

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
Suite 1700
720 Olive Way
Seattle, Washington 98101-1861

COMPLETION AMENDMENT NO. ONE
FOR
GARDEN VILLAGE I,
a Condominium

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CASH 10-10-00
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8805190305

This COMPLETION AMENDMENT NO. ONE (this "Amendment") is made as of this 18TH day of MAY, 1988, by SWANSON-DEAN CORPORATION, a Washington corporation, in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village, A Condominium, recorded with the Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 8803281199, as amended by that certain First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a Condominium, recorded under Recording No. 8805190305 with the Department of Records (as so amended, the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village I was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 8803281198 in Volume 87 of Condominiums, pages 59 through 70 inclusive. The Survey Map and Plans have been subsequently amended by Amendment No. One which is recorded with the Department of Records as follows:

Amend. No.	Recording No.	Volume (Condos.)	Pages (inclusive)
One	<u>8805190305</u>	<u>88</u>	<u>31-33</u>

05/16/88
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RECEIVED THIS DAY
MAY 19 9 54 AM '88
BY THE CLERK OF
RECORDS & ELECTIONS
KING COUNTY

RECEIVED THIS DAY

8805190305

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has completed construction of the first phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 74 and 90 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels described on Exhibit A hereto. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phase only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

SWANSON-DEAN CORPORATION,
a Washington corporation

By James DeRide

8805190305

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 8803281198 in Volume 87 of condominiums, pages 59 through 30, inclusive, as amended by Amendment No. One recorded under Recording No. 8805190304 in Volume 88 of Condominiums, pages 31 through 33, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcel 74 and 90, which are legally described on Exhibit A hereto.

Paul S. Anderson
Paul S. Anderson
L.S. No. 15639

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Paul S. Anderson being first duly sworn on oath, disposes and says: I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

Paul S. Anderson
Paul S. Anderson

SUBSCRIBED AND SWORN to before me this 17 day of May, 1988

Patricia (M) Hyster
Notary Public in and for the
State of Washington, residing
at Chickadee

My commission expires
2-1-92.

8805190305

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that James Robert signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of SWANSON-DEAN CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 17, 1988.

Patricia J. Carlson
Notary Public

My appointment expires 1-27-90

8805190305

EXHIBIT A

Legal Description of Parcels

PARCEL 74

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 995.15 FEET;
THENCE N01°31'58"E 338.88 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 88.45 FEET;
THENCE N20°09'00"W 20.37 FEET;
THENCE N35°00'00"E 72.03 FEET;
THENCE S55°00'00"E 105.17 FEET;
THENCE S35°00'00"W 83.67 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 90

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1007.62 FEET;
THENCE N01°31'58"E 217.40 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N15°00'00"W 83.67 FEET;
THENCE N75°00'00"E 105.17 FEET;
THENCE S15°00'00"E 83.67 FEET;
THENCE S75°00'00"W 105.17 FEET TO THE TRUE POINT OF BEGINNING.

8805190305

EXHIBIT C

Location, Description, Value
and Percentage Undivided Interest
of Apartments

Each Westbury type Apartment is approximately 1,315 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Monticello type Apartment is approximately 1,335 square feet in area, including a loft area, and contains an entry hall with a powder room, a living room with fireplace and dining area, a kitchen with a dining nook, a master bedroom suite with a bathroom and dressing area, a loft with a full bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Versailles type Apartment is approximately 1,475 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with dining nook, a master bedroom suite with bathroom and walk-in closet, a second bathroom, a second bedroom, an exterior deck, a two-car garage, and coffered ceilings. Each Versailles (lower) type Apartment has all the features listed above for the Versailles Apartments, and has in addition, ground floor garden access.

None of the Apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each Apartment.

<u>Bldg. No.</u>	<u>Type</u>	<u>Address</u>	<u>Level</u>	<u>Value</u>	<u>Percent- age</u>	
74	1303	Versailles(L)	3687 225th Pl SE	1	\$185,000	25.00
74	1304	Versailles(L)	3685 225th Pl SE	1	185,000	25.00
90	1337	Versailles(L)	3692 225th Pl SE	1	185,000	25.00
90	1338	Versailles(L)	3694 225th Pl SE	1	185,000	25.00
TOTALS				\$740,000	100.00%	

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

88/11/17 #0797 B
RECD F 12.00
CRSHSL ***12.00
55

COMPLETION AMENDMENT NO. TWO
FOR
GARDEN VILLAGE I,
a Condominium

Nov 17 12 36 11 '88
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

RECEIVED THIS DAY

8811170797

This COMPLETION AMENDMENT NO. TWO (this "Amendment") is made as of this 17TH day of NOVEMBER, 1988, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, successor in interest to Swanson Dean Corporation in the real property subject hereof, in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, A Condominium, recorded with the Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 8803281199, as amended by that certain First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a Condominium, recorded under Recording No. 8805190303 with the Department of Records (as so amended, the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village I was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 8803281198 in Volume 87 of Condominiums, pages 59 through 70 inclusive. The Survey Map and Plans have been subsequently amended by Amendments No. One and Two which are recorded with the Department of Records as follows:

