

AFTER RECORDING RETURN TO:
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TITLE OF DOCUMENT: THIRD AMENDMENT TO DECLARATION FOR
SKAGIT AIRPORT HANGAR CONDOMINIUM
AF# OF AFFECTED DOCUMENT: AF # 200209300320
GRANTOR: DEAN HOLT CONSTRUCTION, LLC
GRANTEE: THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION: SKAGIT AIRPORT HANGAR CONDO, AF
#200209300320

**THIRD AMENDMENT TO DECLARATION
FOR SKAGIT AIRPORT HANGAR CONDOMINIUM**

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT TO ADD ADDITIONAL PHASE
AND TO MODIFY USE RESTRICTIONS

THIS AMENDMENT is made this 17th day of March, 2003, by DEAN HOLT
CONSTRUCTION, LLC, a Washington Corporation ("Declarant").

WITNESSETH THAT:

WHEREAS, the Declarant executed certain Condominium Instruments establishing SKAGIT
AIRPORT HANGAR CONDOMINIUM in Skagit County, Washington and caused the Declaration to be
recorded in the land records of Skagit County, Washington, at Auditor's File No. 200209300320, along with
a Survey Map and Plans, which were contemporaneously recorded in the Auditor's Office of said County;
the Declaration has been amended by a First Amendment to Declaration recorded at Auditor's File No.
200210250127 and a Second Amendment to Declaration recorded at Auditor's File No. 200301290053 and
the Survey Map has been amended by a First Amendment to Survey Map recorded at Auditor's File No.
200210250126 and a Second Amendment to Survey Map recorded at Auditor's File No. 200301290052.

WHEREAS, pursuant to RCW 64.34.236 and Sections 3.3.2 and 17.6 of the Declaration, the
Declarant may unilaterally amend the Condominium Instruments from time to time to exercise Development
Rights; and

WHEREAS, in Section 3.3.1 of the Declaration, the Declarant reserved Development Rights to
develop the Condominium in up to four "Phases" by adding improvements to the Condominium and creating

additional Units, Common Elements, or Limited Common Elements within the real property included in the Condominium; and

WHEREAS, the Declarant now wishes to exercise one or more of such Development Rights and has created additional improvements, Units and Common Elements as more particularly described below, all for the purpose of creating an additional Phase of Development, known as "Phase 4", consisting of four (4) additional Units, as described in Section 3.3.1 of the Declaration.

WHEREAS, pursuant to RCW 64.34.264 and Section 17.1 of the Declaration, the Declaration of this Condominium may be amended by the vote or agreement of unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; it has appeared desirable to amend Sections 9.1.17(a) of the Declaration, dealing with subleasing leasing of Units, in the manner hereinafter specified, and the necessary consent of the requisite percentage of Unit Owners has been obtained; the Declarant has elected to incorporate the changed language into this Amendment, to spare the Association the cost of having such an amendment prepared in its name.

NOW, THEREFORE, pursuant to and in compliance with Section 3.3.2 of the Declaration and RCW 64.34.236, the Declarant hereby amends the following Sections of the Declaration, as follows:

1.2.1 Reference to Third Amendment to Survey Map.

Contemporaneously with the recordation of this Amendment, the Declarant has recorded with the Auditor of Skagit County, Washington a Third Amendment to the Survey Map and Condominium plans, showing the location and dimensions of the new Units and other improvements constructed or contemplated to be constructed for Phase 4 of this Condominium, together with other information required by the Condominium Act. This Third Amendment to the Survey Map and Plans is recorded at Auditor's File No. 200303260107

3.1 Land and Street Address.

The land on which the buildings and improvements of this Condominium are located is situated at 15305, 15325, 15347 and 15367 Crosswind Drive, Burlington, Skagit County, Washington, and is more particularly described in Exhibit "A" to the Declaration.

3.2 Buildings.

The Condominium presently contains four (4) buildings containing Units, all of which are depicted on the Survey Map and Plans. Building 3, located at 15347 Crosswind Drive, contains a common restroom.

3.3 Development Rights.

3.3.1 Description.

(No change.)

4.1.1 Number of Units Following Amendment. The Condominium contains twenty-eight (28) Units. The location of existing Units within the buildings and their dimensions are shown on the



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Condominium Survey Map and Plans, as amended. The Third Amendment to Exhibit B to the Declaration attached hereto contains a list of all Units, their identifying numbers, location, style and the Allocated Interests appurtenant to each Unit. The Allocated Interests have been reallocated among all Units in accordance with Section 3.3.2 of the Declaration and with RCW 64.34.236(1).

5.6 Parking Spaces.

The Condominium contains a total of forty-eight (48) uncovered parking spaces, which are depicted on the Survey Map. References to "Exhibit C" in the First Amendment to Declaration were inadvertent and are hereby deleted. (The rest of this Section is unaffected by this Amendment.)

6.1 Limited Common Elements.

(No Change.)

