

**RETURN ADDRESS (Name and Mailing)**

Seaview Condominium Homeowners' Association

c/o Powell & Seiler and Co.

P.O. Box 676

Long Beach, WA. 98631

**DOCUMENT TITLE(S)**

1. DECLARATION AND COVENANTS, CONDITIONS, AND RESTRICTIONS (CC+RS) FOR SEAVIEW CONDOMINIUMS
- 2.
- 3.

**REFERENCE NUMBER(S) of Documents assigned or released:**

(5): Book 8109, page: 375+; Book 9311, page 115+; Book 9404, page 590+; Book D2, page 116; AFIN # 3194627

**GRANTOR(S) (Last name, first name, middle initials)**

1. Seaview Condominiums Homeowners' Association
- 2.
- 3.

**GRANTEE(S) (Last name, first name, middle initials)**

1. Public (for information)
- 2.
- 3.

**LEGAL DESCRIPTION (abbreviated: i.e. lot, block, plat OR section, township, range, quarter/quarter section)**

Tract 10, Cape Cod Moor, According to the Plat Thereof Recorded at Volume D2 at Plats, page 116, in the Office of the Auditor of Pacific County, Washington. Including map numbers: CN Seaview-1 1-16; CN Seaview-2 1-14; 30 units.

**ASSESSOR'S 11 DIGIT PARCEL NUMBER(S)**

30 parcels: 79523000001 - 79523000014; 79522000001 - 79522000016

**AFFIDAVIT: EMERGENCY NON-STANDARD RECORDING**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**Exhibit A**

**DECLARATION AND  
COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)  
FOR  
SEAVIEW CONDOMINIUMS**

**January 6, 2025**

**Supersedes all Prior CC&Rs and Bylaws Documents**

**Total Pages: 46 (including this Cover page and Table of Contents)**

This document contains the most recent and accurate Declaration and Covenants, Conditions and Restrictions for Seaview Condominiums, as well as its Bylaws. It replaces and supersedes any previous versions of said document, including recordings with Pacific County from 1981, 1993, 1994 and 2020. Cover pages of which can be found in the Exhibits at the back of this document.

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## Article 1:

### Definitions

**Section 1.1 Statutory Definitions.** Terms used herein which are defined in the Horizontal Property Regimes Act of the State of Washington (RCW 64.32), which is hereinafter called the "Act", shall have the same meaning as in the Act, except the term "unit" is herein substituted and shall have the same meaning as the term "apartment", as the latter is defined in the Act.

**Section 1.2 Words Defined.** For the purpose of this Declaration and any amendments hereto, the following definitions shall apply.

**1.2.1 Association** shall mean the Seaview Condominium Association, the Association to which all unit owners in the Condominium automatically become members upon the purchase of a unit with all the powers granted to it by the Act, this Declaration and the Bylaws.

**1.2.2 Board** shall mean the Board of Directors of the Association.

**1.2.3 Bylaws** shall mean the Bylaws of the Association as adopted pursuant to Section 16.2.

**1.2.4 Common Area and Common Areas and Facilities** shall mean the common areas and facilities as defined in the Act, including all personal and real property which have been submitted to this Declaration and/or purchased on behalf of or by the Association, for the Condominium.

**1.2.5 Condominium** shall mean the Horizontal Property Regime created by this Declaration.

**1.2.6 Declarant** shall mean Timothy Brosnan, his representatives, successors and assigns.

**1.2.7 Declaration** shall mean this Declaration and Covenants, Conditions, Restrictions, and Reservations for the Association, as it may from time to time be amended.

**1.2.8 Development Stage or Stages** shall mean the period of time between the first sale of a unit and the last sale of a unit in each phase which has been submitted to the Act pursuant to this Declaration.

**1.2.9 Limited Common Areas** means any limited common areas and facilities, as defined in the Act and which shall include, but not be limited to, all personal property within the units purchased on behalf of or by the Association for the furnishing of said units.

**1.2.10 Mortgagee** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a unit created by a mortgage or deed of trust, and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a unit.

**1.2.11 Percentage of Interest** shall mean the percentage of undivided interest in common areas and facilities appertaining to each owner's unit with respect to a unit for all

purposes, including voting. In the case of multiple owners of one unit, the said owners shall nominate and appoint one of the owners only who shall have the right to vote the full percentage of interest in their unit.

**1.2.12 Survey Map and Plans** shall mean the Survey Map and the Plans recorded simultaneously with this Declaration and any amendments, corrections and addenda thereto subsequently recorded.

## **Article 2:**

### **Submission of the Property of the Condominium Statute**

Declarant, being the sole owner of the property, makes this Declaration for the purpose of submitting the property to the condominium form of use and ownership and to the provisions of the Act. Declarant declares that the property shall be held, used, conveyed, encumbered, leased, occupied, rented, and improved subject to covenants, conditions, restrictions, reservations, and easements stated in this Declaration, all of which are in furtherance of the division of the property into condominium units and common areas and facilities and shall be deemed to run with the land and be a burden and benefit to Declarant and all persons who own or acquire an interest in the property or any part thereof, and their guaranties, successors, heirs, executors, administrators, and assigns.

## **Article 3:**

### **Phased Development: Description of Land**

#### **Section 3.1 Development in Phases.**

**3.1.1** It is proposed that this condominium be established in at least one and possibly two phases. This Declaration provides a description of the land, common and limited common areas for all phases and the units for Phases 1 and 2. Provisions regarding Phase 1 shall be effective immediately to establish Phase 1 as a condominium. All of the units, common area, limited common area in any existing phase are incorporated within the next succeeding phase. The provisions contained herein regarding subsequent phases shall supersede those for Phase 1 and preceding phases at such time as Declarant records a Survey Map and Plans and a certificate amending this Declaration describing all units added to the previous phase and stating that the Survey Map and the Plans filed from time to time or herewith filed accurately depict, as built, all the units included in a subsequent phase. In conjunction with any amendment to the Declaration contained in the as-built certificate, and updated Survey Map or updated Plans or both as required by statute shall be filed, if not previously filed or if previously drawings affecting such phase lack required detail or the required certification.

**3.1.2** All common facilities for each phase shall be utilized by the unit owner of the next succeeding phase as it is established, and the additional unit owners will, after the

commencement of the subsequent phase, also share in the expense of such common facilities. Unit owners in a prior phase will utilize the common facilities for the subsequent phases and also share in the expense thereof.

**3.13** Declarant expects to complete all phases, but is not required to complete any phase subsequent to Phase 1. If such additional phases are not in fact completed, Phase 1 or any then existing phase shall constitute a complete and fully operational condominium, and the land described for a phase not completed and included in an existing phase may be used for any other lawful purpose in Declarant's discretion. Access over and across Phase 1 and subsequent existing phases is reserved to Declarant or Declarant's successors or assigns over the easements, roadways, utility lines specified or established in and for Phase 1 and subsequent existing phases and the right to connect thereto is reserved, such reservations being for the purpose of either completing subsequent phases, or otherwise developing portions of the land for other purposes if not completed as a condominium phase.

**Section 3.2 Description of the Land.** The land on which the buildings and improvements of the several condominium phases provided for in this Declaration are or are to be located is described for Phase 1 and subsequent phases in Exhibit A attached hereto.

**Section 3.3 Quality of Construction in Subsequent Phases.** All improvements constructed in subsequent phases shall be of construction quality comparable to or better than that of Phase 1.

#### Article 4:

##### Description of Buildings

(As amended June 12, 1993 at the annual meeting of the Seaview Condominium Association.)