<u>Amend. No.</u>	<u>Recording No.</u>	<u>Volume (Condos.)</u>	<u>Pages (inclusive)</u>
One	8805190304	88	31-33
Amend. No. One was further amended by affidavit recorded as follows:			
	<u>8811170795</u>	<u>—</u>	<u>—</u>
Two	<u>8811170797</u>	<u>89</u>	<u>56-59</u>

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has completed construction of the first phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 91, 92 and 93 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phase only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

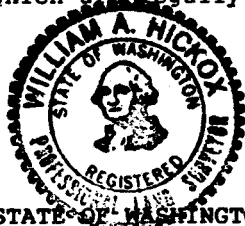
THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington general partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By James P. Brice

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 8803281198 in Volume 87 of condominiums, pages 59 through 30, inclusive, as amended by Amendment No. Two recorded under Recording No. 8811170797 in Volume 89 of Condominiums, pages 56 through 59, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 91, 92 and 93, which are legally described on Exhibit A hereto.



William A. Hickox
William A. Hickox
L.S. No. 24737

STATE OF WASHINGTON)
COUNTY OF KING) ss.

William A. Hickox being first duly sworn on oath, disposes and says: I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

William A. Hickox
William A. Hickox

SUBSCRIBED AND SWORN to before me this 15th day of November, 1988

Patricia Ann Huffer
Notary Public in and for the State
of Washington, residing
at Auburn, Washington
expires: 2-1-92

8811170797

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that James Holbeck signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of SWANSON-DEAN CORPORATION, Managing General Partner of SWANSON-DEAN/DAEWOO PARTNERSHIP to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated: November 18, 1988.

Patricia J. Carlson
Notary Public

My appointment expires 1-27-90

8811170797

EXHIBIT A

PARCEL 91

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1181.10 FEET;
THENCE N01°31'58"E 183.69 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N32°30'00"W 85.09 FEET;
THENCE N68°00'00"E 118.36 FEET;
THENCE S22°00'00"E 83.67 FEET;
THENCE S68°00'00"W 102.86 FEET TO THE TRUE POINT OF BEGINNING.

8811170797



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PARCEL 92

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1181.10 FEET;
THENCE N01°31'58"E 183.69 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S68°00'00"W 10.47 FEET;
THENCE S47°00'00"W 92.39 FEET;
THENCE N43°00'00"W 83.67 FEET;
THENCE N47°00'00"E 107.89 FEET;
THENCE N68°00'00"E 10.47 FEET;
THENCE S32°30'00"E 85.09 FEET TO THE TRUE POINT OF BEGINNING.**



3-1-88

8811170797

PARCEL 93

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1191.92 FEET;
THENCE N01°31'58"E 294.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S61°30'00"W 102.42 FEET;
THENCE N28°30'00"W 91.79 FEET;
THENCE N01°31'47"E 20.07 FEET;
THENCE N71°06'32"E 101.11 FEET;
THENCE S23°58'00"E 92.59 FEET TO THE TRUE POINT OF BEGINNING.**



3-1-88

EXHIBIT C

Location, Description, Value and Percentage Undivided Interest of Apartments

Each Westbury type Apartment is approximately 1,315 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Monticello type Apartment is approximately 1,335 square feet in area, including a loft area, and contains an entry hall with a powder room, a living room with fireplace and dining area, a kitchen with a dining nook, a master bedroom suite with a bathroom and dressing area, a loft with a full bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Versailles type Apartment is approximately 1,475 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with dining nook, a master bedroom suite with bathroom and walk-in closet, a second bathroom, a second bedroom, an exterior deck, a two-car garage, and coffered ceilings. Each Versailles (lower) type Apartment has all the features listed above for the Versaille Apartments, and has in addition, ground floor garden access.

None of the Apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each Apartment.

<u>Bldg. No.</u>	<u>Type</u>	<u>Address</u>	<u>Level</u>	<u>Value</u>	<u>Percentage</u>
74	1303	Versailles(L) 3687 225th Pl SE	1	185,000	10.00
74	1304	Versailles(L) 3685 225th Pl SE	1	185,000	10.00
90	1337	Versailles(L) 3692 225th Pl SE	1	185,000	10.00
90	1338	Versailles(L) 3694 225th Pl SE	1	185,000	10.00
91	1339	Versailles(L) 3697 224th Pl SE	1	185,000	10.00
91	1340	Versailles(L) 3695 224th Pl SE	1	185,000	10.00
92	1341	Versailles(L) 3693 224th Pl SE	1	185,000	10.00
92	1342	Versailles(L) 3691 224th Pl SE	1	185,000	10.00
93	1343	Versailles(L) 3685 224th Pl SE	1	185,000	10.00
93	1344	Versailles(L) 3687 224th Pl SE	1	185,000	10.00
TOTALS				<u>\$6,330,000</u>	<u>100.00%</u>

