



202509220027

09/22/2025 11:36 AM Pages: 1 of 12 Fees: \$314.50
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**FOURTH AMENDMENT TO THE DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR MARINER'S RIDGE VILLAS, A
CONDOMINIUM**

GRANTOR: MARINER'S RIDGE VILLAS CONDOMINIUM OWNERS
ASSOCIATION

GRANTEE: MARINER'S RIDGE VILLAS CONDOMINIUM OWNERS
ASSOCIATION

LEGAL DESCRIPTION: MARINER'S RIDGE VILLAS CONDOMINIUM, ACCORDING
TO THE DECLARATION THEREOF RECORDED UNDER
SKAGIT COUNTY RECORDING NUMBER 200512070089;
AND THE SURVEY MAP AND PLANS RECORDED
UNDER SKAGIT COUNTY RECORDING NUMBER
200512070088.

ASSESSOR'S TAX PARCEL ID#: P123813 THROUGH P123831, INCLUSIVE

REFERENCE #: 200512070089

**FOURTH AMENDMENT TO THE DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR MARINER'S RIDGE
VILLAS, A CONDOMINIUM**

RECITALS

The Declaration and Covenants, Conditions, Restrictions and Reservations for Mariner's Ridge Villas, a Condominium, was recorded on December 7, 2005, in Skagit County, Washington under Recording No. 200512070089. The Survey Map and Plans were recorded on December 7, 2005, in Skagit County, Washington under Recording No. 200512070088.

The Declaration was previously amended under Skagit County Recording Nos. 200708240097, 200708240098, and 201804130084. Recording No. 201804130084 is a re-recording of the Declaration to include Exhibit C.

The Mariner's Ridge Villas Condominium Owners Association desires to amend the Declaration regarding insurance requirements and responsibility for damage or destruction and to adjust the number of Units that may be leased at any one time.

Declaration Section 21.1 states that consent of owners holding at least sixty-seven percent (67%) of the votes in the Association shall be required to amend the Declaration. Owners holding at least sixty-seven percent (67%) of the votes in the Mariner's Ridge Villas Condominium Owners Association have consented to the adoption of this amendment.

Pursuant to Section 21.7 of the Declaration, there are no Eligible Mortgagees to approve material amendments to the Declaration.

The President and Secretary of the Board of Directors for Mariner's Ridge Villas Condominium Owners Association certify that the procedures for amendment to the Declaration have been followed and acknowledge and attest, by their signatures below, the adoption of the following Amendment to the Declaration:

A. Section 11.14.1 (from the First Amendment done in 2007) is hereby deleted and replaced with the following new Section 11.14.1:

11.14.1 Number of Units Which May be Leased By Investor-Owners. After the recording of this document, and subject to the conditions and exceptions appearing below, the total number of Units in the Condominium which may be leased at any one time by Investor-Owners (i.e., persons who have never occupied their Unit or who have not occupied their Unit for a period in excess of one year and who derive rental income from such Unit) shall be four (4) Units. Such Units shall be known as "Rental Units." A Unit leased at the time this document was recorded is exempt from the limit on the total number of Rental Units. This exemption ceases when title is transferred to a new Owner.

B. Article 12 modified for the following Sections:

Section 12.5 is deleted and replaced with:

12.5 Limited Common Element. Limited Common Elements as initially installed by the Declarant shall be maintained as a Common Expense as provided in Section 11.6.

But any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element installed or modified by an Owner after the Declarant shall be assessed to and paid by the Unit Owner. This includes any modifications to plumbing, wiring, or any other Limited Common Element

Section 12.6 is deleted and replaced with:

12.6 Only Some Units Benefited.

Expenses benefiting fewer than all of the Units or their Unit Owners exclusively against the Units benefited. Examples of expenses that benefits only one Unit are costs to remediate water damage to a Unit, even if the common walls and ceiling are involved, and costs to maintain and repair plaster, lath, wallboard, etc. at the perimeter walls and ceiling of a Unit. If the Common Expense is for the maintenance, repair, or replacement of a Common Element other than a Limited Common Element, the expense may be assessed exclusively against them only if the declaration reasonably identifies the Common Expense.

