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Skagit County Auditor

4/9/2004 Page 1 of 15 3:20PM

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.  
P.O. BOX 727  
ANACORTES, WA 98221

DECLARATION SUBMITTING THIRTEENTH STREET CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP

GRANTOR: RANDY CLICK, a single man

GRANTEE: THE PUBLIC

LEGAL DESCRIPTION:

Lots 17, 18 and 19, Block 5, "Munk's First Addition to the  
City of Anacortes". Legal description continued on page 1

TAX PARCEL NO.: 3806-005-019-0008

200404090165

DECLARATION  
FOR  
THIRTEENTH STREET CONDOMINIUM

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**DECLARATION SUBMITTING THIRTEENTH STREET CONDOMINIUM  
TO CONDOMINIUM OWNERSHIP**

**GRANTOR: RANDY CLICK, a single man**

**GRANTEE: THE PUBLIC**

**LEGAL DESCRIPTION:**

Lots 17, 18 and 19, Block 5, "Munk's First Addition to the City of Anacortes", according to the plat thereof recorded volume 3 of plats, page 1, records of Skagit County, Washington. Said property to be subject to and together with all matters of record affecting said property including, but not limited to, a reference to an encroachment by adverse possession on the east line of Lot 19 in deed recorded on October 8, 1982 under Skagit County Auditor's No. 8210080031.

**TAX PARCEL NO.: 3806-005-019-0008**

THIS DECLARATION, pursuant to the provisions of the Washington Condominium Act, is made and executed this 22nd day of January, 2003, by RANDY A. CLICK, whose name may appear of record as RANDY CLICK, a single man (hereinafter "Declarant").

Declarant proposes to create a condominium to be known as "Thirteenth Street Condominium" (hereinafter "Condominium"), which will be located in Skagit County, Washington. The purpose of this Declaration is to submit "Condominium" to the condominium form of ownership and use in the manner provided by the Washington Condominium Act.

NOW THEREFORE, Declarant does hereby declare and provide as follows:



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CONDOMINIUM DECLARATION - 1

ARTICLE 1

DEFINITIONS

When used in this declaration the following terms shall have the following meanings:

1.1 "Association" means the association of Unit Owners established pursuant to Article 14 below.

1.2 "Board of Directors" means the Board of Directors of the Association.

1.3 "Bylaws" means the Bylaws of the Association of Unit Owners of Thirteenth Street Condominium adopted pursuant to Section 14.4 below as the same may be amended from time to time.

1.4 "Condominium" means all of that property submitted to the condominium form of ownership by this Declaration.

1.5 "Declarant" means Randy A. Click and his successors and assigns.

1.6 "Eligible Mortgage Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage on a Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.7 "Eligible Mortgage Holder" means a holder of a first Mortgage on a Unit who has requested notice of certain matters from the Association in accordance with Section 13.1 below.

1.8 "Mortgage" and "Mortgagee" mean, respectively, a recorded mortgage, deed of trust, or contract of sale which creates a lien against a Unit, and the holder, beneficiary or vendor of such a mortgage, deed of trust or contract of sale.

1.9 "Owner" means the Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation. "Owner" means the vendee, not the vendor, of a Unit under a real estate contract.



1.10 "Plat" means the survey map and plans of Thirteenth Street Condominium, recorded simultaneously with the recording of this Declaration, bearing recording number 200404090165.

1.11 "Unit Number" means an alphabetic letter and or address that identifies only one Unit.

1.13 Incorporation by Reference. Except as otherwise provided in this Declaration, each of the terms defined in RCW 64.34.020, a part of the Washington Condominium Act, shall have the meanings set forth in such section.

## ARTICLE 2

### SUBMISSION OF PROPERTY TO CONDOMINIUM STATUTE

The property submitted to the Washington Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in Skagit County, Washington, and is described as follows:

Lots 17, 18 and 19, Block 5, "Munk's First Addition to the City of Anacortes", according to the plat thereof recorded volume 3 of plats, page 1, records of Skagit County, Washington. Said property to be subject to and together with all matters of record affecting said property including, but not limited to, a reference to an encroachment by adverse possession on the east line of Lot 19 in deed recorded on October 8, 1982 under Skagit County Auditor's No. 8210080031.