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

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OFFICE
MAY 9 9 07 AM '89

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MAY DAY

This COMPLETION AMENDMENT NO. THREE (this "Amendment")
is made as of this 8th day of March, 1989, by THE
SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general
partnership, successor in interest to Swanson Dean Corporation
in its capacity as "Declarant" under that certain Declaration
and Covenants, Conditions, Restriction, Easements and
Reservations for Garden Village, A Condominium, recorded with
the Department of Records and Elections of King County,
Washington (the "Department of Records") under recording No.
8803281199, as amended by that certain First Amendment and
Restated Declaration and Covenants, Conditions, Restrictions,
Easements and Reservations for Garden Village I, a Condominium,
recorded under Recording No. 8805190303 with the Department of
Records (as so amended, the "Declaration").

A Horizontal Property Regime (the "Condominium") known
as Garden Village I was established by the Declaration, and by
the Survey Map and Plans recorded with the Department of
Records under Recording No. 8803281198 in Volume 87 of
Condominiums, pages 59 through 70 inclusive. The Survey Map
and Plans have been subsequently amended by Amendments No. One
through Three inclusive which are recorded with the Department
of Records as follows:

Amend. No.	Recording No.	Volume (Condos.)	Pages (inclusive)
One	8805190304	88	31-33
	Amend. No. One was further amended by affidavit recorded under Recording No. 8811170795		
Two	8811170796	89	56-59
	Amend. No. Two was further amended by affidavit recorded under Recording No. 8902070605.		
Three	8902090315	90	52-54

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Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has completed construction of the first phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcel 73 which is legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phase only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington general partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By: 

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 8803281198 in Volume 87 of condominiums, pages 59 through 70, inclusive, as amended by Amendment No. Three recorded under Recording No. 8803281198 in Volume 87 of Condominiums, pages 52 through 54, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcel 73, which is legally described on Exhibit A hereto.

William A. Hickox

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

William A. Hickox being first duly sworn on oath, deposes and says: I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

William A. Hickox

SUBSCRIBED AND SWORN to before me this 2nd day of March, 1988

Patricia Ann Hopper

Notary Public in and for the State of Washington, residing at Centerville

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that Edwin D. Olson signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of SWANSON-DEAN CORPORATION, Managing General Partner of SWANSON-DEAN/DABWOOD PARTNERSHIP, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated: March 7, 1989

Laura J. Carlson
Notary Public

My appointment expires 1-27-90

8903090316

EXHIBIT A

PARCEL 73

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 931.19
FEET;

THENCE N01°31'58"E 420.88 FEET TO THE TRUE POINT OF
BEGINNING;

THENCE N55°00'00"W 149.85 FEET;

THENCE N43°59'10"E 88.84 FEET;

THENCE S55°00'00"E 151.42 FEET;

THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF
BEGINNING.

8903090316

EXHIBIT A

PARCEL 73

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., S.W. 1/4, 1/4, 1/4, 1/4,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF S 88° 02' W 231.12
FEET;
THENCE N 01° 31' 58" E 420.88 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE N 53° 00' 00" W 149.85 FEET;
THENCE N 33° 59' 10" E 88.84 FEET;
THENCE S 53° 00' 00" E 151.42 FEET;
THENCE S 35° 00' 00" W 88.83 FEET TO THE TRUE POINT OF
BEGINNING.

5703090316

EXHIBIT C

Location, Description, Value and Percentage Undivided Interest of Apartments

Each Westbury type Apartment is approximately 1,315 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Monticello type Apartment is approximately 1,335 square feet in area, including a loft area, and contains an entry hall with a powder room, a living room with fireplace and dining area, a kitchen with a dining nook, a master bedroom suite with a bathroom and dressing area, a loft with a full bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Versailles type Apartment is approximately 1,475 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with dining nook, a master bedroom suite with bathroom and walk-in closet, a second bathroom, a second bedroom, an exterior deck, a two-car garage, and coffered ceilings. Each Versailles (lower) type Apartment has all the features listed above for the Versailles Apartments, and has in addition, ground floor garden access.

None of the Apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each Apartment.