All units in the buildings located on the Parcel are delineated in Exhibit A attached herein and made a part of this Declaration, and are legally described as follows:

**Section 4.1** Phase 1 of the Condominium includes one apartment building, containing sixteen units numbered 1 through 16. The building is a two-story structure, 30 feet by 184 feet, not including stairways.

**Section 4.2** The building is of wood frame construction with brick veneer on concrete foundations, with slab on grade, with asphalt shingle roof.

**Section 4.3** Phase 1: Units 1, 2, 7 through 10, 15 and 16 have approximately 770.67 square feet and have four rooms, and units 3 through 6, and units 11 through 14, have approximately 544.72 square feet, and have three rooms. Addresses of the sixteen (16) units in Phase 1 are as follows: 1420 48<sup>th</sup> Place Unit B1 through B17. Excluding B13.

**Section 4.4** Phase 2: Units 1 through 15 have approximately 770.67 square feet and have four rooms. Addresses of the fourteen (14) units in Phase 2 are as follows: 1410 48<sup>th</sup> Place Unit A1 through A15. Excluding A13.



## Article 5:

### Common Areas, Facilities and Easements

**Section 5.1 Common Areas and Facilities.** The common areas and facilities, and approximately four undeveloped acres in back, consist of those specified in the Act, the parking spaces depicted on the Survey Map and Plans, land as described, walkways, plantings, lawn and garbage can storage area and driveways; foundations, columns, beams, exterior and division walls and floor and roof structures; central service installations, including electrical service, water service, drainage facilities and that portion of telephone service system not furnished and owned by the telephone company; and all duct work, and in general all apparatus and installations existing for common use.

**Section 5.2 Sheds.** At the time that the development was first constructed, there was no formal process, codes, covenants or restrictions regarding sheds. Over time, the various Boards who governed the Association granted individual owners the right to build sheds in the undeveloped area behind building B (to the East).

**5.2.1** Anything not specified herein regarding sheds shall be left up to the discretion of the current Board Members. This includes any and all decisions about number of sheds, size, color, placement, removal and replacement, whether a new or replacement shed can be built, etc. This also includes the construction, installation or building of any sheds after August 16, 2023.

**5.2.2** Any shed existing on the property as of August 15, 2023 will be allowed to exist on the property, until such time as it is determined to have fallen into disrepair by the current Board Members. In addition, there will be space for up to 4 sheds in the East/West row, one of which may be included in the list of existing sheds on August 15, 2023.

**5.2.3** The sheds will conform to two 'rows' of units, one running North to South behind Building B (this row already exists), and a smaller one running East to West along the Southern edge of the property, creating an 'L' shaped collection of sheds, all of which are visible at once; no shed shall obscure the view of any other. The smaller, East to West row of sheds, currently has one (of four) sheds as of August 15, 2023.

**5.2.4** If the Board Members determine that a shed has fallen into disrepair and is condemned, the Board will give the owner 60 days' notice that the shed must be removed. Failure to comply with this notice will result in: a) The shed and its contents being dismantled and disposed of, and b) the owner of the shed will cover the costs associated with the dismantling and removal.

**5.2.5** Ownership of a shed is neither implied nor guaranteed by the Association. Those sheds existing on the property as of August 15, 2023 will be allowed to exist until they are condemned. At that point, the owner of the condemned shed will be permitted to replace it, assuming that a) the current accepted model of shed will fit in the position the condemned shed held, including any 'workspace' around the shed required to build a new shed or maintain the

grounds, and b) the cost of the shed and its installation shall be borne by the owner of the condemned shed, and c) the owner requests in writing to the Board that he/she would like to replace the shed in question.

**5.2.6** If, for some reason, a shed that is dismantled and removed leaves insufficient space for a new shed to be constructed in its space (for example, the space left by the removal of a shed is only 6.5 wide, and the current shed requirements call for a 6 foot wide shed with at least 2 feet on either side of it for maintenance), then the owner of the dismantled shed forfeits any right to rebuild a shed on the property.

**5.2.7** Sheds that are built, constructed or installed that have not been approved by the current Board will result in a fine of \$500 levied against the condo owner who is responsible for the shed. This fine will be repeated on the first day of each subsequent month, until four (4) fines have been levied by the Board, or until the shed is removed from the property, whichever comes first. If the shed still exists after four fines (\$2,000) have been issued, the shed will be dismantled and removed as outlined in section 5.2.4 above.

**5.2.8** If an owner intends to sell his/her condo - and that condo owner has an existing shed - the owner must inform the Board so that its members can evaluate the condition of the shed. If the shed in question is determined to be in disrepair, then the Board will offer the owner some monetary compensation for the shed, based on its current state of disrepair. The owner will then not 'own' a shed anymore, and can not list such an item in the selling of the condo, nor promise any potential buyers that they might be able to construct a shed. At that point, section 5.2.1 (above) will prevail.

**5.2.9** The property manager (or Board members) shall keep a list of current sheds and their respective owners. No condo owner may have more sheds than he/she owns units.

## **Article 6:**

### **Description of Limited Common Areas and Facilities**

**Section 6.1** Limited common areas shall consist of walkways attached to each unit. Each limited common area with the exception of the personalty is depicted on said Survey Map and Plans with reference to the building and unit number to which it appertains. The limited common area is reserved for the sole use of the unit owners of a respective unit and unit owners of other units during their occupancy of such unit.

## **Article 7:**

### **Access**

**Section 7.1 Access to Common Areas.** Each unit has direct access to common area walks, parking areas and driveways.

**Section 7.2 Access to Public Streets.** Such common areas have a direct access to a public street. The right to an egress from each unit shall be perpetual and appurtenant to each unit.

#### **Article 8:**

#### **Value of Property and Each Unit and Percentage of Undivided Interest in**

#### **Common Areas and Facilities**

**Section 8.1 Value of Phases.** For the purpose of meeting certain requirements of the Act, the value of the property in Phase 1 and subsequent phases and the values and percentage of interest in the common areas and facilities of each unit for all purposes are set forth in Exhibit B attached hereto. The values do not necessarily reflect the amount for which a unit owner or unit will be sold by Declarant or others, and will not be altered by variations in selling prices.

**Section 8.2 Phase Percentages.** It is specifically covenanted that the percentages of Phase 1 area calculated with relation to the total of the values of those units within Phase 1. At such time as subsequent phases are made effective pursuant to Article 3 above, the percentages thereafter affected shall be those values as set forth and filed in the form of an amendment to this Declaration and the Survey Map and Plans. The unit percentage interest shall be computed by taking as a basis the value of the unit in relation to the total value of the property for all phases then recorded. For determining at any time the percentage interest of one or more phases in accordance with the form as set forth in the Act (RCW 64.32.050(1)), the value of subsequent phases is set forth in Exhibit B.

#### **Article 9:**

#### **Permitted Use**

(As amended June 12, 1993 and August 17, 2024 at the annual meeting of the Seaview Condominium Association.)

The units and Common Elements shall be occupied and used as follows:

**Section 9.1 Purpose of Property.** No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each unit shall be used as a residence for a single family or such other use permitted by this Declaration and for no other purpose. The head of household for each "family unit" must be 40 years old or older.

**Section 9.2 Family Units.** The respective “family units” shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than one (1) year. Other than the foregoing obligations the owners of the respective “family units” shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and Regulatory Agreement attached hereto.

**Section 9.3 Pets.** No animals, dogs, cats, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements.

**Section 9.4 Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

**Section 9.5 Smoking and Vaping.** The Seaview Condos are a “No Smoking Condo Property”: Smoking or vaping of any substance is expressly prohibited within units or within 50 feet of either building. This also includes e-Cigarettes of any kind.