Pursuant to the authority granted the Association under RCW 64.90.405(2)(j)(ii), a Unit Owner shall reimburse the Association for expenses incurred or amounts paid by the Association for any services requested by an Owner, including, but not limited to the following: (a) review of a request for approval by the Board of a prospective lease agreement for the rental of any Unit, (b) preparation of a Resale Certificate, and (c) review of a request for approval by the Board for any architectural, structural, or related alteration to the interior or exterior of any Unit or Unit Structure, (d) any work performed by the Association within or for a Unit that would be the Owner's responsibility under Section 11.4.

As provided in Section 11.14.12 of the Second Amendment to the Declaration, insurance costs specific to Rental Units shall be assessed against Rental Units.

Section 12.7 is deleted and replaced with:

12.7 Insurance Costs, Misconduct and Negligence.

12.7.1 Insurance Deductible and Uninsured Repair Costs. As provided in Article 13, in the event of a loss or damage that would be covered by the Association's Property insurance policy, but that is within the standard deductible under that policy (or for losses for which there is no coverage under the Association's policy), the Association may assess the amount of the loss up to the deductible against that Unit, even if a claim is not submitted. This subsection does not prevent a Unit Owner from asserting a claim against another person for the amount assessed if that other person would be liable for the damages under general legal principles, but such claim shall not relieve the Owner of their obligation to pay amounts within the deductible;

12.7.2 Misconduct. The Association may assess exclusively against a Unit Owner's Unit Common Expenses, including expenses relating to damage to or loss of property, caused by the:

(i) Willful misconduct or gross negligence of the Unit Owner or the Unit Owner's tenant, guest, invitee, or occupant;

(ii) Failure of the Unit Owner to comply with a maintenance standard prescribed by the Declaration or a Rule, if the standard contains a statement that an Owner may be liable for damage or loss caused by failure to comply with the standard; or

(iii) Negligence of the Unit Owner or the Unit Owner's tenant, guest, invitee, or occupant. Owners may be liable for damage or loss caused by negligence of that Unit Owner or the Unit Owner's tenant, guest, invitee, or occupant.

12.7.3 Ordinary Negligence. To the extent that any expense of the Association is caused by the negligence of any Unit Owner or that Unit Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Unit Owner's Unit after Notice and an Opportunity to be Heard, to the extent of the Association's deductible and any expense not covered under an insurance policy issued to the Association. Owners may be liable for damage or loss caused by the negligence of an owner, tenant, guest, invitee or occupant of the Unit.

Before the Association makes an Assessment under subsections 12.5, 12.6, or 12.7, the Association must give notice to the Unit Owner and provide an Opportunity for a Hearing. The Assessment is limited to the expense the Association incurred under these subsections (which may include management and attorney fees) less any insured proceeds received by the Association, whether the difference results from the application of a deductible or otherwise.

C. Article 13 is hereby deleted and replaced with the following new Article 13:

ARTICLE 13

Insurance

13.1 Association Insurance.

The Association shall maintain, to the extent reasonably available, insurance that complies with the requirements of FNMA and the secondary mortgage market, including:

(a) Property insurance on the condominium, which shall include equipment, improvements, and betterments in a Unit installed by the declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than the replacement cost of the Common Elements and the Units, exclusive of land, excavations, foundations, and other items normally excluded from property policies. At the discretion of the Board, the Association may obtain insurance for earthquake, flood and terrorism;

(b) Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but not less than two million dollars (\$2 million), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, Ownership, or maintenance of the Common Elements;

(c) Fidelity bonds naming the Members of the Board, the manager and such other Persons as may be designated by the Board in amount equal to at least the amount of all bank accounts, plus three (3) months estimated cash to be collected as Assessments each year;

(d) Directors and Officers liability insurance;

(e) Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable; and

(f) Such other insurance as the Board deems advisable.

13.2 Unavailability of Insurance. If the insurance described in subsection (1) of this section is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause Notice of that fact to be delivered to all Unit Owners and to each Eligible Mortgagee.

13.3 Insurance Required. Insurance policies carried pursuant to subsection (1) of this section shall provide that:

(a) Each Unit Owner is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

(b) The insurer waives its right to subrogation under the policy against any Unit Owner, member of the Owner's household, and lessee of the Owner; and

(c) No act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

13.4 Loss Adjustment through Association. Any loss covered by the Association's property insurance must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the condominium is terminated. Owners may not make a claim upon the Association's property insurance directly.

13.5 Certificate of Insurance. An insurer that has issued an insurance policy under this section shall issue certificates insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance.