Bldg. No.	Type	Address	Level	Value	Percentage
73	1301 Westbury	3671 225th Pl SE	1	155,000	5.800
73	1302 Westbury	3669 225th Pl SE	1	55,000	5.800
73	2301 Versailles	3677 225th Pl SE	2	176,500	6.605
73	2302 Monticello	3679 225th Pl SE	2	159,000	5.950
73	2303 Versailles	3681 225th Pl SE	2	176,500	6.605
74	1303 Versailles(L)	3687 225th Pl SE	1	165,000	6.924
74	1304 Versailles(L)	3685 225th Pl SE	1	165,000	6.924
90	1337 Versailles(L)	3692 225th Pl SE	1	185,000	6.924
90	1338 Versailles(L)	3694 225th Pl SE	1	185,000	6.924
91	1339 Versailles(L)	3697 224th Pl SE	1	185,000	6.924
91	1340 Versailles(L)	3695 224th Pl SE	1	185,000	6.924
92	1341 Versailles(L)	3693 224th Pl SE	1	185,000	6.924
92	1342 Versailles(L)	3691 224th Pl SE	1	185,000	6.924
93	1343 Versailles(L)	3685 224th Pl SE	1	185,000	6.924
93	1344 Versailles(L)	3687 224th Pl SE	1	185,000	6.924
TOTALS				11,612,000	100.000

8903090316

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

89/06/27 #1244 B
RECD F 19.00
CASHSL ***19.00
55

AMENDMENT NO. 1
TO
FIRST AMENDED AND RESTATED DECLARATION
AND COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR
GARDEN VILLAGE I,
A Condominium

This AMENDMENT NO. 1 TO FIRST AMENDED AND RESTATED DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR GARDEN VILLAGE I, A Condominium (this "Amendment") is made as of this 26th day of June, 1989 by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, successor in interest to SWANSON-DEAN CORPORATION in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, a condominium, recorded with the Department of Records and Elections of King County, Washington (the "Department of Records") under Recording No. 8803281199, as amended by that certain First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a condominium, recorded under Recording No. ~~8805198303~~ with the Department of Records (as so amended, the "Declaration"). The land subject to the Declaration is described on Exhibit A hereto.

Capitalized terms herein have the same meaning as set forth in the Declaration.

The purpose of this Amendment is to provide for different types of Apartments in Buildings 86, 87, 88 and 89 pursuant to Declarant's powers under Section 4.4 of the Declaration, and to correct erroneously assigned values pursuant to Section 29.4 of the Declaration. At the time the Condominium was established, the list of values was calculated incorrectly, resulting in values which are approximately 20% higher than the values established for comparable Apartments within the Providence Point development. If this error were to remain uncorrected, the residents of Garden Village I would pay a disproportionately high share of the common expenses once

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JUN 27 2 14 PM '89
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

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Garden Village I is merged into the neighboring condominium regimes. Accordingly, this Amendment substitutes values calculated on the basis of each Apartment's square footage, in accordance with Declarant's practice in all other condominium villages within Providence Point.

NOW, THEREFORE, pursuant to its powers under the Declaration, Declarant hereby amends the Declaration as follows:

SECTION 1. AMENDMENT TO EXHIBIT C

Exhibit C of the Declaration is hereby deleted in its entirety and is replaced by Exhibit C attached hereto.

Except as amended hereby, the Declaration is ratified is ratified and confirmed and continues in full force and effect.

Declarant:

SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington general partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By Gary King

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Gary King signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SWANSON-DEAN CORPORATION, the General Partner of SWANSON-DEAN/DAEWOO PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: June 26, 1989.

Sharon R. Welch
(Signature)

Notary
Title
My appointment expires 5-25-91

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EXHIBIT A

Legal Description of Parcels

PARCEL 74

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 995.15 FEET;
THENCE N01°31'58"E 338.88 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 88.45 FEET;
THENCE N20°09'00"W 20.37 FEET;
THENCE N35°00'00"E 72.03 FEET;
THENCE S55°00'00"E 105.17 FEET;
THENCE S35°00'00"W 83.67 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL 73

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 931.19 FEET;
THENCE N01°31'58"E 420.88 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 149.85 FEET;
THENCE N33°59'10"E 88.84 FEET;
THENCE S55°00'00"E 151.42 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL 86

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 869.69 FEET;
THENCE N01°31'58"E 510.88 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 153.46 FEET;
THENCE N33°59'10"E 65.14 FEET;
THENCE N75°46'57"E 31.29 FEET;
THENCE S55°00'00"E 134.17 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.



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PARCEL 87

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 688.55 FEET;
THENCE N01°31'58"E 444.71 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 145.83 FEET;
THENCE N35°00'00"E 88.83 FEET;
THENCE S55°00'00"E 145.83 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.



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PARCEL 88

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 748.66 FEET;
THENCE N01°31'58"E 353.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 145.83 FEET;
THENCE N35°00'00"E 88.83 FEET;
THENCE S55°00'00"E 145.83 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL 89

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 812.94 FEET;
THENCE N01°31'58"E 265.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 145.83 FEET;
THENCE N35°00'00"E 88.83 FEET;
THENCE S55°00'00"E 145.83 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.



