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After Recording Return to:
Chmelik Sitkin & Davis P.S.
1500 Railroad Ave.
Bellingham, WA 98225

Document: SPECIAL LIMITED COMMON ELEMENT INSTALLATION
AGREEMENT
Grantor: Douglas and Dana Buss
Grantee: UNIT OWNERS ASSOCIATION OF GLENEAGLE
VILLAS III, A CONDOMINIUM
Legal: UNIT 17, GLENEAGLE VILLAS III CONDOMINIUM
Parcel #: 9021 Gleneagle Drive
Geo parcel #4051110271450007

SPECIAL LIMITED COMMON ELEMENT INSTALLATION AGREEMENT

This Special Limited Common Element Installation Agreement (the "Agreement") is entered into between the Unit Owners Association of Gleneagle Villas III, A Condominium ("Association") and Douglas and Dana Buss ("Owner").

I. RECITALS

WHEREAS, the Owner is the fee simple owner of Unit 17 (the "Unit") of the Gleneagle Villas III condominium development (the "Condominium");

WHEREAS, the Condominium is organized under and governed by, among other laws and documents, the Condominium Declaration Containing Covenants, Conditions, Restrictions and Reservations for Gleneagle Villas III, A Condominium (the "Declaration");

WHEREAS, pursuant to the Declaration Paragraphs 2.22, 2.32, 10.8, Declaration Article VI, and RCW 64.34.204(2) and (4), all fixtures or facilities which are constructed in Common Elements at the request of a Unit Owner with Board approval which benefits only a single Unit, including but not limited to air conditioning systems, are defined as "Special Limited Common Elements," for which the benefitted Unit Owner is solely liable for the costs of installation, replacement, and maintenance;

WHEREAS, the Unit does not have as originally constructed a heat-pump system. Owner desires to install as a Special Limited Common Element, at its sole cost and expense, a Daikin Fit Signature Series Three-Ton, variable-speed, inverter-drive, side-discharge heat pump, outdoor unit model number DZ6VSA361EA (the "Improvements");

WHEREAS, Barron Heating and Air Conditioning (the "HVAC Contractor") is to install the Improvements; and

WHEREAS, the Association is willing to permit installation of the Improvements (the "Project"), in a workmanlike manner, at the Owner's sole cost and expense, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

II. TERMS AND CONDITIONS

1. **Recitals.** The recitals above are incorporated herein by reference and made a part hereof.
2. **Costs of the Project.** The Owner shall be responsible for the full cost of the Project including, but not limited to, the base contract amount, change orders, and any taxes due to Contractor. The Owner shall forward copies of all paid invoices received from the Contractor for the Project to the Association's property manager within ten (10) days of confirmation of payment of same.
3. **Owner Cooperation During Project.** The Owner shall cooperate with the Association and the Contractor during the Project. Without limiting the generality of the foregoing, the Owner shall provide access to their Unit and review and agree to pay any costs associated with reasonable change orders proposed by the Contractor so long as the costs proposed therein are associated with installation of the Improvements.
4. **Architectural Control.** The Association expressly reserves all rights granted to it under the governing documents and Association-promulgated policies including, but not limited to, the authority to control the exterior appearance and structural integrity of the Condominium and its Common Elements. Without limiting the generality of the foregoing, the Association reserves its right to approve or reject any proposed materials or equipment used on the Project at its sole discretion.
5. **Failure of the Improvements.**
 - 5.1 In the event the Improvements fail, break, leak, or otherwise damage any Condominium Common Elements or other unit, the Owner and/or its successors shall be solely liable for any and all repair and/or replacement costs required to fix the Improvements pursuant to Declaration Section 10.8.3 and 11.5.2.

5.2 In the event the Improvements installed as part of the Project fail, break or otherwise require replacement at any time in the future, and the Owner, heirs or successors-in-interest fail to effect, or delay necessary repairs, the Association may proceed unilaterally to replace the Improvements with any type or quality as determined by the Association to be in the best interest of the Condominium or, at its sole option, entirely remove the failing Improvements, all of which shall be done at the Owner's and/or its successors' sole cost and expense pursuant to this Agreement and the Declaration provisions governing Special Limited Common Elements.

5.3 The Owner shall pay all costs and expenses to have this Agreement recorded with the Whatcom County Auditor's Office against the Unit.

6. **Further Acts.** The parties agree to cooperate with each other to execute any documents reasonably necessary to effect the transactions contemplated hereunder.

7. **Amendment.** No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all parties.

8. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, and with such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement. Faxed or e-mailed signatures shall be considered original signatures.

10. **Neutral Authorship.** Each of the provisions of this Agreement have been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction interpretation of any of the provisions of this Agreement.

11. **Choice of Law and Attorney's Fees.** This Agreement shall be interpreted according to the laws of the State of Washington. Venue for any dispute arising out of or related to this Agreement shall lie exclusively in Whatcom County, Washington. The substantially prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover all of its fees and attorney's costs. The parties expressly waive their rights to a jury trial.

12. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. The parties also acknowledge that the terms of this Agreement have been completely read, are fully understood, and are voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims and disputes arising out of or in any way relating to the lawsuit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last authorized signature below.

UNIT OWNERS ASSOCIATION OF GLENEAGLE VILLAS III, A CONDOMINIUM

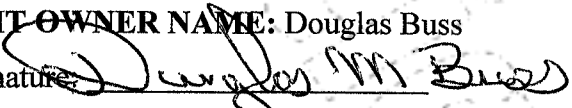


By: ~~Robert Trafton~~ DOUGLAS BUSS

Its: GEV III UOA Board President

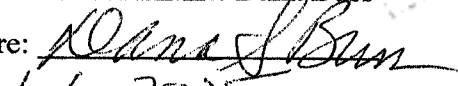
Date: 9-25-2025

UNIT OWNER NAME: Douglas Buss

Signature: 

Date: 1-6-2025

UNIT OWNER NAME: Dana Buss

Signature: 

Date: 1-6-2025

State of Washington
County of Whatcom
Signed or attested before me on 01-06-2025
by Douglas BUSS & Dana BUSS

Signature 
(Printed name) Exildah Smith
Title Notary
My appointment expires 10-21-2028