13.6 Policy Requirements. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance policies shall be obtained from insurance carriers that are generally acceptable for similar projects,

licensed to do business in the state of Washington, and meet the specific requirements of FNMA, FHLMC, VA and HUD regarding the qualifications for insurance carriers. All such policies shall meet the specific requirements of FNMA, FHLMC, VA, and HUD for condominium projects. All such insurance policies and fidelity bonds shall provide that coverage shall not lapse and may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written Notice to any and all insureds named therein.

13.7 Unit Owner Insurance.

13.7.1 Owner's Additional Insurance. Each Unit Owner shall obtain and maintain an individual insurance policy which provides coverage for the Owner's Unit (in an amount at least equal to the Association's deductible) and personal belongings therein, and, to the extent reasonably available:

- (a) Loss of use, loss of rental income, and loss Assessment exposures;
- (b) Comprehensive Personal Liability coverage for any damage to other Units or Common or Limited Common Elements arising or resulting from the Owner's negligence, carelessness, or acts or omissions, or from damage caused by fixtures or appliances maintained by the Owner; and
- (c) The minimum Real Property coverage for an Owner policy shall not be less than the amount of the deductible for the Association's policy of Property insurance, or any greater amounts as may be established by the Board.
- (d) The minimum Loss Assessment coverage shall be the amount of the deductible for the Association's policy of Property insurance.

13.7.2 Proof of Coverage. Unit Owners shall file a certificate of insurance for such individual policy or policies with the Board within thirty (30) days of any request by the Board. The Association shall have the right but not the obligation to monitor the maintenance of such insurance by Owners.

13.7.3 Unit Owner Obligations. The Association's obligation to insure shall not relieve Unit Owners of their obligations under any other Article of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance, care and replacement of the Unit and/or Limited Common Elements for which the Owner is responsible.

13.7.4 Tenant or Occupant Insurance. Unit Owners shall require any Tenants, Related Parties, or other Occupants to obtain Renter's Insurance to protect their personal property, provide for loss of use, and to provide general liability insurance for acts and omissions by the Occupants and their guests, agents, pets and invitees.

13.7.5 Owner's or Occupant's Insurance Deductible. Under no circumstances shall the Association pay any insurance deductible due under a Unit Owner's individual insurance policy or any Tenant's or Occupant's policy of insurance.

The Board may require a Unit Owner to file a claim under the Owner's policy if the Owner is responsible for damage and has not otherwise paid their obligations for the necessary repairs.

13.7.6 Allocation of Repair Costs for Property Damage. In accordance with the provisions of this Declaration, including but not limited to the subparagraphs of this section, the costs for repair or damage events are apportioned as follows:

13.7.6.1 Damage Covered by Association Insurance. For damage events that are covered by the Association's insurance, repair costs over the Association's standard insurance deductible are paid for by Association insurance, or by the Association if the Board decides not to file a claim. Repair costs within the Association's standard insurance deductible are the responsibility of the Unit Owner and are allocated:

(a) All costs within the Association Deductible may be allocated to a responsible Owner after Notice and Opportunity to be Heard, if the damage resulted from negligence of that Owner, the Owner's Tenants, guest, invitee, or occupant;

(b) where there is gross negligence or willful misconduct by an Owner, Owner's Tenant, guest, invitee or occupant occurs, all costs may be allocated to the responsible Owner, after Notice and an Opportunity to be Heard, even if the Association maintains insurance with respect to that damage or Common Expense;

(c) if neither (a) nor (b) apply, then to an Owner whose Unit or Limited Common Elements were damaged or benefited by the repairs;

(d) if the damage is to more than one Unit and/or the Common or Limited Common Elements, and neither (a) nor (b) apply, the deductible is prorated between the Unit(s) and/or Common or Limited Common Elements based on the total benefit to each, as follows: (i) repairs to Units and Limited Common Elements that benefit only one Unit will be assessed solely to the individual Unit Owners; (ii) repairs to Limited Common Elements that benefit more than one Unit will be assessed to the Unit Owners benefitted; and (iii) repairs to Common Elements will be assessed as Common Expenses, divided among Owners in accordance with the formula specified for other Common Expenses.