3-1-88

PARCEL 90

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1007.62 FEET;
THENCE N01°31'58"E 217.40 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N15°00'00"W 83.67 FEET;
THENCE N75°00'00"E 105.17 FEET;
THENCE S15°00'00"E 83.67 FEET;
THENCE S75°00'00"W 105.17 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL 91

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1181.10 FEET;
THENCE N01°31'58"E 183.69 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N32°30'00"W 85.09 FEET;
THENCE N68°00'00"E 118.36 FEET;
THENCE S22°00'00"E 83.67 FEET;
THENCE S68°00'00"W 102.86 FEET TO THE TRUE POINT OF BEGINNING.



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PARCEL 92

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1181.10 FEET;
THENCE N01°31'58"E 183.69 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S68°00'00"W 10.47 FEET;
THENCE S47°00'00"W 92.39 FEET;
THENCE N43°00'00"W 83.67 FEET;
THENCE N47°00'00"E 107.89 FEET;
THENCE N68°00'00"E 10.47 FEET;
THENCE S32°30'00"E 85.09 FEET TO THE TRUE POINT OF BEGINNING.



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PARCEL 93

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1191.92 FEET;
THENCE N01°31'58"E 294.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S61°30'00"W 102.42 FEET;
THENCE N28°30'00"W 91.79 FEET;
THENCE N01°31'47"E 20.07 FEET;
THENCE N71°06'32"E 101.11 FEET;
THENCE S23°58'00"E 92.59 FEET TO THE TRUE POINT OF BEGINNING.

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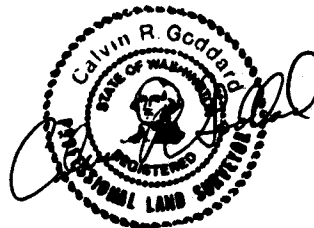
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PARCEL 94

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1191.92 FEET;
THENCE N01°31'58"E 294.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N23°58'00"W 92.59 FEET;
THENCE N71°06'32"E 108.81 FEET;
THENCE S20°09'00"E 92.05 FEET;
THENCE S71°00'00"W 102.64 FEET TO THE TRUE POINT OF BEGINNING.



3-1-88

EXHIBIT C

Location, Description, Value
and Percentage Undivided Interest
of Apartments

Each Westbury type Apartment is approximately 1,315 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Monticello type Apartment is approximately 1,335 square feet in area, including a loft area, and contains an entry hall with a powder room, a living room with fireplace and dining area, a kitchen with a dining nook, a master bedroom suite with a bathroom and dressing area, a loft with a full bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Versailles type Apartment is approximately 1,475 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with dining nook, a master bedroom suite with bathroom and walk-in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Tiffany type Apartment is approximately 980 square feet in area, and has an entry hall, a living room with fireplace, a kitchen, a dining nook, one bedroom, one full bathroom, an exterior patio, a two-car garage, and raised ceilings. Each Compton type Apartment is approximately 1,146 square feet in area, and has an entry hall, a living room with fireplace, a dining area, a kitchen with a dining nook, a master bedroom with a full bathroom, a den, a second full bathroom, an exterior courtyard, a one car garage, and vaulted ceilings.

None of the Apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each Apartment.

<u>Bldg. No.</u>	<u>Type</u>	<u>Address</u>	<u>Level</u>	<u>Value</u>	<u>Percent- age</u>	
73	1301	Westbury	3671 225th Pl SE	1	136,500	2.77439
73	1302	Westbury	3669 225th Pl SE	1	136,500	2.77439
73	2301	Versailles	3677 225th Pl SE	2	153,000	3.10976
73	2302	Monticello	3679 225th Pl SE	2	145,000	2.94714
73	2303	Versailles	3681 225th Pl SE	2	153,000	3.10976

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Bldg. No.	Type	Address	Level	Value	Percent- age	
74	1303	Versailles	3687 225th P1 SE	1	153,000	3.10976
74	1304	Versailles	3685 225th P1 SE	1	153,000	3.10976
86	1329	Tiffany	3647 225th P1 SE	1	103,000	2.09350
86	1330	Tiffany	3649 225th P1 SE	1	103,000	2.09350
86	2316	Compton	3661 225th P1 SE	2	119,500	2.42886
86	2317	Monticello	3663 225th P1 SE	2	145,000	2.94714
86	2318	Compton	3665 225th P1 SE	2	119,500	2.42886
87	1331	Tiffany	3652 225th P1 SE	1	103,000	2.09350
87	1332	Tiffany	3650 225th P1 SE	1	103,000	2.09350
87	2319	Compton	3656 225th P1 SE	2	119,500	2.42886
87	2320	Monticello	3658 225th P1 SE	2	145,000	2.94714
87	2321	Compton	3660 225th P1 SE	2	119,500	2.42886
88	1333	Tiffany	3666 225th P1 SE	1	103,000	2.09350
88	1334	Tiffany	3664 225th P1 SE	1	103,000	2.09350
88	2322	Compton	3670 225th P1 SE	2	119,500	2.42886
88	2323	Monticello	3672 225th P1 SE	2	145,000	2.94714
88	2324	Compton	3674 225th P1 SE	2	119,500	2.42886
89	1335	Tiffany	3680 225th P1 SE	1	103,000	2.09350
89	1336	Tiffany	3678 225th P1 SE	1	103,000	2.09350
89	2325	Compton	3684 225th P1 SE	2	119,500	2.42886
89	2326	Monticello	3686 225th P1 SE	2	145,000	2.94714
89	2327	Compton	3688 225th P1 SE	2	119,500	2.42886
90	1337	Versailles	3692 225th P1 SE	1	153,000	3.10976
90	1338	Versailles	3694 225th P1 SE	1	153,000	3.10976
91	1339	Versailles	3697 224th P1 SE	1	153,000	3.10976
91	1340	Versailles	3695 224th P1 SE	1	153,000	3.10976
92	1341	Versailles	3693 224th P1 SE	1	153,000	3.10976
92	1342	Versailles	3691 224th P1 SE	1	153,000	3.10976
93	1343	Versailles	3685 224th P1 SE	1	153,000	3.10976
93	1344	Versailles	3687 224th P1 SE	1	153,000	3.10976
94	1345	Versailles	3681 224th P1 SE	1	153,000	3.10976
94	1346	Versailles	3683 224th P1 SE	1	153,000	3.10976
TOTALS					24,920,000	100.00000%

