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Skagit County Auditor

**SECOND AMENDMENT  
TO THE CONDOMINIUM DECLARATION CONTAINING COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
THE RESIDENCE AT STORVIK PARK, A CONDOMINIUM**

GRANTOR: RESIDENCE AT STORVIK PARK OWNERS' ASSOCIATION

GRANTEE: RESIDENCE AT STORVIK PARK OWNERS' ASSOCIATION

**LEGAL DESCRIPTION:**

THE RESIDENCE AT STORVIK PARK, A CONDOMINIUM, AS DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED UNDER SKAGIT COUNTY RECORDING NUMBER 200904030061, AS AMENDED THEREAFTER; THE SURVEY MAP AND PLANS RECORDED UNDER SKAGIT COUNTY RECORDING NUMBER 200904030062, AS AMENDED THEREAFTER.

ASSESSOR'S TAX PARCEL ID#: P128407 THROUGH P128424

REFERENCE #: 200904030061

*202205130082*

**SECOND AMENDMENT  
TO THE CONDOMINIUM DECLARATION CONTAINING COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
THE RESIDENCE AT STORVIK PARK, A CONDOMINIUM**

**RECITALS**

The Condominium Declaration Containing Covenants, Conditions, Restrictions and Reservations for The Residence at Storvik Park, A Condominium (the "Declaration") was recorded on April 3, 2009, in Skagit County, Washington under recording number 200904030061, together with the Survey Map and Plans recorded in Skagit County, Washington under recording number 200904030062.

The Residence at Storvik Park Owners' Association (hereinafter "the Association") desires to amend the Declaration regarding lease restrictions. No changes are being made to restrictions on how the Units are to be used, and all Units remain eligible to be leased. **This Second Amendment only adds a limit on the number of concurrent leases.**

The Declaration at Section 17.1 provides that the 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 Residence at Storvik Park Owners' Association duly consented to the adoption of this Amendment.

There are no Eligible Mortgagees for the Residence at Storvik Park Owners' Association, so their approval is not required.

The President and Secretary of the Board of Directors of the 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 Second Amendment to the Declaration.

**SECOND AMENDMENT**

**A. Declaration Section 9.1.12 is deleted in its entirety and is replaced with the following new Declaration Section 9.1.12.**

**9.1.12 Leasing of Units.**

**9.1.12.1 Leasing Defined.**

(a) Leasing or renting is defined as occupancy of a Unit by someone other than the Owner, whether or not money is paid to the Owner. Leasing does not include occupancy of a Unit, whether or not rent is paid, by occupants residing in a Unit with the Unit Owner.

(1) Use of a Unit for short term guests, such as through services like Airbnb, are

prohibited, even if the Unit is concurrently occupied by the Owner. Use of a Unit as a hotel room or for other transient purposes is not consistent with residential use. The University of Washington is exempt from this restriction.

(2) No Owner or Tenant shall allow the overnight accommodation of employees or business invitees in any Unit on a temporary or a transient basis, which is defined as the lease, rental occupancy, or use by a tenant or other non-Owner Occupant for a period of less than one (1) year.

(b) The Leasing of a Unit shall be governed by the provisions of this Declaration. This Section shall not be applicable to: (i) the Lease of a residential Unit acquired by the Association following a Foreclosure of the Association's Lien for Assessments; (ii) the Lease of a residential Unit by a Receiver appointed on the motion of the Association in connection with a lien Foreclosure action filed by the Association; or (iii) a Mortgagee, institutional holder or loan servicer in possession of a residential Unit following default on a mortgage or deed of trust (or Foreclosure of the same).

(1) **A Grandfathered Unit**, defined as a Unit which is leased at the time this document was recorded, is not subject to rental restriction provisions 9.1.12.3 and 9.1.12.4. A Unit ceases to be a Grandfathered Unit when the Owner chooses to occupy the Unit or when title is transferred to a new Owner.

(c) **Prohibition on Leasing Portions of Units.** No lease or rental of a Unit may be of less than the entire Unit, provided however, that this section shall not apply, whether or not rent is paid, to occupants residing in the Unit with the Unit Owner.

(d) **Timesharing** (as defined in RCW64.36.010(11)) is prohibited.

**9.1.12.2 Minimum Lease Term Required.** Excepting the Lease of any Grandfathered Unit, every Lease Agreement shall be for a fixed term of not less than twelve (12) months.

**9.1.12.3 Owner-Occupancy Required.** No Owner shall Lease a Unit until the Owner has continuously occupied the Unit as a primary residence for at least two (2) years after the Unit Owner has taken ownership.

**9.1.12.4 Rental Ceiling Set.** Subject to the conditions and exceptions below, the total number of Units that may be Leased at any one time shall not exceed six (6) Units (the "Rental Ceiling").