**Section 9.5.1** Outside smoking or vaping must be 50 feet from buildings.

**Section 9.5.2** Condo Owners are responsible for ensuring that their tenants, renters and guests are aware that smoking, vaping and e-cigarettes are prohibited.

**Section 9.5.3** Complaints of smoking or vaping - of any substance - will result in an immediate fine of \$500. There is no first warning. Each subsequent complaint will result in another \$500 fine.

**Section 9.5.4** There is no limit to the number of fines that could be assessed upon a condo owner (or their guests and tenants) who is in violation of this section.

**Section 9.6 Implementation of Rules.** The Seaview Condo Association Board shall create and distribute a set of Rules by which the condo owners, guests, tenants, renters, family members and anyone else who shall visit the property will be required to comply with. These Rules will serve the purpose of maintaining the integrity, safety and quality of the buildings and grounds, as well as ensuring that all owners are able to enjoy their condos without external distractions.

**Section 9.6.1** The Rules will be made available to any condo owner upon request. Additionally, the Rules will be distributed to any potential buyer via the ‘resale certificate’ process executed by the Association’s accounting firm.

**Section 9.6.2** Condo owners will be responsible for ensuring that their guests are aware of the Rules at all times. Additionally, condo owners will be required to obtain a signed copy of the Rules from their renters, indicating that they have read and understand them.

**Section 9.7 Outdoor Decorations & Attachments to the Buildings.** The provisions outlined herein are not intended to penalize any condo owner for outdoor decorations or building attachments that were in place on September 15, 2024. Those specific decorations and attachments shall be exempted from these provisions.

**Section 9.7.1** There shall be no more than 2 planter boxes per unit residing on a railing. The planter boxes residing on such a railing must not be contributing to the wear and tear of the railing. Any such damage will be the responsibility of the condo owner.

**Section 9.7.2** Anything attached (i.e., hung, mounted, etc) to any part of the buildings must use existing hardware (i.e., hardware in place as of Sept, 15, 2024).

**Section 9.7.3** No additional hardware (i.e., screws, nails, flagpoles, hooks, etc) of any kind shall be attached to any structure of the buildings (i.e., walls, railings, roof, posts, etc) without prior, written approval from the Board.

**Section 9.7.4** To ensure safe passage in case of emergency, no items on any walkways (i.e., chairs, benches, tables, etc) shall protrude more than 29 inches from the building wall.

**Section 9.7.5** There shall be no more than 2 hanging items (i.e., planter baskets, buoys, flags, windsocks, etc) per unit.

## **Article 10:**

### **Entry for Repairs**

The Association and its agents or employees may enter any unit and limited common areas appurtenant thereto to effect repairs, improvements, replacements, or maintenance deemed by the Board to be necessary in the performance of its duties. Except in the cases of great emergency that preclude advance notice, the Board shall cause the unit owner in occupancy to be given notice and an explanation of the need for entry as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the unit owners and occupants as practicable. Any damage caused by such entry shall be repaired by the Association as a common expense unless the repairs or maintenance were necessitated by the acts or defaults of the unit owners or occupant of the unit entered, in which event the costs of the repairs or maintenance shall be specially assessed to that unit.

## **Article 11:**

### **Service of Process**

Timothy Brosnan, Rt 1, Box 276M, Ocean Park, Washington, is the person upon whom process may be served as provided for in the Act. The Board may at any time designate a different person for which purpose by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need be signed and acknowledged only by the President of the Association.

### **Article 12:**

#### **Declarant's Duties during Development of the Phases**

**Section 12.1 Initial Budget.** At the time of the conveyance of the first unit for each phase (not limited to Phase 1), Declarant in the case of Phase 1 and thereafter the Board with the assistance of Declarant, if requested by the Board, shall establish or have established an operating budget for the maintenance, operation and reserves of all units in all of said phases then submitted to the Act under this Declaration.

**Section 12.2 Assessments.** Each unit owner at the time of the purchase of his unit shall be required to pay the periodic maintenance fees assessed upon said unit's percentage of interest as set forth in this Declaration. Declarant shall not pay unit assessments with respect to other units he owns but has not sold to third parties. The original assessment shall be approximately \$150.00 per year, not including taxes, insurance, sewer, or electricity, but shall be subject to being increased or decreased by the Association.

**Section 12.3 Declarant's Contributions to Operating Expenses.** Declarant, so long as he owns any unit in any phase, shall be responsible to supply any additional monies required which are necessary to maintain and operate the project on a current basis over and above any unit assessments than being collected for said phase. Said requirement by the Declarant shall only be intended to provide for the current costs and expenses not paid for by the unit owners, provided, however, that Declarant's obligations to make contributions to operating expenses as required hereunder shall be limited in dollar amount to the periodic assessments which Declarant would otherwise be required to pay with respect to units he has not sold but for the provisions of Section 12.2.

**Section 12.4 Enforcement.** All sums required to be paid by Declarant under this Article 12, which (a) in the case of contributions to reserves are not paid over to the Association at the end of the sale of units in a given Phase, or (b) in the case of sums not paid but due under Section 12.3 within ten days after demand by the Association (together with interest, costs and attorneys' fees in the event of delinquency) shall constitute a continuing lien on all units owned by the Declarant. The lien for unpaid sums hereunder shall be subordinate to tax liens on such units in favor of any assessing units and/or special district, and to all sums unpaid on all mortgages or records, but shall have priority over all other liens against such units. The enforcement remedies available to the Association in the case of delinquent units as provided in Sections 18.1, 18.2,

18.3, 18.4, and 18.5 shall be available to the Association in the case of unpaid sums owed by the Declarant under this Article 12.

**Article 13:**

**Common Expenses**

The common expenses shall be charged to a unit owner according to the percentage of his undivided interest in the common areas and facilities.

**Article 14:**

**Limited Common Expenses**

The expenses for purchase, maintenance, and replacement of the limited common areas and personalty described in Section 6.1 shall be charged and assessed by the Association in accordance with the provisions under common expenses (Article 13). The limited common personalty includes but is not limited to unit furnishings, appliances and equipment. Any damage other than normal wear and tear created by any unit owner shall be assessed against said unit owner when the said unit owner's personal responsibility for the repair and replacement of any damaged personal property.

**Article 15:**

**Association**

(As amended June 12, 1993 at the annual meeting of the Seaview Condominium Association.)

**Section 15.1 Management of Condominium by Association.** The affairs of the Condominium shall be managed by the Association. Every unit owner shall be a member of the Association. The officers of the Association and their duties shall be specified in the Bylaws. The membership of each unit owner shall be appurtenant to the unit giving rise to such membership, and shall not be transferred in any way except upon transfer of title to the unit and then only to the transferee of such unit. Any attempt to make a prohibited transfer shall be void.

**Section 15.2 Adoption of Bylaws by Declarant.** The Declarant, as the original owner of all the units, contemporaneously with recording of a verified statement by a registered engineer or registered architect certifying that the Survey Map and Plans accurately depict the layout, location and dimension of the units as built, shall adopt the Bylaws, a copy of which is attached hereto as Exhibit C and by this reference made a part hereof, for the management and administration of the property and the units.

**Section 15.3 Amendment of Bylaws.** The Bylaws may be amended by the Association in accordance with said Bylaws.

**Section 15.4 Board.** The Bylaws shall provide for the election of a Board of Directors, hereinafter referred to as the "Board" from among the unit owners. The Board shall have broad powers and duties to administer and govern the business affairs of the Association, including - but not limited to - creating and executing an annual budget, establishing Special Assessments when necessary, and levy fines for violations of any of the Condo Associations' CC&Rs, Bylaws or Rules.