The property submitted includes the land so described, all buildings, improvements and structures, and rights and appurtenances located on, belonging to or used in connection with such land.

## ARTICLE 3

### NAME OF CONDOMINIUM

The name by which the Condominium shall be known is "Thirteenth Street Condominium".



ARTICLE 4

Units

4.1 General Description of Buildings.

The condominium shall consist of two two-story buildings which are for residential use only. The buildings are of wood frame construction with wood siding and composition roofs.

4.2 General Description, Location and Designation of Units.

The dimensions, designation and location of each Unit are shown in the Plat, which is made a part of this Declaration as if fully set forth herein. The approximate area of each Unit is shown on the attached Exhibit A. Exhibit A contains the identifying number, number of bathrooms (whole or partial), number of bedrooms, information concerning floor levels for the units, type of heat and heat service, and information concerning parking spaces.

4.3 Boundaries of Units. Each Unit shall consist of an envelope of space, the horizontal boundaries of which represent the extension upward and downward of the side surface boundaries depicted on the plat and the vertical boundaries are represented by the subsurface and above surface elevations as shown on the plat. Each Unit shall include all structures, improvements, and fixtures now or hereafter located within said space.

ARTICLE 5

COMMON ELEMENTS

The common elements consist of everything except the Units.

ARTICLE 6

LIMITED COMMON ELEMENTS

As of the time of the recording of this Declaration, the only limited common element is a roof overhang on Unit 1604 B which extends to the east over Unit 1604 A as depicted on the plat. This is reserved for the exclusive use of Unit 1604 B.



ARTICLE 7

ALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS

Each Unit will be entitled to an undivided fifty percent ownership interest in the common elements. These percentages were determined to be the fairest allocation after taking into account that the approximate square footage of the units are approximately the same and that any expenses that would be common to both units should be shared equally.

ARTICLE 8

COMMON PROFITS AND EXPENSES; VOTING

8.1 Allocation of Common Profits and Expenses. The common profits and common expenses of the Condominium shall be allocated 50% each to the owners of the two units. Except upon termination of the Condominium or as otherwise provided in the Bylaws with respect to damage, destruction, or condemnation, any such common profits shall be used solely for the purpose of maintaining, repairing and replacing the common elements or for other expenses or reserves of the Association. At the present time there is only one water meter for both units in the Condominium and all expense connected with the water, sewer, and garbage shall be shared equally by the owners of each Unit.

8.2 Allocation of Voting Rights. Each Unit Owner shall be entitled to one vote in the affairs of the Association and for the purposes of this Declaration for each Unit owned by said Unit owner. The method of voting shall be as specified in the Bylaws.

ARTICLE 9

SPECIAL DECLARANT RIGHTS

9.1 Special Declarant Rights. Declarant, his agents, employees and contractors shall have the right to complete improvements and otherwise perform work provided for under any Purchase and Sale Agreement between Declarant and a Unit Purchaser; or necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

9.2 Termination of Declarant Rights. The foregoing Special Declarant Rights shall continue so long as Declarant



is completing improvements within the Condominium, or Declarant owns any Units.

## 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. Access to each of the units in the condominium is from 13th Street, a city street.

## ARTICLE 11

### MAINTENANCE

11.1 Common Elements. The necessary work to maintain, repair or replace the common elements shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws. Specifically the parties shall be equally responsible for the costs connected with the maintenance, repair, painting, staining, and/or replacement of the fence on the northern boundaries of both units and the fence which runs north and south along the common boundary line between the two units.

