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Skagit County Auditor

10/2/2012 Page

1 of 13 2:08PM

(Amended May 21, 2011 by Association vote  
Changes are typed in **bold**)

Auditors File No. 745027

**DECLARATION SUBMITTING PROPERTY TO THE  
WASHINGTON HORIZONTAL PROPERTY REGIMES ACT**

**SKYLINE MARINE CONDOMINIUM  
(SECOND ADDITION-DIVISION #18)**

**A VENTURE OF SKYLINE ASSOCIATES,  
A Non Profit Corporation**

Pursuant to Chapter 156 of the Laws of 1963, State of Washington, RCW Chapter 64.32, as amended, for the purpose of submitting the real property hereinafter described to the provisions of said chapter, the undersigned Declarant, being the general partner of a certain limited partnership known and described as "Skyline," (said limited partnership having been formed pursuant to Chapter 25.08 of the Revised Code of Washington) hereby make the following declaration, to-wit:

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 64.32 Revised Code of Washington, as amended, entitled "Horizontal Property Regimes Act," hereinafter referred to herein as "Act" or "The Act."
2. **NAME AND LOCATION:** The name by which this condominium is to be identified is Skyline Marine Condominium Second Addition (Division #18), a condominium hereinafter called "The Condominium" and is located in the City of Anacortes, County of Skagit, State of Washington.
3. **DEFINITIONS:** The terms used herein shall have the meaning stated in the Condominium Act, RCW 64.32, except as modified or enlarged herein.
4. **LEGAL DESCRIPTION:** The land on which the buildings and improvements hereinafter described are located in the following described real property, situated in the City of Anacortes, County of Skagit, State of Washington, to-wit:

The Plat of Skyline No. 18, a condominium, being situated in Sections 27 and 28, Township 35 North, Range 1 East of the Willamette Meridian, in the City of Anacortes, Skagit County, State of

Washington, as filed in the Office of the auditor of Skagit County, Washington, on the 26th day of October, 1970, as auditor's file No. 745028, records of the auditor of Skagit County, Washington.

5. DESCRIPTION OF PROJECT: Improvements on the real property above described consist of ramps, walkways, piers, wharves, docks, floats, pilings, anchors, aids to navigation and excavated slips, channels and waterways.

A total of 151 apartment units, hereafter referred to herein as "unit" or "units" (each mooring slip being designated as an apartment unit upon said plat) have been constructed.

Access is provided by means of a principal access ramp from the shore leading to longitudinal piers to which are attached individual finger piers which permit mooring and boarding of the watercraft and which form one or more horizontal boundary of each unit.

General and limited common areas and facilities have been provided as more particularly hereinafter enumerated.

Declarant specifically reserves the right to set aside, convey, dedicate or otherwise grant or retain easements for utilities and other like purposes and has specifically reserved the easements set forth in Exhibit "B" attached to these declarations.

6. DESCRIPTION OF THE CONDOMINIUM UNIT: Each respective condominium unit will be described by reference to the Plat of Skyline No.18, as recorded in the Office of the Auditor of Skagit County, Washington, as hereinabove referenced.

The vertical boundaries of each unit are as shown on the plat of Skyline No.18, i.e. the floor elevation being 68.7 feet and ceiling elevation 69.7 feet as referenced to the City of Anacortes datum, being an area of real property encompassed within and underlying the bed of Flounder Bay, and in the case of the ceiling the exclusive right of use of an area extending upward therefrom for a distance of not to exceed 75 feet, or so much thereof as can be reasonably put to beneficial use considering the nature of the unit and its intended purpose.

The horizontal boundaries of each respective unit will be as dimensioned on the referenced plat and will consist of the outboard line of abutting finger piers and longitudinal docks, the boundary (imaginary) between adjoining units, and the boundary line of abutting maneuvering areas, waterways and channels.

Units vary from 29 feet to 50 feet in length and from 11.0 feet to 40.0 feet in width with the exception of units 125 and 126 which are 60 feet in length and 33 feet in width.

Units are consecutively numbered as shown on the plat.