**Section 15.5 Total Voting Power.** The total voting power of all unit owners shall be one hundred (100) votes and the total number of votes available to the owner of any one unit shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to such unit. A person (including Declarant) who owns more than one unit shall have the votes appertaining to each unit owned.

**Section 15.6 Joint Ownership.** The vote for a unit must be cast as a single vote. Fractional votes shall not be allowed. If joint owners are unable to agree how their vote shall be cast they shall lose their right to vote on the matter in question.

**Section 15.7 Annual Meeting.** There shall be an annual meeting of the members of the Association in the third (3<sup>rd</sup>) quarter of each year at such reasonable place and time as may be designated by written or emailed notice from the Board delivered to the owners no less than thirty (30) days before the meeting. Special meetings of the members of the Association may be called at any time, in the manner provided in the Bylaws, concerning matters which require the approval of all or some of the unit owners, or for any other reasonable purposes. Any mortgagee holding a first lien with respect to a unit may attend or designate a representative to attend the meetings of the Association.

**Section 15.8 Books and Records.** The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The Board may employ a CPA for these purposes.

## Article 16:

### **Board of Directors**

(As amended June 12, 1993 at the annual meeting of the Seaview Condominium Association.)

**Section 16.1 Management by Board.** The business and affairs of the Association shall be managed by a Board of Directors.

**Section 16.2 Authority and Duties.** The Board shall have full authority and the duty to determine, establish and administer all policies, rules and regulations, governing the uses,



purposes and maintenance of the property and the units, and govern the business affairs of the Association relating to the unit owners' personal occupancy and use of the units in the property pursuant to statute (RCW 64.34.304) except for such authority as by the Act or by this Declaration or by the Bylaws may not be delegated to the Board. Said authorities and duties shall include but are not limited to:

**16.2.1** The Board may employ and authorize a managing agent and contract with and authorize said managing agent to perform managing and administrative duties. The Board shall determine the necessity of and the amount of any bond to be required of the managing agent.

**16.2.2** Limiting the type of activities allowed in the common areas which adversely affect the overall use and enjoyment of the unit owners.

**16.2.3** Establishing all house rules and regulations pertaining to the use of the common areas within the condominium.

**16.2.4** Leasing or purchasing for cash or on terms on behalf of and in the name of the Association all personal property and fixtures for refurbishing and equipping of the common areas and the units.

**16.2.5** Repairing, maintaining and replacing fixtures and personal property in the common areas and the limited common areas and units.

**16.2.6** The employment or dismissal of personnel, including the managing agent, and the contracting for professional services as necessary for the efficient management, maintenance and operation of a condominium.

**16.2.7** Keeping a list of all mortgagees of record provided said mortgagees advise the Association of their lien interest, and giving notice to said listed mortgagees at the same time and in the same manner as required of the Board for the unit owners. Said mortgagee shall have the right to inspect the records of the Association at reasonable times.

**16.2.8** Audits shall be provided yearly as set forth in the Act (RCW 64.32.170).

**16.2.9** The Board shall have the authority and discretion to levy fines upon condo owners whenever there is a violation of any CC&R, Bylaw or established Rule. The fines shall not be excessive; in order to ensure the fines aren't excessive, here is guideline for violations and a reasonable fine. This list is not meant to be comprehensive; it is merely a guideline.

Smoking or Vaping (of any substance):	\$500 each offense
Animal on the Property (Condo owners, tenants, guests, etc):	\$250 each offense
Profanity directed at a Board Member or Property Manager:	\$100 each offense
Physically Assaulting anyone on the premises:	\$500 each offense
Unauthorized Shed Construction or Installation:	\$500 each month
Failure to provide signed rental lease within 14 days of move in:	\$250 each month
Animal Waste on Property:	\$100 each offense

#### **Article 17:**

##### **Assessment for Common and Limited Common Expenses**

(As amended June 12, 1993 at the annual meeting of the Seaview Condominium Association.)

**Section 17.1 Budget and Reserves.** Within thirty (30) days prior to the beginning of each calendar year, the Board: shall estimate the charges (including common expenses, and any special charges for a particular unit) to be paid during such year; shall make provision for creating, funding and maintaining reasonable repair, replacement and acquisition of common areas and limited common areas; shall take into account any expected income and any surplus available from the prior years' operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular periodic assessments a reserve fund for replacement of those commons areas which can reasonably be expected to require replacement prior to the end of the estimated useful life of each such common area. The Declarant or initial Board may at any suitable time establish the first such estimate.

**Section 17.2 Assessments and Real Estate Taxes on Individual Units.** Unit owners are obligated to pay periodic assessments imposed by the Board on unit owners to meet all common expenses of the property, including operations, maintenance and reserves of common areas and limited common areas. The assessment shall be made in accordance with a percentage of interest of each unit owner in the common areas and facilities. It shall be payable in advance either on a quarterly basis or as the Board shall determine. Each unit owner, at the time of purchase of his unit, shall be required to pay such periodic assessments. The Association, through its Board, is authorized to pay in bulk to the Pacific County Assessor real estate taxes assessed or any other assessments imposed upon the unit owners' respective units, the same being recognized to be an expenditure on behalf of the Association and allocable as an expense to the unit owner. To the extent that any common expense is caused by the misconduct of any unit owner, the Association may assess that expense against the owner's unit. (RCW 64.34.360(5))

## Article 18:

### **Lien and Collection of Assessments**

**Section 18.1 Assessments are a Lien Priority.** All unpaid sums assessed for the share of common expenses chargeable to any unit owner and any sum specifically assessed with respect to any unit owner under authority of this Declaration or the Bylaws (together with interest, costs and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the unit of such delinquent unit owner. The lien for such unpaid assessments shall be subordinate to tax liens on the unit in favor of any assessing unit and/or special district, and to all sums unpaid on all mortgages of record, but shall have priority over all other liens against such unit.

**Section 18.2 Lien May be Foreclosed.** The lien for delinquent assessments may be foreclosed by suit by the Managing Agent or the Board, acting on behalf of the Association, in like manner as a foreclosure of a mortgage of real property. The Managing Agent, or the Board, acting on behalf of the Association shall have the power to bid on the unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

**Section 18.3 Assessments Are Personal Obligations.** In addition to constituting a lien on the unit of a delinquent unit owner and all its appurtenances, all sums assessed by the

Association chargeable to any unit (together with interest, costs and attorneys' fees in the event of a delinquency) shall be the personal obligation of such delinquent unit owner and any contract purchaser of the unit when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waving a lien securing them.

**Section 18.4 Late Charges and Interest on Delinquent Assessments.** On any assessments which are delinquent over thirty (30) days, the Association shall charge a \$10.00 delinquency charge for each and every month that the assessments are not paid on or before the 30-day period herein provided. In the absence of another established non-usurious rate, delinquent assessments shall also bear interest at the rate of (12%) per annum.

**Section 18.5 Recovery of Attorneys' Fees and Costs.** In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorneys' fees and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

**Section 18.6 Termination of Utility Service; Loss of Rights Under Reservation Service.** If any assessment becomes delinquent the Board may give notice to the delinquent unit owner to the effect that unless the delinquent assessment is paid within ten (10) days (or such longer time as a specified in the notice) (a) any or all utility services furnished to the unit by the Association or under the Association's control will be severed and shall remain severed during such delinquent unit owner's period of occupancy and/or (b) all rights of the delinquent unit owner to occupy a unit pursuant to the Reservation System are suspended until any delinquent assessment is paid.