11.2 Mortgagee's Rights Upon Failure to Maintain. If the Mortgagee of any Unit determines that the Board of Directors is not providing an adequate maintenance, repair, and replacement program for the common elements, such Mortgagee, at its options, may give a notice to the Board of Directors by delivering same to the registered agent, setting forth the particular defect which it believes exists in the maintenance, repair, and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

11.3 Units. Each owner shall, at the owner's sole expense, keep the interior and exterior of their Unit,





including any structures contained therein, including the roofs, in good repair and in a clean and sanitary condition and shall do all painting, staining or other repairs necessary to maintain the good appearance and condition of their Unit. Each owner shall be responsible for the maintenance, repair, and replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures or appliances which are in the Unit that serve that Unit only, and shall replace any glass in the windows and in the exterior doors of the Unit that become cracked or broken.

11.4 Limited Common. All of the expense connected with the roof overhang referred to in Article 6 above shall be at the sole expense of the owner of Unit 1604B.

## ARTICLE 12

### EASEMENTS

12.1 In General. Each Unit has an easement in and through each other Unit and the common elements as may be required for the purposes of providing all utilities to the respective units.

12.2 Right of Entry. The Board of Directors of the Association, managing agent, manager or any other person authorized by the Board of Directors shall have the right to enter any Unit in the case of an emergency originating in or threatening such Unit or other condominium property, whether or not the Owner is present at the time. Such persons shall also have the right to enter any Unit for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner.

12.3 Easements for Declarant. Declarant and Declarant's agents, successors, and assigns shall have an easement over and upon the common elements as may be reasonably necessary for the purpose of completing or making repairs to existing structures and for the purpose of discharging any other obligation of Declarant or exercising any other special Declarant right, whether arising under the Washington Condominium Act or reserved in this Declaration.



ARTICLE 13

APPROVAL BY MORTGAGEES

13.1 Notice of Action. Upon written request to the Association identifying the name and address of the Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor and the Unit Number of the Unit on which it has (or insures or guarantees) the Mortgage, any such Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Condominium or affects the Unit securing its Mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by an Owner of any Unit on which it holds the Mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require consent of a specified percentage of Eligible Mortgage Holders as required by this article.

13.2 Termination and Amendment to Documents.

13.2.1 The approval of Eligible Mortgage Holders holding Mortgages on Units which have one hundred percent (100%) of the voting rights of Units subject to Eligible Mortgage Holder Mortgages shall be required to terminate the legal status of the project as a condominium for reasons other than substantial destruction or condemnation of the property.

13.2.2 The consent of the Owners of the Units holding one hundred percent (100%) of the voting rights shall be required for amendments of a material nature to the Declaration or Bylaws. Any amendment to the Declaration or Bylaws which changes any of the follow shall constitute a material change.

(a) Voting rights;



(b) Assessments, assessment liens or subordination of such liens;

(d) Responsibility for maintenance and repairs;

(e) Reallocation of interests in the general or limited common elements, or rights to their use;

(f) The boundaries of any Unit;

(g) Conversion of Units into common elements or of common elements into Units;

(h) Expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium, except as provided in Article 15;

(i) Insurance or fidelity bonds;

(j) The leasing of Units;

(k) Imposition of any restriction on the right of a Unit Owner to sell or transfer his or her Unit;

(l) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;

(m) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than specified in this Declaration or the Bylaws;

(n) Any provisions that expressly benefit Mortgage Holders, insurers or guarantors.

13.2.3 An addition or amendment to the Declaration or Bylaws shall not be considered material for purposes of Section 13.2.2 if it is for the purpose of correcting technical errors, or for clarification only. Any Eligible Mortgage Holder who receives a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within 30 days shall, after it receives proper notice of the proposal and provided the notice was delivered by certified or registered mail, return receipt requested, be deemed to have approved such request.

13.3 Additional Approvals. In addition to any other approvals required by the Washington Condominium Act, this



Declaration or the Bylaws, the prior written approval of one hundred percent (100%) of the holders of first Mortgages on Units in the Condominium (based upon one vote for each first Mortgage owned) and of the Unit Owners (other than Declarant) must be obtained for the following:

13.3.1 Abandonment or termination of the Condominium regime.

13.3.2 The partition or subdivision of any Unit.

13.3.3 Abandonment, partition, subdivision, encumbrance, sale or transfer or the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Association shall not be deemed a transfer within the meaning of this clause.