**9.1.12.5 Lease Ceiling Compliance.** Prior to Leasing a Unit, the Unit Owner shall submit an **APPLICATION TO USE RESIDENCE AS A RENTAL** (See Appendix A). The Application shall not be reasonably denied if the Owner has complied with all requirements of this Section and all other requirements of the Declaration, and the Lease of such Unit would not cause the aggregate number of Leased Units to exceed the Rental Ceiling.

**9.1.12.6 Effect of Rental Ceiling.** If an Owner wishes to lease a Unit, but is prohibited from doing so because of the Rental Ceiling, the Association shall place the Owner's name on the Rental Waiting list as provided below.

**9.1.12.7 Rental Waiting List.** The Board shall maintain a list (the Rental Waiting List) of Owners who desire to Lease their Units. Owners shall be placed on the List on a first-come, first-served basis. The Rental Waiting List shall include all the Units whose Owners have applied for approval from the Association to Lease their Units at a time when the number of applications is equal to or exceeds the Rental Ceiling. The Board shall approve the Leasing of Units in the order listed on the Rental Waiting List (as determined by the date of application) provided that the total number of leased Units following such approvals (taking into account those Units then currently Leased) is equal to the Rental Ceiling. If the Unit has not been Leased within ninety (90) days of the Board's consent, such consent is deemed to be withdrawn, and the Owner must submit a new *Application to Use Residence as a Rental*.

**9.1.12.8 Hardship Exemption.** Where, on written application from an Owner, the Board determines that a hardship exists whereby that Owner would suffer serious and substantial harm because of the Rental Ceiling, the Board may, in its discretion, grant a waiver of the Leasing restriction for a period of time determined by the Board; however, the time period shall not to exceed one (1) year, which then may be renewed upon application by the Unit Owner. The obligation to pay a mortgage by itself is not sufficient to qualify as a hardship.

**9.1.12.9 Termination of Leased Unit Approval.** When ownership of record changes, or the Owner chooses to re-occupy the Unit, the approval to use the residence as a rental terminates. Change of ownership of record includes sale, foreclosure, inheritance, property settlement, or any other legal transfer of ownership.

**9.1.12.10 Written Leases.** No Lease of a Unit shall be valid or enforceable unless it shall be by means of a Written Lease Agreement between the Owner of the Unit and the Tenant(s). A copy of each Lease Agreement shall be provided by the Owner to the Board or its designated agent promptly after execution by the parties thereto, and before the tenancy commences.

**9.1.12.11 Lease Requirements.** Any lease or rental agreement must provide that:

- (a) its terms shall be subject in all respects to the provisions of the Declaration and Bylaws and the Rules and Regulations of the Association;
- (b) any failure by the tenant to comply with the terms of the Declaration, Bylaws, and Rules and Regulations shall be a default under the lease or rental agreement; and

(c) the Owner grants to the Board and the managing agent the authority to evict the tenant on Owner's behalf for any default under the Lease, upon only such Notice as is required by law.

**9.1.12.12 Governing Documents.** The Unit Owner shall provide a copy of all Governing Documents to the Tenant(s) prior to the signing of the Lease Agreement by the Tenant(s). The Unit Owner shall provide the Board with a signed statement from each Tenant, the **TENANT AGREEMENT (See Appendix B)** indicating that the Tenant(s) has read the Governing Documents and will abide by the rules, regulations, and other provisions in those documents, as well as any rules and regulations that have been adopted by the Board that are not yet included in the Governing Documents. A summary of these rules and regulations will be provided in addition to the Governing Documents.

**9.1.12.13 Association's Right to Evict and Levy Fines.** Each Unit Owner shall have the responsibility to ensure compliance by their Tenant(s) with the Condominium's Governing Documents and with all applicable-state and federal laws. A Unit Owner may be assessed fines by the Association in accordance with the Rules and Regulations if any Tenant of the Owner fails to comply with the Governing Documents. If a Tenant continues to fail to comply with the Governing Documents or applicable local, state, and federal law, after Written Notice of a Violation has been given to the Unit Owner, the Association shall have the power and authority to evict the Tenant. Neither the Association nor the manager shall be liable in any way to the Unit Owner or any Tenant for any exercise of its right to evict made in good faith. The Unit Owner shall be responsible for all costs of eviction, including legal fees, which costs shall be levied against the Unit as an Assessment, and which may be collected and foreclosed by the Association in the same manner as other Assessments may be collected and foreclosed upon pursuant to this Declaration.

**9.1.12.14 Limitation of Association's Liability.** The Association shall not be liable in any way to any Related Party, Tenant, or other Occupant to any greater extent than it would be to an Owner for any accident or injury occurring in, on, around, or caused by the Common areas, the Unit, or the Limited Common areas, except as covered by insurance and according to the Association's standard policy. Each Owner who Leases a Unit hereby agrees to indemnify the Association and to hold the Association harmless for any claims brought against the Association by the Unit's Tenants, Occupants, guests, invitees or agents.