**Section 18.7 Security Deposit.** Any unit owner who has been delinquent in paying his periodic assessments for thirty (30) days may be required by the Board, from time to time, to make and maintain a security deposit not in excess of two (2) estimated periodic payments, which shall be collected and shall be subject to penalties for non-payment as are other assessments. The deposit shall be held in a separate fund credited to such unit owner, and may be resorted to at any time when such a unit owner is ten (10) days or more delinquent in paying his assessments.

**Section 18.8 Rental during Foreclosure.** From the time of commencement of any action to foreclose a lien against any unit for non-payment of delinquent assessments, the unit owner of such unit shall pay to the Association a reasonable rental value for such unit, such value to be fixed by the Board. The Association, and any such foreclosure action, shall be entitled to appointment of a receiver to collect the same.

## Article 19:

### **Compliance with Declaration**

**Section 19.1 Enforcement.** Declarant and each unit owner, together with his guests, tenants, licensees or invitee, shall comply strictly with the provisions of this Declaration, and with the Bylaws of the Association and with the rules and regulations promulgated by the Association and/or Board. Failure to comply shall be grounds for an action to recover sums due for damages, or for injunctive relief or both, maintainable by the Board or its duly authorized representative on behalf of the unit owners, or by an aggrieved unit owner.

**Section 19.2 No Waiver of Strict Performance.** The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents or to serve any notice or to institute any action, shall not be construed to be a waiver or a relinquishment for the future of any term, Covenant, Condition or Restriction.

#### Article 20:

##### **Limitation of Liability and Indemnification**

**Section 20.1 No Personal Liability.** So long as a Board member, or Association officer or member, or Declarant or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

**Section 20.2 Indemnification.** Each Board member and Association Committee Member and Association officer, and Declarant, the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding in which he or she may be a party, or in which he may become involved, by reason or holding or having held such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duty; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and a reimbursement as being for the best interest of the Association.

#### Article 21:

##### **Insurance**

**Section 21.1 Casualty Insurance.** The Board shall purchase and carry at all times insurance on a master policy basis, covering the entire condominium property of the project, for

the benefit of the Association and / or unit owners. The minimum perils shall cover the project (except for personal property) and shall include fire with extended coverage, all risk and inflation guard endorsements. Coverage will be on a full replacement basis to permit necessary reconstruction or replacement (Blanket rating fire risk is acceptable), without discount for accrued depreciation, said depreciation cost to be reappraised annually. The minimum perils to the personal property shall include fire with extended coverage, vandalism and malicious mischief. The insurance program shall be reviewed by the Board at each renewal date.

**Section 21.2 Liability Insurance.** The Board shall purchase and carry at all times liability insurance with respect to the premises and all operations, which coverage shall insure against any and all claims, damages, or liability on account of injury to persons, including death, and damage to or destruction of the property of others. Such liability insurance shall insure the Association and each unit owner, except for the personal liability of a unit owner arising from any and all personal activities. The minimum limits to be maintained shall be for bodily injury, \$1,000,00.00 and for property damage \$100,00.00, or as otherwise determined by the Board.

**Section 21.3 Unit Owners Individual Insurance.** Each unit owner shall be responsible for property insurance for his separately owned personal property and liability insurance for said unit owner's personal activities.

**Section 21.4 Workman's Compensation Insurance.** The Board shall purchase and carry at all times the necessary Employers' Liability and Workman's Compensation Insurance for the protection of the Association and unit owners.

**Section 21.5 Insurance on Board.** The Board may purchase and carry liability insurance, insuring against all claims, damages, or liability arising from errors or omissions by the members of the Board in the administration of the business of the Association. Such insurance shall insure each member of the Board.

**Section 21.6 Board as Insurance Trustee.** The Board, or its nominee, shall act as the insurance trustee for the benefit of the Association, unit owners, and trustees. All unit owners hereby appoint and grant to the Board their irrevocable Power of Attorney to act on their behalf in negotiating and settling any and all insurance claims hereunder.

**Section 21.7 Fidelity Bonds.** Any manager or management employed by the Board and which handles Association monies and/or property may provide the Association with a fidelity bond in sums determined by the Board from the time to time, if the Board so requires.

**Section 21.8 Miscellaneous Insurance Provisions.**

**21.8.1** All policies shall be written with a company listed to do business in the State of Washington and holding a rating of "A" or better by Best's Insurance Reports.

**21.8.2** To the extent permitted in the policy of insurance, subrogation is waived as to any claims among or against the Declarant, the Board, the Association, the Manager, the individual unit owners and their respective servants, agents, and guests.

**21.8.3** In the event additional insurance coverage (in addition to the requirements of the section) is required by banks and other commercial lenders who are first-lien mortgagees and who finance purchase money loans (20 or more) for purchases of units, then and in that event, the Board shall be required to obtain said additional coverage.

**Article 22:**

**Damage and/or Destruction**

If the condominium or any part thereof is damaged by fire or other casualty, any decision on whether or not the said damage shall be repaid or rebuilt shall be the majority consent of the owners.

**Article 23:**

**Encroachments**

In the event a portion of the common areas encroaches upon any unit, or any unit encroaches upon the common areas, as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the condominium, an easement for the encroachment and for maintenance of the same shall exist so long as the encroachment exists.

**Article 24.**

**Procedures for Subdividing  
or Combining Units or Common Areas**

No apartments shall be subdivided or combined, unless by unanimous consent of all owners.

**Article 25:**

**Additions or Alterations or Improvements by Unit Owners**

(As amended June 12, 1993 at the annual meeting of the Seaview Condominium Association.)

No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the Board, and all other unit owners of such unit. The Board shall approve a unit owner's request, which request shall include the plans and specifications for the proposed structural addition, alteration or improvements in such unit owner's unit, within thirty (30) days after the first regular or special meeting of the Board following such request, and failure to do so within the stipulated time shall constitute a consent

by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board. The Association shall not be liable to any contractor, subcontractor or materialman, or to any persons sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement. The provisions of this section shall not apply to units owned by the Declarant.

## **Article 26:**

### **Amendment of Declaration, Survey Map and Plans**

**Section 26.1 Amendments by Association.** A unit owner may propose amendments to this Declaration, the Survey Map or the Plans to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by 20% or more of all unit owners, then irrespective of whether the Board occurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration. The unanimous consent all unit owners shall be required for the adoption of either (1) an amendment altering the value of the property and of each unit or the percentage of undivided interests in the common areas in facilities, (2) a decision that the property should be removed from the condominium status, or (3) an amendment to this Article 26. All other amendments shall be adopted if approved by 60% of all unit owners, provided however, that the prior written approval of each mortgagee holding a first lien on any unit will be required for any material amendment of this Declaration, including but not limited to, any amendment that would change the percentages of divided interests in the common areas and facilities of the unit owners.

**Section 26.2 Phase Amendments.** In addition, notwithstanding section 26.1, it is specifically covenanted and agreed that the Declarant, upon Declarant's sole signature, may file an amendment to the Declaration and to the Survey Map and Plans indicating that a phase of the condominium development has been completed and including an as-built certificate for such phase, detailed drawings for such phase, and any other changes or any information required to effect the completion of such phase. Such amendments for phases will not require the consent of any owners other than the Declarant so long as the property described for the Phase and the values and percentages described for the phase in Exhibit A and B hereto are not modified, except that market conditions may modify actual selling prices despite the value specified in Exhibit B. In other respects the proposed location and configuration of apartment buildings and apartments may be changed, and information detailing such changes may be included in Declarant's amendments.

**Section 26.3 Amendments to Conform to Construction.** In addition, Declarant, upon Declarant's sole signature, may file an amendment to the Declaration and to the Survey Map and Plans, from time to time, to conform them to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access road easements and parking areas.