13.3.4 Use of hazard insurance proceeds for losses to any condominium property, whether to Units or to common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or common elements of the condominium project.

13.4 Notice to First Mortgagees of Defaults. Any eligible Mortgage Holder, upon request, will be entitled to written notification from the Association of any default in the performance by the Owner of the Mortgaged Unit of any obligation under this Declaration, the rules and regulations or the Bylaws which is not cured within 60 days.

#### ARTICLE 14

##### ASSOCIATION OF UNIT OWNERS

14.1 Organization. Upon the recording of this Declaration an association of Unit Owners shall be organized to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Condominium. The name of this Association shall be "Association of Unit Owners of Thirteenth Street Condominium", and the Association shall be a Washington non-profit corporation.

14.2 Membership; Board of Directors. Each Unit Owner shall be a member of the Association. The affairs of the



Association shall be governed by a Board of Directors as provided in the Bylaws.

14.3 Powers and Duties. The Association shall have such powers and duties as may be granted to it by the Washington Condominium Act, including each of the powers set forth in RCW 64.34.304, together with such additional powers and duties afforded it by this Declaration or the Bylaws.

14.4 Adoption of Bylaws, Declarant Control of Association. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided for in the Bylaws. In addition, Declarant shall have the right to consent to any amendment to the Declaration or the Bylaws as provided below and in the Bylaws.

#### ARTICLE 15

##### AMENDMENT

15.1 How Proposed. Amendments to the Declaration shall be proposed by Unit Owners holding one hundred percent (100%) of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

15.2 Approval Required. Except as may otherwise be provided in this Declaration or by the Washington Condominium Act, this Declaration may be amended if such amendment is approved by Unit Owners holding one hundred percent (100%) of the voting rights of the Condominium and by Mortgagees to the extent required by Article 13.

15.3 Recordation. The amendment shall be effective upon recordation in the Records of Skagit County, Washington, certified to by the chairman and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Washington Condominium Act.

#### ARTICLE 16

##### INSURANCE

16.1 Association Insurance. The Association shall pur-



chase and maintain at all times as a common expense a policy or policies necessary to provide liability insurance and any other insurance as may be required by applicable laws.

16.2 Owner's Individual Insurance. Each owner shall obtain insurance on his unit and its contents at his own expense.

ARTICLE 17

SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

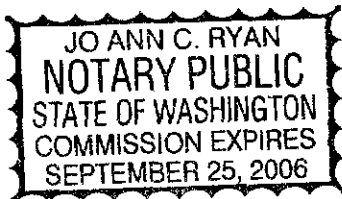
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 19th day of February, 2004.

by Randy A. Click  
 RANDY A. CLICK

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that RANDY A. CLICK signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 2-19-04



Jo Ann C. Ryan  
 Notary Public in and for the State of Washington, residing at Anacortes  
 My appointment expires: 9-25-06

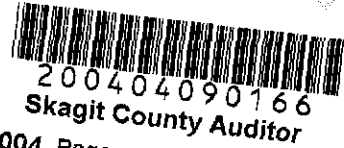


EXHIBIT A TO THIRTEENTH STREET CONDOMINIUM DECLARATION

The primary reference to this Exhibit is set forth in Article 4.2 of the Declaration. The type of heat and heat service for units 1604A and 1604B of the condominium is natural gas. Unit 1604B also has electric baseboard heaters. There is a natural gas fireplace in Unit 1604B. Each unit has its own parking which is contained within the unit. Set forth below is more detailed information concerning the individual Units of the condominium:

Unit Number	Floor Level	Number of Bdrms.	Number of Bathrms	Approx. Area in square	Allocated interest in Common Elements (Percentage)
1604A	1+2	3	1	3,575	50%
1604B	1+2	3	2.5	3,910	50%
<b>TOTALS</b>					<b>100%</b>



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