9.1.17 Lease Restrictions.

9.1.17(a) General Restrictions. All subleases shall be in writing and each lease agreement shall be required and deemed to provide that the terms of such lease shall be subject in all respects to the provisions of the Ground Lease and the Condominium Instruments, and that any failure by the tenant to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. A lease, as defined herein, shall include month-to-month rentals. Any tenant or subtenant of a Unit shall be deemed to have assumed all the responsibilities of an Owner under Article 9 of this Declaration. An Owner shall notify the Association and the Ground Lessor within five (5) business days following the execution of any lease or rental agreement affecting such Owner's Unit. Such notice shall include (i) the name, address, telephone number of each tenant, and (ii) the commencement date and termination date of the lease. Each tenant must maintain liability insurance in such form and in such amounts as are described in Section 11.5 of the Declaration.

(b) Specific Restrictions Relating to Ground Lease. Under the Ground Lease, the Ground Lessor has reserved the right to approve all subleases of Units in the Condominium, and no lease of a Unit shall be valid absent the written consent of the Ground Lessor. A Unit Owner desiring to sell his/her Unit to a bona fide purchaser need not obtain such approval.

20. Certificate of Completion of All Units

Declarant hereby certifies, pursuant to RCW 64.34.200(2), that all structural components and mechanical systems of all buildings containing or comprising any Units in the Condominium, including the Units added by this Amendment, are substantially completed.



CONSENT BY GROUND LESSOR

PORT OF SKAGIT COUNTY, a Washington municipal corporation, as the Lessor under the Ground Lease described in Section 3.4 of this Declaration, hereby consents that the new Phase of development reflected in this Amendment to Declaration may be created in accordance with the foregoing.

DATED this 24 day of MARCH, 2003.

LESSOR: PORT OF SKAGIT COUNTY, a Washington Municipal Corporation

By Jerald W. Heller
Printed Name: GEROLD W. HELLER
Title EXEC DIR

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Jerald W. Heller is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Commission President of PORT OF SKAGIT COUNTY, a Washington Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 24, 2003.



Karmen Separovich Hardy
NOTARY PUBLIC for the State of Washington. My Commission expires 03/26/2006



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THIRD AMENDMENT TO EXHIBIT "B"

TO DECLARATION FOR SKAGIT AIRPORT HANGAR CONDOMINIUM

| Unit No. | Unit Style | Square Footage | Utilities | Type of Heat | Allocated Interest* |
|-----------------|-------------------|-----------------------|---|---------------------|----------------------------|
| 201 | Executive | 3,411 | Rough Plumbing, Rough Electric w/meter | Gas | 6.46% |
| 207 | Executive | 3,406 | Rough Plumbing, Rough Electric w/meter | Gas | 6.45% |
| 211 | Executive | 3,425 | Rough Plumbing, Rough Electric w/meter | Gas | 6.49% |
| 218 | Executive | 2,996 | Rough Plumbing, Rough Electric w/meter | Gas | 5.67% |
| 300 | T-Hanger | 1,762 | Rough Electric | None | 3.33% |
| 301 | T-Hanger | 1,265 | Rough Electric | None | 2.40% |
| 303 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 304 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 305 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 306 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 307 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 308 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 309 | T-Hanger | 1,762 | Rough Electric | None | 3.33% |
| 310 | T-Hanger | 1,365 | Rough Electric | None | 2.58% |
| 400 | T-Hanger | 1,762 | Rough Electric | None | 3.33% |
| 401 | T-Hanger | 1,365 | Rough Electric | None | 2.58% |
| 403 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 404 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 405 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 406 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 407 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 408 | T-Hanger | 1,164 | Rough Electric | None | 2.20% |
| 409 | T-Hanger | 1,762 | Rough Electric | None | 3.33% |
| 410 | T-Hanger | 1,365 | Rough Electric | None | 2.58% |



| Unit No. | Unit Style | Square Footage | Utilities | Type of Heat | Allocated Interest* |
|----------|------------|----------------|---|--------------|---------------------|
| 501 | Executive | 2,996 | Rough Plumbing, Rough Electric w/meter | Gas | 5.67% |
| 507 | Executive | 3,406 | Rough Plumbing, Rough Electric w/meter | Gas | 6.45% |
| 511 | Executive | 3,425 | Rough Plumbing, Rough Electric w/meter | Gas | 6.49% |
| 515 | Executive | 3,411 | Rough Plumbing, Rough Electric w/meter | Gas | 6.46% |
| Totals | | 52,852 | | | 100% |

* Allocated interests are the percentages of undivided interests in the Common Elements, fractional liability for the Common Expenses of the Association, and portions of the votes in the Association, allocated to each Unit under Section 5.3, 7.4.2, and 10.6 of the Declaration, pursuant to RCW 64.34.224(1).

† Square footages are calculated from architects' drawings, being measured from the center-line of party walls separating adjoining units to the exterior surfaces of perimeter walls. Such measurements are believed but not warranted to be accurate and will differ somewhat from calculations derived from Section 4.2 of the Declaration.



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