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Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

89/06/27 #1251 B
RECD F 12.00
CASHSL ***12.00
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COMPLETION AMENDMENT NO. FOUR
FOR
GARDEN VILLAGE I,
a Condominium

JUN 27 2 13 PM '89
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

RECEIVED THIS DAY

This COMPLETION AMENDMENT NO. FOUR (this "Amendment") is made as of this 26TH day of JUNE, 1989, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, successor in interest to Swanson Dean Corporation in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village, A Condominium, recorded with the Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 8803281199, as amended by that certain First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a Condominium, recorded under Recording No. 8805190303 with the Department of Records and by that certain Amendment No. 1 to First Amended and Restated Declaration recorded under Recording No. ~~8805190303~~ 8902070605 with the Department of Records (as so amended, the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village I was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 8803281198 in Volume 87 of Condominiums, pages 59 through 70 inclusive. The Survey Map and Plans have been subsequently amended by Amendments No. One through Four inclusive which are recorded with the Department of Records as follows:

Amend. No.	Recording No.	Volume (Condos.)	Pages (inclusive)
One	8805190304	88	31-33
	Amend. No. One was further amended by affadavit recorded under Recording No. 8811170795		
Two	8811170796	89	56-59
	Amend. No. Two was further amended by affadavit recorded under Recording No. 8902070605.		

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Three	8903090315	90	52-54
Four	<u>8906271250</u>	<u>91</u>	<u>1-4</u>

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has completed construction of the fourth Phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 86 and 94 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phases only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington general partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By: 

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SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 8803281198 in Volume 87 of condominiums, pages 59 through 70, inclusive, as amended by Amendment No. Four recorded under Recording No. 8906271250 in Volume 91 of Condominiums, pages 1 through 4, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 86 and 94, which are legally described on Exhibit A hereto.

Paul S. Anderson
Paul S. Anderson, P.L.S. #15639

STATE OF WASHINGTON)
COUNTY OF KING) ss.

Paul S. Anderson being first duly sworn on oath, deposes and says: I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

Paul S. Anderson
Paul S. Anderson, P.L.S. #15639

SUBSCRIBED AND SWORN to before me this 26th day of June, 1989.

Sharon R. Welch
Notary Public in and for the State
of Washington, residing
at Bellview

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence
that Gary King signed this instrument,
on oath stated that he was authorized to execute the instrument
and acknowledged it as the President of
SWANSON-DEAN CORPORATION, Managing General Partner of
SWANSON-DEAN/DAEWOO PARTNERSHIP, to be the free and voluntary
act of such corporation and such partnership for the uses and
purposes mentioned in the instrument.

Dated: June 26, 1989.

Sharon R. Welch
Notary Public

My appointment expires 5-25-91

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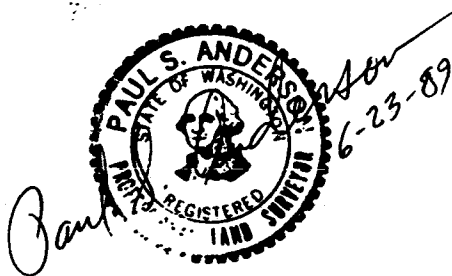
EXHIBIT A

LEGAL DESCRIPTION OF PARCELS

PARCEL 86

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 869.69 FEET;
THENCE N01°31'58"E 510.88 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 153.46 FEET;
THENCE N33°59'10"E 65.14 FEET;
THENCE N75°46'57"E 31.29 FEET;
THENCE S55°00'00"E 134.17 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.