**Section 26.4 Discontinuance of Condominium.** It is further specifically covenanted that any decision or failure to act by the owners under this Declaration or any applicable provision of law which intends or requires discontinuance of this condominium or removal of the property of the Act, shall, if such decision or failure to act is sufficient as respect Horizontal Property Regimes under the Act, also terminate and discontinue the effect of any and all of the covenants, conditions, and restrictions set forth herein, and all provisions of the Survey Map and Plans, unless other specific provision is made by recorded amendments to the Declaration, and, if required, to the Survey Map and Plans. It is further covenanted that the Declarant may record an amendment specifically terminating any and all aspects of this Declaration, other than easements reserved, for the land covered by any phase described in Schedule A which Declarant does not in fact complete.

## Article 27:

### **Procedure for Amending Declaration and Securing Approval of Unit Owners**

**Section 27.1 Notices.** Notice to all unit owners of the Association of a meeting which pertains to any matters requiring the approval of the unit owners shall be given in writing by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date of the meeting. Said notice shall contain the following:

27.1.1 Date, time and place of meeting;

27.1.2 Purpose of the meeting and, in the case of amendment to the Declaration, a copy of the proposed amendment;

27.1.3 A written ballot;

27.1.4 A proxy form;

27.1.5 A copy of Article 28 and this article 27.

### **Section 27.2 Voting.**

27.2.1 A unit owner may vote at the meeting in person, by proxy, or by written sealed ballot (to be opened only at the meeting).

27.2.2 All unit owners voting in person, by proxy or written ballot shall be tallied in accordance with their percentage of interest in the common areas and facilities when the vote is called for at the meeting. Any unit owner not voting as described herein shall be deemed to have cast his vote in accordance with the majority of those unit owners casting their vote at the meeting in accordance with this article.

27.2.3 It is understood and agreed that because of the large number of units involved, the procedure contained in this Article is necessary to obtain action on important matters coming



before the Association and to minimize the cost in obtaining the necessary vote of the membership.

**Article 28:**

**Severability**

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder complies with the Act.

**Article 29:**

**Mortgage Protection**

**Section 29.1** Notwithstanding all of the provisions hereof, the liens created hereunder upon any unit for assessment shall be subject and subordinate to, and shall not affect the rights of the holders of any indebtedness secured by first liens upon any unit made in good faith and for value, provided that after the foreclosure of any said mortgage or deed of trust there may be a lien created pursuant to the provisions hereof upon the interest of the purchaser at such sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as unit owner after the date of such sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein, all as provided in RCW 64.32.200.

**Section 29.2** In the event that professional management is employed by the Association, first lien holders will be given at least thirty (30) days' notice of any contemplated change in the professional manager.

**Section 29.3** Except when acting pursuant to the provisions of the Act including damage or destruction, the Association shall not, without consent of all first-lien mortgagees of any unit, seek to abandon the condominium status of or sell the condominium.

**Section 29.4** The Association shall not petition or subdivide any unit or the common elements of the condominium, or accept any proposals to do so, without the prior approval of all first-lien mortgagees of any unit directly affected.

**Section 29.5** The Association shall not change the percentages of the interest (without prior unanimous approval of all unit owners and first-lien mortgagees) of any units except as provided in section 27.1.

**Section 29.6** No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon first-lien mortgages in this instrument with respect to any unsatisfied first-lien duly recorded unless the amendment shall be consented to in writing by the holder of such a lien.

**Article 30:**

**Effective Date**

This Declaration shall take effect upon recording.

**Article 31:**

**Reference to Survey Map and Plans**

The Survey Map and Plans were filed with the recorder of Pacific County, Washington, simultaneously with the recording of this Declaration under file no. \_\_\_\_\_, In volume \_\_\_\_\_ of Condominiums, pages \_\_\_\_\_ through \_\_\_\_\_.

**Article 32:**

**Rules of Construction**

If there is any inconsistency between the Declaration and the Bylaws, the provisions in the Declaration shall prevail.

**Article 33:**

**Smoke Detectors in Individual Units**

**Section 33. Smoke Detectors in Individual Units.** This provision outlines the routine inspection of Smoke Detectors and replacement of batteries in smoke detectors.

**Section 33.1** In October of 2024, all units will be entered by the Property Manager to confirm that each unit has a smoke detector, and it will be tested in his or her presence.

**Section 33.2** Beginning in January of 2025 - and occurring each subsequent January when invoices for HOA dues are sent out - all condo owners must sign an attestation that they in fact:

- A.) Have a working smoke detector that has been recently tested, and
- B.) The batteries have been replaced once within the previous year.

**Section 33.3** Every fifth year - 2030, 2035, and so on - all units will be entered again by the Property Manager to confirm that each unit has a smoke detector, and it will be tested in his or her presence.

**Article 34:**

**Assignment by Declarant**

Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by him and reserves the right to assign all or any part of his rights, duties and obligations created under this Declaration; however, such assignment shall not diminish Declarant's duties and obligations.

In witness whereof the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Declarant - Timothy Brosnan

State of Washington

County of Pacific

On this day personally appeared before me, TIMOTHY BROSINAN, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and proposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Notary public in and for the state of Washington, residing at Raymond.

**Appendix "A" to the Declaration of  
Seaview Condominium  
Legal Description - Phases 1 and 2**

The following described property, located in Pacific County, state of Washington, to-wit:

Tract 10, Cape Cod Moor, according to the plat thereof recorded at Volume D2 at Plats, page 116, in the office of the Auditor of Pacific County, Washington.

**Reserving therefrom:**

- 1) An easement over the northerly 23.6 feet thereof for utility, drainage and road purposes, granted to the public in Volume 8105, page 315, Official Records in the office of the Auditor of Pacific County, Washington;
- 2) Mineral rights as reserved in volume 148, of Deeds at page 23 in the office of the Auditor of Pacific County, Washington;
- 3) Right and privilege of Portland Cranberry Land Company, its successors and assigns, to dig, construct and maintain ditches, canals and flumes for water and irrigation purposes as shown on the face of the recorded plat.

**Legal Description - Phase 1**

The East 92 feet of the West 184 feet of Tract 10, according to the plat thereof, recorded in Volume D2 of Plats, Page 116, in the office of the Auditor of Pacific County, Washington

**Legal Description - Phase 2**

Tract 10 except the East 92 feet of the West 184 feet of Tract 10, Cape Cod moor, according to the plat thereof, recorded in Volume D2 of Plats, Page 116, in the office of the Auditor of Pacific County, Washington

**Reserving Therefrom:**

- 1) An easement over the northerly 23.6 feet thereof for utility, drainage and road purposes, granted to the public in Volume 8105, page 315, Official Records in the office of the Auditor of Pacific County, Washington;
- 2) Mineral rights as reserved in Volume 148, of Deeds at Page 23 in the office of the Auditor of Pacific County, Washington;
- 3) Right and privilege of Portland Cranberry Land Company, its successors and assigns, to dig, construct and maintain ditches, canals and flumes for water and irrigation purposes as shown on the face of the recorded plat.

