEREOF, a duly authorized officer of The Ridge has executed this Certificate and certifies that the foregoing is true and correct.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that IDA JEAN ROGERS 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 that she acknowledged it as the Chair of the THE RIDGE CONDOMINIUM, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/29/2021



Stuart W. Morell
NOTARY PUBLIC, in and for the State of
Washington, residing at: 1415 commercial
Ave, Anacortes WA 98221
Printed Name: Stuart W Morell
My commission expires: 09/17/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JANET S. GIFFORD 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 that she acknowledged it as the Secretary of the THE RIDGE CONDOMINIUM, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/29/2021



Stuart W. Morell
NOTARY PUBLIC, in and for the State of
Washington, residing at: 1415 commercial
Ave, Anacortes, WA 98221
Printed Name: Stuart W Morell
My commission expires: 09/17/2025

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:
PHASE 1

BEGINNING AT THE SOUTHWEST CORNER OF THE WEST 880 FEET OF THE NORTH 495 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN;

THENCE NORTH 89° 44' 10" EAST FOR 127.0 FEET; THENCE NORTH 2° 57' 19" EAST FOR 313.87 FEET; THENCE SOUTH 89° 44' 10" WEST FOR 145.1 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 0° 21' 2" ALONG THE WEST LINE THEREOF FOR 313.38 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION, IF ANY, LYING WITHIN THE TRACT OF LAND CONVEYED TO PAT DOUGLAS MOONEY AND BETTY, A. MOONEY, HUSBAND AND WIFE, IN DEED RECORDED JULY 19, 1967, UNDER AUDITOR'S FILE NO. 702164, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:
PHASE 2

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 0° 16' 24" WEST ALONG THE WEST LINE THEREOF FOR 97.40 FEET; THENCE EAST FOR 158.94 FEET; THENCE SOUTH FOR 40.77 FEET; THENCE SOUTH 2° 57' 19" WEST FOR 237.9 FEET; THENCE SOUTH 89° 44' 10" WEST FOR 145.1 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 0° 21' 2" WEST ALONG THE WEST LINE THERE OF FOR 181.62 FEET TO POINT OF BEGINNING.

PARCEL C:
APPURTENANT EASEMENTS FOR THE BENEFIT OF ALL PHASES.

EASEMENT FOR ACCESS AND UTILITY PURPOSES OVER ALL THOSE PORTIONS OF BLOCK 36 AND VACATED ALLEY THEREIN, "KELLOGG AND FORD'S ADDITION TO ANACORTES," ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 41, AND THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING WITHIN A STRIP OF LAND 44.0 FEET WIDE, BEING 22.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 36; THENCE NORTH 0° 16' 24" WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 153.88 FEET TO THE SOUTHEAST CORNER OF A 50.00 FOOT WIDE STREET RIGHT-OF-WAY AS RECORDED UNDER AUDITOR'S FILE NUMBER 9510100106, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 89° 52' 32" WEST ALONG THE SOUTH THEREOF A DISTANCE OF 13.44 FEET TO THE BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 54° 13' 01" WEST A DISTANCE OF 66.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 15' 39" FOR AN ARC DISTANCE OF 29.32 FEET; THENCE SOUTH 10° 31' 20" EAST A DISTANCE OF 89.26 FEET; THENCE NORTH 73° 29' 10" EAST A DISTANCE OF 60.26 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 21' 52" FOR AN ARC DISTANCE OF 62.75 FEET TO THE NORTH LINE OF PARCEL B AS DESCRIBED HERON AND THE TERMINUS OF SAID CENTERLINE, SAID POINT BEING 128.58 FEET EAST AND 40.00 FEET NORTH 0° 16' 24" WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 36. THE NORTHERLY AND EASTERLY MARGIN OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE NORTH LINE OF THE HEREIN DESCRIBED PARCEL B AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, THE WESTERLY AND SOUTHERLY MARGIN OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE SOUTH LINE OF SAID STREET RIGHT-OF-WAY AND THE WEST LINE OF SAID PARCEL B.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL A:
PHASE 3

THAT PORTION OF THE WEST 880.00 FEET OF THE NORTH 495.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF DIVISION 1, "HORIZON HEIGHTS ADDITION", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 90, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT ALL THAT PORTION, IF ANY, LYING WITHIN THE TRACT OF LAND CONVEYED TO PAT DOUGLAS MOONEY AND BETTY, A. MOONEY, HUSBAND AND WIFE, IN DEED RECORDED JULY 19, 1967, UNDER AUDITOR'S FILE NO. 702164, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:

ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 0° 16' 24" WEST ALONG THE WEST LINE THEREOF FOR 97.40 FEET; THENCE EAST FOR 158.94 FEET; THENCE SOUTH FOR 40.77 FEET; THENCE EAST FOR 124.84 FEET; THENCE SOUTH 55.32 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 89° 44' 10" WEST ALONG THE SOUTH LINE THEREOF FOR 283.32 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.