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PARCEL 94

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1191.92 FEET;
THENCE N01°31'58"E 294.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N23°58'00"W 92.59 FEET;
THENCE N71°06'32"E 108.81 FEET;
THENCE S20°09'00"E 92.05 FEET;
THENCE S71°00'00"W 102.64 FEET TO THE TRUE POINT OF BEGINNING.

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EXHIBIT C

Location Description Value
and Percentage Undivided Interest
of Apartments

Each Westbury type Apartment is approximately 1,315 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Monticello type Apartment is approximately 1,335 square feet in area, including a loft area, and contains an entry hall with a powder room, a living room with fireplace and dining area, a kitchen with a dining nook, a master bedroom suite with a bathroom and dressing area, a loft with a full bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Versailles type Apartment is approximately 1,475 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with dining nook, a master bedroom suite with bathroom and walk-in closet, a second bathroom, a second bedroom, an exterior deck, a two-car garage, and coffered ceilings. Each Versailles (lower) type Apartment has all the features listed above for the Versailles Apartments, and has in addition, ground floor garden access. Each Tiffany type Apartment is approximately 980 square feet in area, and has an entry hall, a living room with fireplace, a kitchen, a dining nook, one bedroom, one full bathroom, an exterior patio, a two-car garage, and raised ceilings. Each Compton type Apartment is approximately 1,146 square feet in area, and has an entry hall, a living room with fireplace, a dining area, a kitchen with a dining nook, a master bedroom with a full bathroom, a den, a second full bathroom, an exterior courtyard, a one car garage, and vaulted ceilings.

None of the Apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each Apartment.

Bldg. No.	Type	Address	Level	Value	Percent- age
73 1301	Westbury	3671 225th Pl SE	1	136,500	4.333
73 1302	Westbury	3669 225th Pl SE	1	136,500	4.333
73 2301	Versailles	3677 225th Pl SE	2	153,000	4.857
73 2302	Monticello	3679 225th Pl SE	2	145,000	4.603
73 2303	Versailles	3681 225th Pl SE	2	153,000	4.857

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Bldg. No.	Type	Address	Level	Value	Percent- age
74	1303	Versailles(L) 3687 225th P1 SE	1	153,000	4.857
74	1304	Versailles(L) 3685 225th P1 SE	1	153,000	4.857
86	1329	Tiffany 3647 225th P1 SE	1	103,000	3.271
86	1330	Tiffany 3649 225th P1 SE	1	103,000	3.271
86	2316	Compton 3661 225th P1 SE	2	119,500	3.794
86	2317	Monticello 3663 225th P1 SE	2	145,000	4.603
86	2318	Compton 3665 225th P1 SE	2	119,500	3.794
90	1337	Versailles(L) 3692 225th P1 SE	1	153,000	4.857
90	1338	Versailles(L) 3694 225th P1 SE	1	153,000	4.857
91	1339	Versailles(L) 3697 224th P1 SE	1	153,000	4.857
91	1340	Versailles(L) 3695 224th P1 SE	1	153,000	4.857
92	1341	Versailles(L) 3693 224th P1 SE	1	153,000	4.857
92	1342	Versailles(L) 3691 224th P1 SE	1	153,000	4.857
93	1343	Versailles(L) 3685 224th P1 SE	1	153,000	4.857
93	1344	Versailles(L) 3687 224th P1 SE	1	153,000	4.857
94	1345	Versailles(L) 3681 224th P1 SE	1	153,000	4.857
94	1346	Versailles(L) 3683 224th P1 SE	1	153,000	4.857
TOTALS				<u>\$3,150,000</u>	<u>100.000%</u>

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and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

Oct 23 2 25 PM '89
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

COMPLETION AMENDMENT NO. FIVE
FOR
GARDEN VILLAGE I,
a Condominium

89/10/23 #0864 1A
RECD F 13.00
REC FEE 2.00
CASHSL ***15.00
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This COMPLETION AMENDMENT NO. FIVE (this "Amendment") is made as of this 19 day of OCTOBER, 1989, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, successor in interest to Swanson Dean Corporation in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village, A Condominium, recorded with the Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 8803281199, as amended by that certain First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a Condominium, recorded under Recording No. 8805190303 with the Department of Records and by that certain Amendment No. 1 to First Amended and Restated Declaration recorded under Recording No. 8906271244 with the Department of Records (as so amended, the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village I was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 8803281198 in Volume 87 of Condominiums, pages 59 through 70 in inclusive. The Survey Map and Plans have been subsequently amended by Amendments No. One through Five inclusive which are recorded with the Department of Records as follows:

Amend. No.	Recording No.	Volume (Condos.)	Pages (inclusive)
One	8805190304	88	31-33
	Amend. No. One was further amended by affidavit recorded under Recording No. 8811170795		
Two	8811170796	89	56-59
	Amend. No. Two was further amended by affidavit recorded under Recording No. 8902070605.		