The principal access ramp and dock is connected to the shore by a ramp which provides access to and from the individual docks to which are attached the finger piers. Docks and finger piers are primarily constructed of wood and styrofoam. Other accessories and appurtenances are constructed of steel, wood and other material deemed appropriate for the intended use.



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7. **COMMON AREAS AND FACILITIES:** Common areas and facilities sometimes hereinafter referred to as "common areas" shall be of two classes: General and Limited. General common areas and facilities shall be those which are non-exclusive in character and open to use by all owners. Limited common areas and facilities shall be those reserved for use of certain units or contiguous groups thereof to the exclusion of other units.

Common areas and facilities shall consist of all lands within the recorded plat of Skyline No. 18, as hereinabove referenced, including the bed of Flounder Bay, but excluding the bed of such bay as underlies each individual unit.

General common areas and facilities shall consist of the following:

- A. Access ramps and longitudinal docks, piers, wharves and walkways exclusive of finger piers.
- B. Foundations, columns, pilings, navigational aids, anchors, buoys and all other appurtenances used in and about the premises.
- C. To the extent permitted by law or judicial decision the waters which ebb and flow within the confines of the referenced plat of Skyline No.18, subject to the right of primary use of that portion of those waters overflowing each respective individual unit and its adjacent limited common area as the same is delineated upon said referenced plat.
- D. Service installations whether central or otherwise including electrical service, water service, gas service, incinerating and those portions of telephone service systems not furnished and owned by the telephone company or by the respective individual unit owner.
- E. Access roads and parking areas.
- F. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in general common use.

Limited common areas and facilities shall consist of the following:

- A. That portion, being fifty percent thereof, of the abutting finger pier.
- B. An area, 12 feet in width, as shown on the face of the recorded plat of Skyline No. 18, designated as "limited common" and to be used as a maneuvering area to provide ingress to and egress from each individual respective unit.
- C. Utilities services for each respective individual unit.
- D. Each unit owner shall have a non-exclusive easement for and the use of the limited common areas and facilities immediately adjoining his respective unit as such areas are designated on the plat of Skyline No.18, but without hindering or encroaching upon the lawful right of any other



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owner or owners, provided, however, no watercraft when moored shall extend more than 12 feet into the immediately abutting limited common area as described in Paragraph B hereinabove.

**8. PERCENTAGE OF UNDIVIDED INTEREST IN GENERAL AND LIMITED COMMON AREAS AND FACILITIES:** The percentage of the individual interest in the general and limited common areas and facilities appertaining to each condominium unit and to its owner, for all purposes, including voting, shall be allocated to each owner of the subject unit as the percentage value of each individual's ownership interest in that unit relates to the total value of the property.

Attached hereto, marked Exhibit "A" and by this reference incorporated herein and made a part hereof is a listing of the units, their selling prices and the respective percentage interest of the owner of each such designated unit in the common areas and facilities.

**9. USE:** The structures, appurtenances and each of the condominium units within the referenced plat, together with its common areas and facilities both general or limited is intended to be used as a mooring basin and marina for the moorage, storage and use, including access and ingress of motor vessels and other watercraft. There shall be no permanent residences in Division 18, nor shall there be permanent fence, piling or other obstructions constructed so as to impede the movement of watercraft over and across any common area. The common areas shall be used in such manner and for such purpose as may be determined from time to time by the Association of Unit Owners in accordance with its By-Laws and the rules as from time to time promulgated by the Board of Directors of such association.

**10. AGENT FOR SERVICE OF PROCESS:** Harry Davidson, whose business address is 5021 Claremont Way, Everett, WA 98201, is hereby designated temporarily as the person to receive service or process in cases provided for in RCW 64.32 and expressly agrees that the venue of any such action may be laid in Skagit County, Washington. He shall be succeeded in this capacity by a person designated by the members of the Board of Directors of the Association of Condominium unit Owners immediately upon the formation of such an association and the election of officers thereto. In the event the association shall fail to appoint such a person the president or secretary of such association is hereby designated as the person upon whom service of process shall be had.

**11. PERCENTAGE OF VOTES REQUIRED IN CERTAIN CASES:** The decision on the question of whether to rebuild, repair, restore or sell the property in the event of its damage or destruction, in whole or in part, shall be in accordance with the voting requirements of RCW 64.32.090 (13), the percentage of consenting unit owners being not less than sixty (60%) percent, and RCW 64.32.230, as the same now exists or as they may be hereafter amended.