**Appendix "B" - Property and Percentage Interest  
Seaview Condominiums**

**Value of Property and Percentage Interest  
Phase 1 (if only Phase 1 Constructed)**

<b>Unit #</b>	<b>Unit Value</b>	<b>Unit % of Interest</b>
1	\$29,800	6.82% each
2	\$29,800	6.82% each
3	\$24,800	5.68% each
4	\$24,800	5.68% each
5	\$24,800	5.68% each
6	\$24,800	5.68% each
7	\$29,800	6.82% each
8	\$29,800	6.82% each
9	\$29,800	6.82% each
10	\$29,800	6.82% each
11	\$24,800	5.68% each
12	\$24,800	5.68% each
13	\$24,800	5.68% each
14	\$24,800	5.68% each
15	\$29,800	6.82% each
16	\$29,800	6.82% each

**Value of Property and Percentage Interest**  
**Phase 1 (if both Phase 1 and Phase 2 Constructed)**

<b>Unit #</b>	<b>Unit Value</b>	<b>Unit % of Interest</b>
1	\$29,800	3.49% each
2	\$29,800	3.49% each
3	\$24,800	2.90% each
4	\$24,800	2.90% each
5	\$24,800	2.90% each
6	\$24,800	2.90% each
7	\$29,800	3.49% each
8	\$29,800	3.49% each
9	\$29,800	3.49% each
10	\$29,800	3.49% each
11	\$24,800	2.90% each
12	\$24,800	2.90% each
13	\$24,800	2.90% each
14	\$24,800	2.90% each
15	\$29,800	3.49% each
16	\$29,800	3.49% each

**Value of Property and Percentage Interest**  
**Phase 2 (if both Phase 1 and Phase 2 Constructed)**

<b>Unit #</b>	<b>Unit Value</b>	<b>Unit % of Interest</b>
1	\$29,800	3.49% each
2	\$29,800	3.49% each
3	\$29,800	3.49% each
4	\$29,800	3.49% each
5	\$29,800	3.49% each
6	\$29,800	3.49% each
7	\$29,800	3.49% each
8	\$29,800	3.49% each
9	\$29,800	3.49% each
10	\$29,800	3.49% each
11	\$29,800	3.49% each
12	\$29,800	3.49% each
13	\$29,800	3.49% each
14	\$29,800	3.49% each

**Phase 1 – \$436,800**

**Phase 2 - \$417,200**

**Total Value of Both Phases - \$854,000**

Total Value of Phase includes values of units and interest in preceding Phase, together with new units added in new phase.

Appendix "C" to the Declaration of Seaview Condominium  
Original Cover Page - 1981

DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS  
FOR  
SEAVIEW CONDOMINIUM



TIMOTHY BROSNAK  
Rt. 1, Box 276M  
Ocean Park, VA 98640

VA 8109 375



Appendix "D" to the Declaration of Seaview Condominium  
Original Signature Page and Notarization - 1981

ARTICLE 33.

ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by him and reserves the right to assign all or any part of his rights, duties and obligations created under this Declaration; however, such assignment shall not diminish Declarant's duties and obligations.

IN WITNESS WHEREOF the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

Timothy Brosnan  
Declarant - Timothy Brosnan

STATE OF WASHINGTON)

COUNTY OF PACIFIC ) ss

On this day personally appeared before me, TIMOTHY BROSAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of September, 1981.

Dorothy L. Howe  
NOTARY PUBLIC in and for the State of Washington, residing at Raymond, A.D. 1980.



Appendix "E" to the Declaration of Seaview Condominium

Original Cover Page - 1993. Document #: 42022, Book: 9311, Pages 115 - 140

212

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AT THE REQUEST OF  
*Marilyn Smith*  
42022  
SERV - 2 PM 1:59  
L. L. TAYLOR  
CLERK & RECORDER  
COUNTY OF PACIFIC

DECLARATION  
AND  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SEAVIEW CONDOMINIUMS

BOOK 9311 PAGE 115

Appendix "F" to the Declaration of Seaview Condominium

Original Cover Page - 1994. Document #: 46585, Volume: 9404, Pages 590 - 614A

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Mary McAllister  
5/13/13 13:13  
JAMES TAYLOR  
REGISTERED PROFESSIONAL  
NOTARY PUBLIC

DECLARATION

AND

COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR SEAVIEW CONDOMINIUMS

Vol. 9404 Page 590

Appendix "G" to the Declaration of Seaview Condominium  
Original Cover Page - 2020. AFIN # 3194627

GRANTOR'S ADDRESS

SEAVIEW CONDOMINIUMS HOMEOWNERS' ASSOCIATION  
P.O. BOX 676 C/O Powell, Seiler & Co.  
LONG BEACH, WA. 90631

DOCUMENT TITLE(S)

1. DECLARATION AND COVENANTS, CONDITIONS, AND RESTRICTIONS (CCRS)  
FOR SEAVIEW CONDOMINIUMS

REFERENCE NUMBER(S) of Documents assigned or released:

3 VOL. 8109, PAGES 375+ ; BOOK 9311, PAGES 115+ ; VOL. 9404, PAGES 590+

GRANTOR(S) (Last name first, then first name and initials)

1. SEAVIEW CONDOMINIUMS HOMEOWNER'S ASSOCIATION  
2.  
3.

GRANTEE(S) (Last name first, then first name and initials)

1. PUBLIC (FOR INFORMATION)  
2.  
3.

LEGAL DESCRIPTION (abbreviated: Lot, sq. block, plat OR section, township, range, quarter or corner section)

TRACT 10 CAPE COD MOOR, ACCORDING TO THE PLAT THEREOF  
RECORDED AT VOLUME DZ AT PLATS, PAGE 116, IN THE  
OFFICE OF THE AUDITOR OF PACIFIC COUNTY, WASHINGTON.  
INCLUDING MAP NUMBERS: CN SEAVIEW-1 1-16; CN SEAVIEW-2 1-14; 30 UNITS.

ASSASSOR'S PARCEL NUMBER

30 PARCELS: 79523000001 - 79523000014; 79522000001 - 79522000016

AFFIDAVIT: EMERGENCY NON-STANDARD RECORDING

I am requesting an emergency non-standard recording for an additional fee as provided in RCW  
34.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some  
part of the text of the original document.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



## **Exhibit B**

### **Bylaws of Seaview Condominium Association**

#### **Article I**

##### **Object and Definitions**

###### **1.1 Purpose**

The purpose for which this Seaview Condominium Association (hereinafter "Association") is formed is to govern the condominium property which is described in Schedule A attached hereto and by this reference is made a part hereof, and which property has been submitted to the provisions of the Horizontal Property Regimes Act of the State of Washington by a Declaration entitled "Declaration and Covenants, Conditions, Restrictions and Reservations" establishing a plan for condominium ownership of apartments within the above-referenced condominium (hereinafter referred to as the "Declaration").

###### **1.2 Assent**

All present or future unit owners, their successors, heirs, assigns, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any unit or rental of any of the condominium units (hereinafter referred to as "apartments") in the project or the mere act of occupancy of any of said apartments shall constitute ratification of these Bylaws.

###### **1.3 Definitions**

Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "unit owners", "owners" and "members" as used herein shall be synonymous.

###### **1.4 Adoption**

Timothy Brosnan is Declarant under the Declaration and the original owner of all the units in this condominium. Declarant shall constitute the Seaview Condominium Association as of the date of recording of a verified statement of a registered engineer, or registered architect, certifying that the Survey Map and Plans of this condominium accurately depict the layout, location, and dimensions of the units, as built. Declarant shall cause the Association to adopt these Bylaws as of the date of the recording of said verified statement, and these Bylaws shall thereupon become effective for the management and administration of this condominium.

#### **Article II**

##### **Membership, Voting, Meetings and Administration**

## **2.1 Matters Governed by Declaration**

With regard to various matters including membership, meetings, voting, reference is made to Article 15 of the Declaration.

### **2.2.1 Majority of Owners.**

As used in these Bylaws the term "majority of owners" shall mean those owners of more than sixty percent (60%) of the undivided ownership of the general common elements.