**9.1.12.15 Insurance Carried by Tenants.** Tenants must obtain and provide proof of insurance for the contents of the Unit they are Leasing, liability insurance, and insurance for loss-of-use.

**9.1.12.16 Incorporation of Governing Documents.** If any lease does not contain the foregoing provisions, such provisions are nevertheless deemed to be a part of the lease and binding upon the Owner and the tenant-by reason of their being stated in the Declaration.

**9.1.12.17 Rules related to Rentals.** The Board is authorized to establish Rules and Regulations affecting Tenants.

**9.1.12.18 Rental Processing Fees.** The Board is authorized to establish and charge reasonable fees in connection with the Leasing of Units and for maintaining Tenant information, which is meant to defray the added administrative and physical costs of such activities. Such processing fees shall be collectible as an Assessment against the Unit that is Leased and charged to its Owner.

**B. Declaration Sections 9.1.13 and 9.1.14 are hereby deleted.**

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

**DATED and ATTESTED to this 23rd day of October 2025.**

By Jamie Van Arsdall, President

By: Patricia Vodopek, Secretary

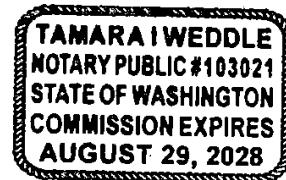
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jamie VanArdall, to me known as the President of the Residence at Storvik Park Owners' Association, and acknowledged that she signed this instrument as her free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the instrument on behalf of said Association.

IN WITNESS WHEREOF,  
I have hereunto set my hand this 23rd day of October 2025.

Tamara I. Weddle

TAMARA I. WEDDLE  
NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes, WA  
My commission expires: August 29, 2028



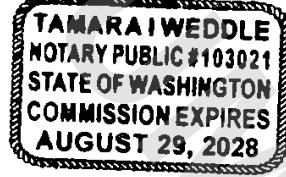
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia Vodopest, to me known as the Secretary of the Residence at Storvik Park Owners' Association, and acknowledged that she signed this instrument as her free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the instrument on behalf of said Association.

IN WITNESS WHEREOF,  
I have hereunto set my hand this 23rd day of October 2025.

Tamara I. Weddle

TAMARA I. WEDDLE  
NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes, WA  
My commission expires: August 29, 2028



## APPENDIX A

### THE RESIDENCE AT STORVIK PARK, A CONDOMINIUM APPLICATION TO USE RESIDENCE AS A RENTAL

Date: \_\_\_\_\_

To: Board of Directors  
The Residence at Storvik Park, a Condominium

I, \_\_\_\_\_ the Owner of Unit \_\_\_\_\_, submit this application to use my unit as a Rental. I attest that I have occupied my Unit for at least two years before submitting this application, and that I have read the *Second Amendment to the Condominium Declaration Containing Covenants, Conditions, Restrictions, and Reservations for the Residence at Storvik Park, a Condominium*, which limits the number of Units that can be rented. I agree to abide by the terms and conditions set forth in the Second Amendment (e.g., the rental term must be for at least one year).

I understand that upon receipt of this application, the Board has 30 days to grant it, deny it, or add it to the Rental Waiting List. If the application is approved, I agree to provide the Property Manager with the name and contact information for the tenant, and a copy of the rental agreement.

I apply for a hardship waiver. I have attached extra pages to this application setting forth the reasons for the requested waiver.

\_\_\_\_\_  
(Signature of Owner)

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The Board of Directors  approves this application  
 denies this application  
 places this application on the Rental Waiting List

Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature of Officer)

**APPENDIX B**

**THE RESIDENCE AT STORVIK PARK, A CONDOMINIUM  
TENANT AGREEMENT TO FOLLOW DECLARATION, BYLAWS, RULES AND  
REGULATIONS**

Date: \_\_\_\_\_

I am the Tenant occupying Unit \_\_\_\_\_, and I attest that I have received and that I have read a copy of each of the following documents:

1. Condominium Declaration Containing Covenants, Codes, Restrictions and Reservations for the Residence at Storvik Park, a Condominium.
2. Second Amendment to the Condominium Declaration
3. Bylaws of the Residence at Storvik Park Owners' Association
4. Summary of Additional Rules and Regulations Adopted by the Board of Directors

I agree to follow the rules, regulations, and other provisions set forth in these documents, as well as any other rules and regulations that have been adopted by the Board of Directors, and I understand that violations may cause the Board to terminate my rental of the Unit, regardless of my rental agreement with the Unit Owner.

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(Signature of Tenant)

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(Printed Name)

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(Signature of Owner)