**12. PROCEDURES FOR SUBDIVIDING OR COMBINING UNITS:** No condominium unit, common element, either general or limited, shall be subdivided or judicially partitioned. Units, common areas and limited common areas and facilities may be combined upon the favorable vote of a majority of the unit owners voting at an annual meeting or at a special meeting noted and called for that purpose. In the event combination be permitted the same shall be accomplished in accordance with the provisions of RCW 64.32.



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**13. OWNERS' ASSOCIATION:**

**13.1 FORM OF ASSOCIATION:** The Owners of Units shall constitute an owners association to be known as Skyline Marine Condominium Association # 18. The Association shall be organized as a nonprofit corporation, no later than 90 days after adoption of this amendment to the Declarations. It will be governed by a Board of not fewer than five nor more than nine directors. The rights and duties of the Board and of the Association shall be governed by the provisions of the Statutes, the Declarations and the Bylaws.

**13.2 BY-LAWS:** The owner or owners of all condominium units in the plat shall adopt By-Laws for the management and administration of the property or for such other purposes not inconsistent with law as are deemed necessary. Such ByLaws shall be adopted or amended at an annual or special meeting called for that purpose following written notice starting the time, place and purpose of such meeting personally delivered or mailed to each condominium unit owner, postage prepaid, not less than ten days in advance of such meeting. Administration and enforcement of the By-Laws and Rules shall be under the direction of the Board of Directors elected from among the unit owners, which Board shall, in turn, elect from among themselves a president, vice-president and a secretary-treasurer or secretary and treasurer. The Board of Directors may provide for the management of the property by manager or managing agent selected for that purpose. The Board of Directors shall have authority from time to time to provide rules governing the conduct of unit owners and their invitees. The fee owners or contract purchasers of condominium units in the Skyline Marine Condominium shall constitute the body of the association of condominium apartment unit owners.

The By-Laws shall be consistent with the provisions of this Declaration.

A quorum shall consist of the members present at any regular or special meeting. Except as herein specifically provided to the contrary or by the provisions of RCW Chapter 64.32 a majority vote of such members present shall be sufficient for the carrying of any proposition.

**14. ASSESSMENTS:** All condominium unit owners are obligated to pay monthly and/or annual assessments imposed by the Board of Directors or the By-Laws of the Association of Condominium Owners to meet the common expenses of the property. Assessments shall be made pro rata according to the percentage of undivided interest in the common areas and facilities and limited common areas and facilities owned by each condominium unit owner. Common expenses may include, but shall not necessarily be limited to premiums or insurance policies of fire and extended coverage upon the property, public liability and property damage, real and personal property taxes and assessments, if any, upon the common areas and facilities and limited common areas and facilities, provided, however, such insurance and the loss provided therefor shall not include the liability for loss of any personal property which may be the property of any of the individual condominium unit owners; the expense of utilities furnished the common areas and facilities; common expenses as defined in RCW 64.32.010 (7); reserved for general operating expenses and for replacement as provided in the By-Laws.

Assessments shall be payable in advance in accordance with the ByLaws and delinquencies may be subject to such penalties as the Board of Directors or the By-Laws shall provide.



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Provided, however, anything herein to the contrary notwithstanding assessments may be based upon a per capita ownership other than pro rata according to the percentage of undivided interest when the assessment or the particular portion thereof is imposed by reason of a charge made or imposed on a per capita or per unit basis or is part of an overall charge which more equitably should be divided and assessed on a per capita rather than a pro rate basis.

15. COLLECTION OF ASSESSMENTS AND SECURITY DEPOSITS: In the event there should be a recurring delinquency in the payment of any assessment or assessments as the same become due and payable by a condominium unit owner or owners, the Association may, in its discretion, pursuant to the rules and regulations which from time to time may be fixed by the Board of Directors pursuant to the By-Laws, required such owner from time to time to make a security deposit not to exceed three months estimated monthly assessments which security deposit shall be held in a separate fund, credited to such member and resort made thereto at any time such member becomes ten days or more delinquent in paying of his monthly assessment or assessments.

