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04/24/2023 03:08 PM Pages: 1 of 5 Fees: \$207.50  
Skagit County Auditor

After recording return to:

Adelstein, Sharpe & Serka LLP  
Post Office Box 5158  
Bellingham, WA 98227  
(360) 671-6565

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**Grantor:** Roosevelt Business Center Condominium Association, a Washington Non-Profit Corporation  
**Grantee:** Roosevelt Business Center Condominium Association, a Washington Non-Profit Corporation  
**Legal Description:** Lots 47, 48, 49 except East 30 feet, Parker Business Center  
**Assessor's Parcel/Tax I.D. Number:** P106641; P106642; P106643; P106644  
P106645; P106646; P106647  
**Reference No.:** 9501170108

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**FIRST AMENDMENT TO DECLARATION FOR  
ROOSEVELT BUSINESS CENTER, A CONDOMINIUM**

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THIS FIRST AMENDMENT TO DECLARATION FOR ROOSEVELT BUSINESS CENTER, A CONDOMINIUM ("First Amendment") is made and entered into this 1<sup>st</sup> day of January, 2023, by Roosevelt Business Center Condominium Association, a Washington Non-Profit Corporation (the "Association"). This First Amendment is made with reference to the following facts:

**RECITALS**

**A. Declaration.** The Declaration for Roosevelt Business Center, a Condominium, was recorded in the Skagit County Auditor's Office on January 17, 1995, under Auditor's File No. 9501170108 (the "Declaration"). Capitalized but undefined terms in this First Amendment have the meaning given to them in the Declaration.

**B. Amendment.** The Association desires to amend the Declaration to change how each Unit's percentage interest in the Common Elements and share of common expenses is allocated. The Association further desires to amend the Declaration to eliminate assigned parking spaces.

**C. Approval.** This First Amendment has been duly approved in accordance with the requirements of the Washington Condominium Act, RCW Ch. 64.34 and the Declaration. In accordance with Section 21.1 of the Declaration, this First Amendment has been unanimously approved by the Board of Directors and Owners of Units within the Association. Any Mortgagee has been given the required notice of this First Amendment and has either approved or failed to respond, which failure shall be deemed an approval under the Declaration.

NOW, THEREFORE, the Association hereby adopts the following amendment:

**AMENDMENT**

1. **Article 8.** Article 8 of the Declaration is hereby deleted and replaced with the following:

**ARTICLE 8**

**PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS**

The percentages of interest for each Unit in the Property are expressed in Exhibit "C" attached hereto. Each Unit includes all the Limited Common Elements appertaining thereto and the percentage of undivided interest in the Common Elements appertaining thereto. Each Unit's percentage interest in the Common Elements and share of common expenses is calculated by dividing the square footage for such Unit declared in Exhibit "C" by the square footage for the entire Property as declared in Exhibit "C". The undivided interest and share of common expenses appertaining to each Unit cannot be changed except as provided in Article 21. The undivided interest in the Common Elements and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title of the Unit.

2. **Section 7.2.** All sentences except the first sentence of Section 7.2 are hereby deleted.

3. **Section 7.3.** Section 7.3 is hereby deleted in its entirety.

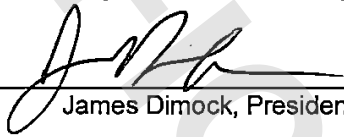
4. **Exhibit C.** Exhibit C, Page 1 of the Declaration is hereby deleted and replaced with the following:

<b><u>Unit</u></b>	<b><u>Square Footage</u></b>	<b><u>Percentage of Total</u></b>
Unit 1	1,200	10.71%
Unit 2	1,440	12.86%
Unit 3	1,520	13.57%

Unit 4	2,320	20.71%
Unit 5	2,160	19.29%
Unit 6	1,280	11.43%
Unit 7	1,280	11.43%
Total	11,200	100.00%

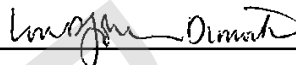
WHEREFORE, the Association has adopted this First Amendment as of the date first written above.

**Roosevelt Business Center Condominium Association,  
a Washington Non-Profit Corporation**

  
\_\_\_\_\_  
James Dimock, President

Attestation of Secretary:

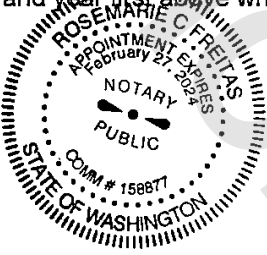
Pursuant to Section 21.1 of the Declaration, I, Lucy D. Johnson Dimock, state as follows: I am the duly authorized Secretary of Roosevelt Business Center Condominium Association, a Washington Non-Profit Corporation. The foregoing First Amendment to Declaration was properly adopted in accordance with the requirements of the Declaration.

  
\_\_\_\_\_  
Secretary

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 3 day of April, 2023, before me personally appeared **JAMES DIMOCK**, to me known to be the President of Roosevelt Business Center Condominium Association, a Washington Non-Profit Corporation, the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

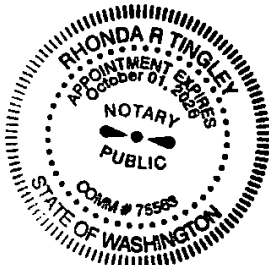


Rosemarie C. Freitas  
NOTARY PUBLIC, in and for the State of Washington, residing at: Mount Vernon  
Printed Name: Rosemarie C. Freitas  
My Commission expires: 2/27/2025

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 5th day of April, 2023, before me personally appeared Lori D. Johnson Dimock, to me known to be the Secretary of Roosevelt Business Center Condominium Association, a Washington Non-Profit Corporation, the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Rhonda R. Tingley  
NOTARY PUBLIC, in and for the State of Washington, residing at: Burlington  
Printed Name: Rhonda R. Tingley  
My Commission expires: 10-1-2026

**EXHIBIT A  
LEGAL DESCRIPTION**

**Phase I (Units 1 through 7)**

**Parcel A:**

Lot 47 and the East 30.00 feet of Lot 48, PARKER BUSINESS CENTER, according to the plat thereof recorded in Volume 11 of Plats, Pages 91 through 96, records of Skagit County, Washington.

**Parcel B:**

Lot 48 except the East 30.00 feet thereof, TOGETHER WITH the East 30.00 feet of Lot 49, PARKER BUSINESS CENTER, according to the plat thereof recorded in Volume 11 of Plats, Pages 91 through 96, records of Skagit County, Washington.

ALL BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record.

Situate in the County of Skagit, State of Washington.

**Phase II (if constructed)**

Lot 49, EXCEPT the East 30.00 feet thereof, PARKER BUSINESS CENTER, according to the Plat thereof recorded in Volume 11. of Plats, Pages 91 through 96, records of Skagit County, Washington.

ALL BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record.

Situate in the County of Skagit, State of Washington.