

AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE # 220
BELLINGHAM, WA 98226-6643



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Skagit County Auditor

8/24/2007 Page 1 of 4 11:24AM

TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION FOR
MARINER'S RIDGE VILLAS, A CONDOMINIUM
AF# OF AFFECTED DOCUMENT: 200512070089
GRANTOR: MARINER'S RIDGE VILLAS CONDOMINIUM
OWNERS ASSOCIATION
GRANTEE: THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION
FOR MARINER'S RIDGE VILLAS, A CONDOMINIUM**

PURPOSE: To Limit The Number of Units Which May Be Leased By Their Owners

THIS AMENDMENT is made this 23 day of August, 2007 by Mariner's Ridge
Villas Condominium Owners Association, (the "Association").

WITNESSETH THAT:

WHEREAS, a certain Condominium Declaration establishing Mariner's Ridge Villas, a Condominium ("the Condominium") in Anacortes, Washington, was recorded by its Declarant at Auditor's File No. 200512070089 among the land records of Skagit County, Washington, along with a Survey Map and Plans, which were contemporaneously recorded at Auditor's File No. 200512070088;

WHEREAS, pursuant to RCW 64.34.264 and Section 21.1 of the Declaration, the Declaration of this Condominium may be amended by the vote or agreement in writing of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated,

WHEREAS, the Association has determined that it is necessary or desirable to amend Section 11.14 of the Declaration, dealing with Lease Restrictions, in the manner hereinafter specified, and has obtained the necessary consent of the requisite percentage of Unit Owners prior to the date of this Amendment.

NOW, THEREFORE, the Association hereby amends Section 11.14 of the Declaration as follows:

11.14 Rental Restrictions.

11.14.1 Number Of Units Which May be Leased By Investor-Owners. Commencing October 1, 2007, 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 eight (8) Units. Such Units shall be known as "Rental Units".

11.14.2 Circumstances Justifying Temporary Rental. To avoid undue hardship on an Owner-Occupant (i.e., an Owner who has occupied his/her Unit for at least one year) who experiences a need to move temporarily from his or her Unit for health-related reasons for a period not exceeding two (2) years in duration, or for military service, an extended vacation, or a sabbatical or other employment-related relocation for a period not exceeding two (2) years in duration, such Owner may lease the Unit following the written approval of the Board of Directors, which approval shall not be unreasonably withheld. Upon good cause shown in writing by such an Owner, such a lease may be extended or renewed for an additional period of up to one year, provided that such Owner first demonstrates to the reasonable satisfaction of the Board that the Owner truly intends to resume use of the Unit as a personal residence following the conclusion of the lease term. PROVIDED, however, that no such leasing shall be permitted if at the time of an Owner's request for same, the total number of Units occupied by tenants (including the Unit subject to such request) shall equal or exceed 50% of the total number of Units in the Condominium.

11.14.3 Rental Incident to Bona Fide Sale of Unit. A Unit may be rented by its Owner in conjunction with a *bona fide* sale of such Unit for a period of not more than three months. The foregoing includes rental to a purchaser prior to closing, and a "lease-back" of the Unit following closing.

11.14.4 Existing Rentals Unaffected - "Grandfather" Status. Units which are leased or rented to unrelated third parties as of the date of recordation of this Amendment shall be permitted to remain as Rental Units, subject to the condition that when any Rental Unit is conveyed to a new Owner, the limitations of Section 11.14.1 hereof shall become applicable to such Unit.

11.14.5 Exemption for Family Members, Institutional Lenders and Association.

The restrictions of this Section 11.14 shall not apply to the Association following a foreclosure of its lien for assessments, or to an institutional lender in possession of a Unit following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure. Units leased by their Owners to immediate family members shall not be considered Rental Units; in such cases, it shall be the responsibility of the Owner to notify the Board of the commencement and termination of the family tenancy, and this exemption shall cease when occupancy of the Unit by a family member ceases.

11.14.6 Selling Owner Responsible for Compliance with Rental Restrictions.

Each Owner shall be responsible for advising any purchaser of the Unit of the existence of these restrictions on rental units, and may be held liable to the Association for any damages, costs and/or expenses incurred by the Association as a result of such failure.

11.14.7 Justification and Enforcement. The restrictions in this Section 11.14 are necessary to maintain the primarily owner-occupied status of the Condominium, so as to enhance the market value of the Units therein, to preserve the ability of Owner-occupants to obtain favorable, owner-occupied mortgage financing for their Units, to permit the Association to maintain insurance from high-quality providers at competitive premium rates, and to maintain a strong sense of community which can suffer when a



disproportionate percentage of Units become occupied by tenants. No Owner shall enter into or permit nor shall the Board consent to, any lease, sublease or rental agreement, the effect of which would result in noncompliance with this Section. The Board may resort to any and all remedies contained in the Condominium Declaration, Bylaws and/or Rules and Regulations, in addition to unlawful detainer proceedings, as may be necessary to fully implement the terms hereof.

11.14.8 Rent Payable to Association Upon Owner's Default. If the Owner of a Rental Unit is delinquent in payment of dues or assessments owing to the Association, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association by said Owner, including interest and costs if the same are in default over thirty (30) days. The tenant shall not have the right to question payment over to the Board, and such payment will discharge the tenant's duty of payment to the landlord Owner for rent, to the extent such rent is paid to the Association, but such payment will discharge the liability of the Owner or the Unit under this Declaration only *pro tanto*, and shall not operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor shall this power be exercised in derogation of any rights of a Mortgagee with respect to such Unit.

11.14.9 Written Leases - Implied Covenants in Leases. Any permitted lease or rental agreement shall be in writing. Any such rental agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws and Rules and Regulations of the Condominium 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 upon a failure of the landlord Owner to act. Any tenant of a Unit shall be deemed to have assumed all the responsibilities of an Owner under the Declaration other than those requiring the payment of Common Expense Assessments.

11.14.10 No Transient Purposes Permitted. A Unit Owner shall not be permitted to lease his Unit for hotel or transient purposes which shall be defined as renting for any period less than thirty (30) days.

11.14.11 Entire Unit. No Unit Owner may lease less than the entire Unit.

EXCEPT as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above, by its President.

MARINER'S RIDGE VILLAS CONDOMINIUM
OWNERS ASSOCIATION, a Washington Non-profit
Miscellaneous & Mutual Corporation

By: J J Dippel
Its: Treasurer

- 3



200708240097
Skagit County Auditor

8/24/2007 Page

3 of

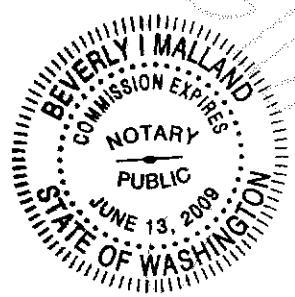
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that J.I. Dippel is the person who appeared before me and said person acknowledged that (s)he signed this **FIRST AMENDMENT TO DECLARATION FOR MARINER'S RIDGE VILLAS, A CONDOMINIUM**, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Treasurer of Mariner's Ridge Villas Condominium Owners Association, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: August 23, 2007.

Beverly I Malland
Notary Public in and for the State
of Washington, residing at Anacortes
My Commission expires: 06/13/09



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Skagit County Auditor