The Association may enforce the collection of delinquent assessments in the manner provided in RCW 64.32.200 or by such other lawful means as the Association may deem fit and proper, the remedies provided for, collection of delinquent assessments being deemed to be cumulative in nature and not, exclusive. In accordance with such cited chapter the Association may, upon the giving of ten days written notice, terminate utility services to the unit of any owner who is thirty days or more delinquent in the payment of any assessment and following such termination the utilities shall remain severed until all delinquent assessments have been brought to current status. Or, the Association may impress and collect its lien in the manner given and provided by such chapter. In any action to foreclose such lien or to collect in any other manner, any judgment rendered in favor of the Association shall include therein a reasonable sum for attorney's fees together with costs and expenses reasonably incurred in preparation for and the prosecution of said action together with taxable costs as permitted by law.

16. FILING NUMBER OF SURVEY MAP AND PLANS: The plat of Skyline 18, a condominium, being the property upon which the units are located has been filed in the Office of the Auditor of Skagit County, Washington, on the 26th day of October, 1970, under auditor's file No. 745028. A copy of the engineering plans and specifications has likewise been filed in the Office of the Auditor of Skagit County on the 26th day of October, 1970, as auditor's file No. 745029. By such filings the said plat and plans are by this reference incorporated herein and made an integral part hereof.

17. ENCROACHMENTS: If any portion of the common areas and facilities, general or limited, shall encroach upon any condominium unit, or if any such unit shall encroach upon any other unit, or upon any portion of the common areas and facilities as a result of construction or as a result of settling or shifting a valid easement for the encroachment and its maintenance shall be created and shall exist so long as the structures stand.

18. POWER OF ATTORNEY TO BOARD OF DIRECTORS: Each condominium unit owner grants to the persons who shall from time to time constitute the Board of Directors of the Association, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in



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the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners and to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so Acquired or leased. Any units so acquired, together with any interest in the common elements or in other condominium property appurtenant thereto, shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all condominium unit owners, in proportion to their respective common interests. Any lease covering any condominium unit leased by the Board of Directors or its designee, shall be held by the Association on behalf of all unit owners in proportion to their respective common interests.

19. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES: All present and future owners, tenants, and occupants of condominium units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules adopted pursuant thereto as these instruments may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any such unit shall constitute an acceptance of the provisions of such instruments as they may be amended from time to time by such owner, tenant or occupant. The provisions contained in such instruments shall be deemed to be covenants running with the land and shall bind any persons having at any time any interest or estate in such unit, as though such provisions were cited and fully stipulated in each deed, conveyance or lease thereof.

20. MEMBERSHIP IN SKYLINE BEACH CLUB, INC.: Each owner of the condominium unit in Skyline Marine Condominiums shall likewise be deemed a member of Skyline Beach Club, Inc., a non-profit Washington association, ownership of such condominium unit being inseparably appurtenant to membership in Skyline Beach Club, Inc. Each such owner shall pay, in addition to all assessments and other charges as herein provided, annually, such dues and assessments as shall be from time to time fixed by the said Skyline Beach Club, Inc. Transfer of ownership of any condominium unit shall likewise be deemed to be transfer of membership in Skyline Beach Club, Inc. and the secretary of said Skyline Beach Club, Inc. is hereby appointed as attorney-in-fact for each such owner for the purpose of effecting transfer of membership upon the transfer of ownership of a condominium unit.

21. INVALIDITY: The invalidity of any provision of this Declaration shall not affect in any manner the validity of enforceability of the remainder of this Declaration and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein. .

22. WAIVER: No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may have occurred.



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23. **AMENDMENT OF DECLARATION:** This Declaration may be amended, consistent with Chapter 64.32, Revised Code of Washington, by the concurring vote, either in person or by proxy, of not less than sixty (60%) per cent of the owners of units within the condominium at any annual or special meeting called for that purpose, notice of which meeting has been given in writing not less than ten days prior to the date of such meeting except that any amendment altering the value of the property and of each unit and the percentage of undivided interest in the common areas and facilities shall require unanimous consent of all unit owners.