13.7.6.2 Damage Not Covered by Association Insurance. For damage events that are not covered by the Association's insurance, repair costs shall be assessed:

(a) All costs within the Association Deductible may be allocated to a responsible Owner after Notice and Opportunity to be Heard, if the damage resulted from negligence of that Owner, the Owner's Tenants, guest, invitee, or occupant;

(b) where there is gross negligence or willful misconduct by an Owner, Owner's Tenant, guest, invitee or occupant occurs, all costs may be allocated to the responsible Owner, after Notice and an Opportunity to be Heard, even if the Association maintains insurance with respect to that damage or Common Expense;

(c) if neither (a) nor (b) apply, then to an Owner whose Units or Limited Common Elements were damaged or benefited by the repairs; or

(d) to the extent that the damage to the Property is not insured, and not the responsibility of an individual as noted above, then the Association shall restore all

Common Elements and Limited Common Elements as a Common Expense, and Owners shall restore their Units at their own expense.

13.7.7 Maximum Damage Assessment. Except to the extent covered by an Owner's or Tenant's insurance policy, the maximum one Unit can be assessed for any one damage event is the deductible under the Association's standard Property policy. Amounts within deductibles for earthquake or flood damage in excess of the standard Property deductible, combined with contributions required of Owners as provided for in this Declaration, shall be a Common Expense. This maximum shall not apply to Owners who cause damage through gross negligence or willful misconduct.

C. Article 14 is hereby deleted and replaced with the following new Article 14:

ARTICLE 14

Damage and Destruction

14.1 Application. Any portion of the condominium for which insurance is required that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Condominium is terminated, in which case RCW 64.90.290 applies;
- (b) Repair or replacement would be illegal;
- (c) Eighty percent (80%) of the Unit Owners vote not to rebuild;

(d) An Owner responsible to contribute to the restoration of their Unit does not do so. If an Owner fails to contribute, the Association may hold any insurance proceeds in trust for the restoration of the Unit when the individual Owner fulfills their obligations under the Declaration; or

- (e) It is damage to individual Units described in Section 14.2.

14.2 Unit Damage. If the Directors determine that the damage or destruction affects only a single Unit, then the Owner of the Unit shall promptly cause the damage or destroyed portion to be repaired. Insurance proceeds, if any, arising from the loss shall be used to pay the cost thereof, and any balance of such proceeds shall be paid to the Owner of the Unit or its mortgagee, if any, as their interests may appear. If there is damage to multiple Units, the Directors may choose to repair the Common Elements, and permit or require individual Owners to restore their Units.

14.3 Costs. The cost of repair or replacement not paid from insurance proceeds or due from individual Owners is a Common Expense.

14.4 Failure to Restore Common Elements. If all of the damaged or destroyed portions of the common interest community are not repaired or replaced:

(a) The insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the common interest community; and

- (b) Except to the extent that other persons will be distributees:

(i) The insurance proceeds attributable to Units and Limited Common Elements that are not repaired or replaced must be distributed to the Unit Owners of those Units

and the Unit Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.5 Failure to Restore Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under RCW 64.90.030(1), and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, RCW 64.90.290 governs the distribution of insurance proceeds if the condominium is terminated.

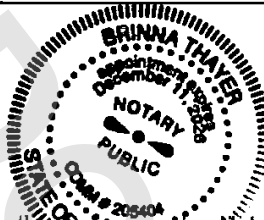
EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

DATED and ATTESTED this 11 day of September, 2025.

By Nancy Hanson
Nancy Hanson, President

By: Andrea Cole
Andrea Cole, Secretary

STATE OF WASHINGTON)
) ss.:
 COUNTY OF Skagit)



On this 11th day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nancy Hanson to me known to be the President of Mariner's Ridge Villas Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Brinna Thayer
Brinna Thayer (Print name)
 Notary Public in and for the State of
 Washington, residing at Anacortes, WA
 My commission expires: December 11, 2026

STATE OF WASHINGTON)

COUNTY OF Skagit)) ss.:
)

On this 11th day of September, 2025, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Andrea Cole to me known to be the Secretary of Mariner's Ridge Villas Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Brinna Thayer
Brinna Thayer (Print name)
Notary Public in and for the State of
Washington, residing at Anacortes, WA
My commission expires: December 11th 2026

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

DATED and ATTESTED this _____ day of _____, 2025.

By _____ By: _____
_____, President _____, Secretary

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the President of Mariner's Ridge Villas Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

(Print name)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the Secretary of Mariner's Ridge Villas Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

DATED and ATTESTED this _____ day of _____, 2025.

By _____ By: _____
_____, President _____, Secretary

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the President of Mariner's Ridge Villas Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

(Print name)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the Secretary of Mariner's Ridge Villas Condominium Owners Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.
