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Skagit County Auditor

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5 2:09PM

Return Address:

IVANA WOOD
20295 GARDNER CT.
BURLINGTON, WA 98233

Document Title:

CASCADE COMMON'S BYLAWS CHANGE

Reference Number (if applicable):

200610030109

Grantor(s):

additional grantor names on page ___.

- 1) CASCADE COMMONS HOA
- 2) _____

Grantee(s):

additional grantor names on page ___.

- 1) PUBLIC
- 2) _____

Abbreviated Legal Description:

full legal on page(s) ___.

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ___.

DOCUMENT

**ACTION BY BOARD OF DIRECTORS
OF CASCADE COMMONS CONDOMINIUM OWNERS ASSOCIATION**

Pursuant to the provisions of the Washington Business Corporation Act, RCW 23B.08.210, RCW 24.03.465 and RCW 24.06.510, as applicable, the undersigned directors, being all of the members of the Board of Directors of Cascade Commons Condominium Owners Association, a Washington non-profit corporation (the "Association"), acting in their capacities as directors and as a Board of Directors hereby adopt the following resolutions:

WHEREAS: Cascade Commons, a Condominium, (the "Condominium") is a condominium as described in Skagit County Auditor's File Number 200610030109 and as amended under that certain First Amendment to Cascade Commons as recorded under Skagit County Auditor's File Number 200810170074, and as amended again under that certain Second Amendment to Cascade Commons as recorded under Skagit County Auditor's File Number 201409230041. The Condominium is subject to that certain Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200610030110, and as amended under that certain First Amendment to the Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200810170075, and as amended under that certain Second Amendment to the Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200901200024, and as amended under that certain Third Amendment to the Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 201409230040. The Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200610030110 and all amendments thereto are collectively referred to as the "Condominium Declaration".

WHEREAS: article 12.12.12 of the Declaration and Covenants, Conditions, Restrictions and Reservations for Cascade Commons, a Condominium states that the Association may establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent; and

WHEREAS: the Association finds it necessary to establish and enforce late charges at this time as numerous members of the Association are delinquent in payment of their Assessments; and

NOW THEREFORE,

IT IS RESOLVED, the Board of Directors of the Association, by unanimous consent, hereby establishes the following procedures for delinquent Assessments:

1. Association Assessments are due on the first of each month. There will be a ten-day grace period and on the eleventh day the Assessment will be delinquent and a \$25.00 late fee will be assessed to the member(s) associated with the account.
2. Delinquent Assessments shall bear interest from the date of delinquency at the rate of 12% per annum, or the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.
3. The Association may formally file a lien with the Skagit County Auditor's Office sixty (60) days after any Assessment becomes delinquent and pursue legal action to collect on the lien.

Execution of this Consent, which may be accomplished in counterparts, constitutes a waiver of any notice required under the Washington Business Corporation Act or the Articles of Incorporation or Bylaws of this Association.

ASSOCIATION OFFICERS

DIRECTORS / OFFICERS

DATE OF EXECUTION

Ivana Wood
IVANA WOOD, President, Director

Nov. 5, 2015

Sharon Merrion
SHARON MERRION, Vice-President, Director

Nov 5, 2015

Melanie Foley
MELANIE FOLEY, Secretary, Treasurer, Director

11/5, 2015

**ACTION BY BOARD OF DIRECTORS AND UNIT OWNERS
OF CASCADE COMMONS CONDOMINIUM OWNERS ASSOCIATION
BY WRITTEN CONSENT**

Pursuant to the provisions of the Washington Business Corporation Act, RCW 23B.08.210, RCW 23B.07.040, RCW 24.03.465 and RCW 24.06.510, as applicable, the undersigned directors, being all of the members of the Board of Directors of Cascade Commons Condominium Owners Association, a Washington non-profit corporation (the "Association"), and the unit owners of the Association, acting in their capacities as directors, as a Board of Directors and unit owners hereby adopt the following resolutions:

WHEREAS: Cascade Commons, a Condominium, (the "Condominium") is a condominium as described in Skagit County Auditor's File Number 200610030109 and as amended under that certain First Amendment to Cascade Commons as recorded under Skagit County Auditor's File Number 200810170074, and as amended again under that certain Second Amendment to Cascade Commons as recorded under Skagit County Auditor's File Number 201409230041. The Condominium is subject to that certain Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200610030110, and as amended under that certain First Amendment to the Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200810170075, and as amended under that certain Second Amendment to the Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200901200024, and as amended under that certain Third Amendment to the Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 201409230040. The Declaration and Covenants, Conditions and Restrictions and Reservations for Cascade Commons, a Condominium, as recorded under Skagit County Auditor's File Number 200610030110 and all amendments thereto are collectively referred to as the "Condominium Declaration".

WHEREAS: and the members of the Association have determined that it is in the best interest of the Association to limit to forty-nine percent (49%) the percentage of units in the Association that may be rented to non-owners (anyone other than a unit-owner as defined in the Declaration) at any given time;

NOW THEREFORE,

IT IS RESOLVED, the Association hereby authorizes Ivana Wood, the President of the Association, and Melanie Foley, the Secretary of the Association to execute an amendment to the Condominium and Condominium Declaration limiting to

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forty-nine percent (49%) the percentage of units in the Association that may be rented to non-owners (anyone other than a unit-owner as defined in the Declaration) at any given time; and

IT IS RESOLVED, the Association approves the following language to be added to the Condominium Declaration of Cascade Commons:

ARTICLE 24

24. Leasing Restrictions. After recording of the Fourth Amendment to the Declaration and Covenants, Conditions, Restrictions and Reservations for Cascade Commons, a Condominium, no more than forty-nine percent (49%) of the units in Cascade Commons, a Condominium, may be rented or leased to non-owners at any given time. Any lease of a unit of the Condominium shall be limited to a term of one (1) year. Notwithstanding the above, any lease or sublease or tenancy arrangement in existence on the date that the Fourth Amendment to the Declaration and Covenants, Conditions, Restrictions and Reservations for Cascade Commons, a Condominium, is recorded may continue until its expiration or until the unit is sold, whichever comes first. All leases that are executed after the Fourth Amendment to the Declaration and Covenants, Conditions, Restrictions and Reservations for Cascade Commons, a Condominium, is recorded must be reviewed and approved by the Association.

Execution of this Consent, which may be accomplished in counterparts, constitutes a waiver of any notice required under the Washington Business Corporation Act or the Articles of Incorporation or Bylaws of this Association.

ASSOCIATION OFFICERS

DIRECTORS / OFFICERS

DATE OF EXECUTION

Ivana Wood
IVANA WOOD, President, Director

Nov 5th, 2015

Sharon Merrion
SHARON MERRION, Vice-President, Director

Nov 5th, 2015

Melanie A Foley
MELANIE FOLEY, Secretary, Treasurer, Director

11/5, 2015