IN WITNESS WHEREOF said limited partnership has caused this instrument to be executed by its duly authorized signators on this 23rd day of October, 1970, in the City of Everett, County of Snohomish, and State of Washington.

SKYLINE MARINE CONDOMINIUM

SKYLINE ASSOCIATES,  
a limited partnership

s/b Harry Davidson  
General Partner



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EXHIBIT "A"

<u>UNIT OR UNITS NO.</u>	<u>VALUE (SELLING PRICE) PER UNIT</u>	<u>% OF UNDIVIDED INTEREST IN GENERAL AND LIMITED COMMON AREAS AND FACILITIES PER UNIT</u>
1	\$4,000.00	.5999
2	3,950.00	.5924
3	3,950.00	.5924
4	3,925.00	.5886
5	3,900.00	.5849
6	3,900.00	.5849
7	3,875.00	.5811
8	3,850.00	.5774
9	3,850.00	.5774
10	3,825.00	.5736
11	3,800.00	.5699
12	3,800.00	.5699
13	3,775.00	.5661
14	3,750.00	.5624
15	3,750.00	.5624
16	3,725.00	.5586
17	3,700.00	.5549
18	3,700.00	.5549
19	3,675.00	.5511
20	3,650.00	.5474
21	3,650.00	.5474
22	3,600.00	.5399
23	3,600.00	.5399
24	6,800.00	1.0198
25	6,725.00	1.0086
26	6,650.00	.9973
27	6,600.00	.9898
28	6,525.00	.9786
29	6,450.00	.9673
30	6,400.00	.9598
31	5,600.00	.8398
32	3,000.00	.4499
33	3,000.00	.4499
34	3,025.00	.4537
35	3,050.00	.4574
36	3,075.00	.4612
37	3,100.00	.4649
38	3,100.00	.4649
39	3,125.00	.4687
40	3,150.00	.4724
41	3,175.00	.4762
42	3,200.00	.4799
43	3,200.00	.4799
44	3,225.00	.4837
45	3,250.00	.4874
46	3,250.00	.4874
47	3,275.00	.4912
48	3,300.00	.4949
49	3,300.00	.4949
50	3,325.00	.4987
51	3,350.00	.5024
52	3,375.00	.5062
53	3,400.00	.5099
54	5,700.00	.8548
55	5,675.00	.8511
56	5,650.00	.8473
57	5,650.00	.8473
58	5,625.00	.8436
59	5,600.00	.8398
60	5,600.00	.8398

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EXHIBIT "A" (PAGE 2)

UNIT OR UNITS NO.	VALUE (SELLING PRICE) PER UNIT	% OF UNDIVIDED INTEREST IN GENERAL AND LIMITED COMMON AREAS AND FACILITIES PER UNIT
61	\$5,575.00	.8361
62	5,550.00	.8323
63	5,525.00	.8286
64	5,500.00	.8248
65	5,500.00	.8248
66	5,475.00	.8211
67	5,475.00	.8211
68	5,450.00	.8173
69	5,450.00	.8173
70	5,400.00	.8098
71	5,400.00	.8098
72	5,350.00	.8023
73	5,350.00	.8023
74	5,300.00	.7949
75	5,300.00	.7949
76	5,800.00	.8698
77	5,700.00	.8549
78	5,200.00	.7799
79	5,200.00	.7799
80	5,250.00	.7873
81	5,250.00	.7873
82	5,300.00	.7949
83	5,300.00	.7949
84	5,350.00	.8023
85	5,350.00	.8023
86	5,375.00	.8061
87	5,375.00	.8061
88	5,400.00	.8098
89	5,400.00	.8098
90	5,425.00	.8136
91	5,450.00	.8173
92	5,475.00	.8211
93	5,500.00	.8248
94	5,500.00	.8248
95	5,525.00	.8286
96	5,550.00	.8323
97	5,550.00	.8323
98	5,575.00	.8361
99	5,600.00	.8398
100	4,100.00	.6149
101	4,075.00	.6111
102	4,050.00	.6074
103	4,050.00	.6074
104	4,025.00	.6036
105	4,000.00	.5999
106	4,000.00	.5999
107	3,975.00	.5961
108	3,950.00	.5924
109	3,925.00	.5886
110	3,900.00	.5849
111	3,900.00	.5849
112	3,875.00	.5811
113	3,850.00	.5774
114	3,825.00	.5736
115	3,800.00	.5699
116	3,800.00	.5699
117	3,775.00	.5661
118	3,750.00	.5624
119	3,725.00	.5586
120	3,700.00	.5549