### **2.2.2 Quorum.**

Except as otherwise provided in these Bylaws, the presence in person or by proxy of owners holding at least twenty-five percent (25%) of the total votes under section 28.2 of the Declaration shall constitute a quorum. An affirmative vote of owners holding a majority of the total votes present, either in person or by proxy, shall be required to transact business; provided, however, that no Board member shall be removed unless a majority of owners vote affirmatively thereof.

### **2.2.3 Proxies.**

Votes may be cast in person or, by proxy, or by written ballot. Proxy shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof.

### **2.2.4 Voting by Mail.**

The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by owners is required by the Declaration or Bylaws, in accordance with the following procedure:

- (a) In case of election of Board members by mail, the existing Board members shall advise the Secretary in the writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees to all owners of each membership. The notice shall state that any such owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date the Secretary shall give written notice to all

owners of a membership, stating the number of Board members to be elected, stating the names of all persons nominated by the Board and by the members on or before said specified date, stating that each owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for the receipt of such votes.

- (b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all owners of each membership, which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than twenty (20) days after the date such a notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

- (c) Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this section 2.2.4.

#### **2.2.5 Adjourned Meeting.**

If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

#### **2.2.6 Order of Business.**

The order of business at all meetings of the owners of units shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting
- D. Reports of Officers.
- E. Reports of committees.
- F. Election of Board members (annual meeting only)
- G. Unfinished business.

H. New business.

**Article III**  
**Management of Condominium**

**3.1 In General.**

The affairs of the Association shall be governed by a Board which, after Declarant's management authority ends, shall be composed of five (5) members. With regard to initial management by Declarant (or a temporary Board selected by Declarant), transfer of management to the permanent Board and the Board's authority, reference is made to article 16 of the Declaration.

**3.2 Additional Provisions Regarding Board.**

**3.2.1 Election and Term of Office.** Board members shall serve for a term of 2 years. The terms of the five Board members shall be staggered – 2 Board members to be elected in even-numbered years, and 3 Board members to be elected in odd-numbered years. At the time of election, a Board member's term of office (and end date) will be clearly identified and outlined.

**3.2.2 Vacancies.** Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

**3.2.3 Removal of Board Members.** At any regular meeting or at any special meeting called for that purpose, any one or more of the Board members may be removed with or without cause, by a majority of all of the unit owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above, until Declarant's management authority ends, only Declarant shall have the right to remove a Board member.

**3.2.4 Organization Meeting.** The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting.

**3.2.5 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two such meetings shall be held during each fiscal year and one such meeting



shall be held immediately following the annual meeting of owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day names for such meeting.

**3.2.6 Special Meetings.** Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

**3.2.7 Waiver of Notice.** Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present in any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

**3.2.8 Quorum.** At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**3.2.9 Fidelity Bonds.** The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**3.2.10 Board Fees.** Each Board member shall receive such sum as the owners may from time to time to determine, plus transportation expenses, for attendance at any regular or special meeting of the Board.

## **Article IV**

### **Officers**

#### **4.1 Designation**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board, annually.

#### **4.2 Election of Officers.**

The officers of the Association shall be elected annually by the Board at the organization meaning of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two (2) offices, except that the same person may not concurrently hold the offices of the President and Secretary. The office of Vice-President need not be filled. The Board may elect officers from among its members, or otherwise.

#### **4.3 Removal of Officers**

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected at any regular or special meeting of the Board called for such purpose.

#### **4.4 President**

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of affairs of the Association.

#### **4.5 Vice President**

A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.

#### **4.6 Secretary**

The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary may compile and keep up-to-date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

#### **4.7 Treasurer**

The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the

Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time-to-time be designated by the Board of Managers.

#### **4.8 Assistant Secretary**

The Board may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

#### **4.9 Assistant Treasurer**

The Board May appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

### **Article V**

#### **Indemnification of Officers and Managers**

##### **5.1 Indemnification**

The Association shall indemnify every Board member or officer, and his or her heirs, executors and administrators as provided in Article 20 of the Declaration. Nothing contained in said Article 20 shall, however, be deemed to obligate the Association to indemnify any member or owner of a condominium apartment who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or owner of a condominium apartment covered thereby.

### **Article VI**

#### **Obligations of Owners**

##### **6.1 In General**

Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the condominium was built and each owner shall comply strictly with all provisions of the Declaration.

##### **6.2 Use of General Common Elements and Limited Common Elements.**

Each owner shall use of general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

##### **6.3 Right of Entry**

**6.3.1** An owner shall permit the Managing Agent or other person authorized by the Board the right of access to the owner's apartment and appurtenant Limited common areas from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the common areas, or at any time deem necessary by the Managing Agent or Board for making of emergency repairs or to prevent damage to any of the common areas.

**6.3.2** An owner shall permit the Managing Agent or other persons authorized by the Board, or other owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to the apartments in limited common areas of such other owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

#### **6.4 Power of Attorney**

Each owner shall, upon becoming an owner of a unit, shall be deemed to have given a power of attorney in favor of the Association, irrevocably appointing the Association is attorney-in-fact to pay any real estate taxes or other assessments assessed against such owner's unit and to maintain, repair and improve the building and general and limited common areas, and to deal with the owner's condominium apartment upon its destruction of obsolescence and regarding insurance proceeds as is provided in the Declaration.

### **Article VII**

#### **Bylaws**

##### **7.1 Amendments**

Bylaws (and amendments thereto) for the administration of the Association and the property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by concurrence of those voting owners holding sixty percent (60%) of the voting power at a regular or special meeting provided that so long as Declarant is the owner of any unit; in Phase One, these Bylaws, or any part thereof, may not be amended without the consent in writing of Declarant. Notice of the time, place and purpose of such meeting shall be delivered to each unit owner at least thirty (30) days prior to such meeting.

### **Article VIII**

#### **Mortgages**

##### **8.1 Notice to Association**

An owner who mortgages his apartment shall notify the Association through the Managing Agent, if any, or the President of the Board, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled

"Mortgagees of Apartments".

### **8.2 Notice of Unpaid Assessments**

Dissociation shall at the request of a mortgagee of an apartment report any unpaid assessments due from the owner of such apartment.

## **Article IX**

### **Evidence of Ownership, Registration of Mailing Address and Required Proxies**

#### **9.1 Proof of Ownership**

Any person on becoming an owner of a unit shall furnish to the Managing Agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at annual or at a special meeting of members unless this requirement is first met.

#### **9.2 Registration of Mailing aAddress.**

The owners of each unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communication; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an owner or owners shall be furnished by such owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the owners of the unit or by such persons as are authorized by law to represent the interest of (all of) the owners thereof. If no such address as registered or if all of the owners cannot agree, then the address of the apartment shall be the registered address until another registered address is furnished as permitted under this section. Registered addresses maybe changed from time to time by similar designation.

#### **9.3 Completed Requirement**

The requirements contained in this Article shall be first met before an owner of a unit shall be deemed in good standing and entitled to vote at any annual or a special meeting of members.

## **Article X**

### **Conflict with Declaration or Law**

These Bylaws are intended to comply with and supplement the requirements of the Washington Horizontal Property Regimes Act and the Declaration. If any of these Bylaws

conflict with the provisions of said statute or Declaration, the provisions of the statute and Declaration will apply.

**Article XI**  
**Nonprofit Association**

This Association is not organized for profit. No member, member of the Board or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any members of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

**Article XII**  
**Fiscal Year**

The fiscal year of the Association shall begin on January 1 and end on December 31.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

---

Declarant - Timothy Brosnan

Exhibit A, Bylaws: Original, Signed Last page of Original Document

the Association, and (2) any member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall begin on January 1 and end on December 31.

DATED this 16 day of September, 1981.

Timothy Brosnan  
Declarant Timothy Brosnan