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EXHIBIT "A" (PAGE 3)

<u>UNIT OR UNITS NO.</u>	<u>VALUE (SELLING PRICE) PER UNIT</u>	<u>% OF UNDIVIDED INTEREST IN GENERAL AND LIMITED COMMON AREAS AND FACILITIES PER UNIT</u>
121	\$3,700.00	.5549
122	3,900.00	.5849
123	3,900.00	.5849
124	3,700.00	.5549
125	5,800.00	.8698
126	5,800.00	.8698
127	3,700.00	.5549
128	3,900.00	.5849
129	3,900.00	.5849
130	3,700.00	.5549
131	3,700.00	.5549
132	3,725.00	.5586
133	3,750.00	.5624
134	3,775.00	.5661
135	3,800.00	.5699
136	3,800.00	.5699
137	3,825.00	.5736
138	3,850.00	.5774
139	3,875.00	.5811
140	3,900.00	.5849
141	3,900.00	.5849
142	3,925.00	.5886
143	3,950.00	.5924
144	3,975.00	.5961
145	4,000.00	.5999
146	4,000.00	.5999
147	4,025.00	.6036
148	4,050.00	.6074
149	4,050.00	.6074
150	4,075.00	.6111
151	4,100.00	.6149

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EXHIBIT "B"

There are specifically reserved to Skyline Associates, a limited partnership, the following easements:

- (a) An easement over, along, across and under the main access ramp and dock, commencing at the North Boundary of Tract A and running thence northerly to the South line of the most Northerly East-West pier.
- (b) An easement over, along, across and under said most Northerly East-West pier, which said pier is common to and provides access to, egress from and boundaries for Units 24 through 30, both inclusive.
- (c) An easement located within Tract A for the purpose of placing thereon underground storage tanks and appurtenances, whether located above or underground for petroleum products, together with the right of ingress and egress to and therefrom and together with rights of way for the laying of pipes, lines and conduit from said storage tanks and appurtenances to the easement described in subparagraph (a) hereinabove. The exact location and size of such easement to be as hereinafter established upon the ground and within, over, under, along and across said Tract A.
- (d) An easement for ingress, egress, turn around and temporary moorage of watercraft through, over, along and across the most Northerly common and limited areas as shown on the recorded plat of said Division No.18, said easement being more particularly described as follows:

Commencing at the Northwest corner of unit 24;  
thence Easterly along the North line of Units 24 through 30, both inclusive, to the Northeast corner of Unit 30;  
continuing thence Easterly along a line parallel to the North line of the said plat to its intersection with the East line of said plat;  
thence North 16° 02' 45" East to the Northeast corner of said plat;  
thence North 72° 41' 06" West along the North line of said plat to the Northwest corner, thereof;  
thence South 16° 02' 45" West along the West line of said plat to a point thereon which point is the point of intersection of the West line of said plat and a line commencing at the point of beginning and extended North 72° 41' 06" west;  
thence South 72° 41' 06" East to the point of beginning.

- (d) The conditions upon which the easements are reserved are as follows:
  - (1) Easements as set forth in Subparagraphs (a), (b) and (d) hereof shall be for the exclusive use and benefit of members of the Association of Condominium unit Owners, Declarant and its successors and assigns, members of Skyline Beach Club, Inc., and the social, business or casual invitees, customers or patrons of any of said aforedescribed persons or entities.



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Exhibit B continued

- (2) The easement reserved by Subparagraph (c) hereof shall be restricted in use to the declarant, its successors and assigns.
- (3) All easements shall be perpetual in relation.
- (4) Declarant reserves the right to grant, convey, transfer, cancel, relocate or otherwise deal with any and all such easements as now or hereafter located.



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