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Oct 23 2 19 PM '89
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

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Three	8903090315	90	52-54
Four	8906271250	91	1-4
Five	<u>8910230863</u>	<u>92</u>	<u>12-17</u>

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has completed construction of the fifth Phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 87, 88 and 89 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phases only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington general partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By 

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SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 8803281198 in Volume 87 of condominiums, pages 59 through 70, inclusive, as amended by Amendment No. Five recorded under Recording No. 8910230863 in Volume 92 of Condominiums, pages 12 through 17, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 87, 88 and 89, which are legally described on Exhibit A hereto.

Paul S. Anderson
PAUL S. ANDERSON, P.L.S. # 15639

STATE OF WASHINGTON)
COUNTY OF KING) ss.

PAUL S. ANDERSON being first duly sworn on oath, deposes and says: I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

Paul S. Anderson
PAUL S. ANDERSON, P.L.S. # 15639

SUBSCRIBED AND SWORN to before me this 17th day of October, 1989.



Sharon R. Welch
Notary Public in and for the State
of Washington, residing
at Bellevue

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GARY KING signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SWANSON-DEAN CORPORATION, Managing General Partner of SWANSON-DEAN/DAEWOO PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: October 17, 1989.

Sharon R. Welch
Notary Public

My appointment expires 5-25-91

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EXHIBIT C

Location, Description, Value
and Percentage Undivided Interest
of Apartments

Each Westbury type Apartment is approximately 1,315 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Monticello type Apartment is approximately 1,335 square feet in area, including a loft area, and contains an entry hall with a powder room, a living room with fireplace and dining area, a kitchen with a dining nook, a master bedroom suite with a bathroom and dressing area, a loft with a full bathroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Versailles type Apartment is approximately 1,475 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with dining nook, a master bedroom suite with bathroom and walk-in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two-car garage, and coffered ceilings. Each Tiffany type Apartment is approximately 980 square feet in area, and has an entry hall, a living room with fireplace, a kitchen, a dining nook, one bedroom, one full bathroom, an exterior patio, a two-car garage, and raised ceilings. Each Compton type Apartment is approximately 1,146 square feet in area, and has an entry hall, a living room with fireplace, a dining area, a kitchen with a dining nook, a master bedroom with a full bathroom, a den, a second full bathroom, an exterior courtyard, a one car garage, and vaulted ceilings.

None of the Apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each Apartment.

Bldg. No.	Type	Address	Level	Value	Percent- age
73 1301	Westbury	3671 225th Pl SE	1	136,500	2.77439
73 1302	Westbury	3669 225th Pl SE	1	136,500	2.77439
73 2301	Versailles	3677 225th Pl SE	2	153,000	3.10976
73 2302	Monticello	3679 225th Pl SE	2	145,000	2.94714
73 2303	Versailles	3681 225th Pl SE	2	153,000	3.10976

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Bldg. No.		Type	Address		Level	Value	Percent- age
74	1303	Versailles	3687	225th P1 SE	1	153,000	3.10976
74	1304	Versailles	3685	225th P1 SE	1	153,000	3.10976
86	1329	Tiffany	3647	225th P1 SE	1	103,000	2.09350
86	1330	Tiffany	3649	225th P1 SE	1	103,000	2.09350
86	2316	Compton	3661	225th P1 SE	2	119,500	2.42886
86	2317	Monticello	3663	225th P1 SE	2	145,000	2.94714
86	2318	Compton	3665	225th P1 SE	2	119,500	2.42886
87	1331	Tiffany	3652	225th P1 SE	1	103,000	2.09350
87	1332	Tiffany	3650	225th P1 SE	1	103,000	2.09350
87	2319	Compton	3656	225th P1 SE	2	119,500	2.42886
87	2320	Monticello	3658	225th P1 SE	2	145,000	2.94714
87	2321	Compton	3660	225th P1 SE	2	119,500	2.42886
88	1333	Tiffany	3666	225th P1 SE	1	103,000	2.09350
88	1334	Tiffany	3664	225th P1 SE	1	103,000	2.09350
88	2322	Compton	3670	225th P1 SE	2	119,500	2.42886
88	2323	Monticello	3672	225th P1 SE	2	145,000	2.94714
88	2324	Compton	3674	225th P1 SE	2	119,500	2.42886
89	1335	Tiffany	3680	225th P1 SE	1	103,000	2.09350
89	1336	Tiffany	3678	224th P1 SE	1	103,000	2.09350
89	2325	Compton	3684	225th P1 SE	2	119,500	2.42886
89	2326	Monticello	3686	225th P1 SE	2	145,000	2.94714
89	2327	Compton	3688	225th P1 SE	2	119,500	2.42886
90	1337	Versailles	3692	225th P1 SE	1	153,000	3.10976
90	1338	Versailles	3694	225th P1 SE	1	153,000	3.10976
91	1339	Versailles	3697	224th P1 SE	1	153,000	3.10976
91	1340	Versailles	3695	224th P1 SE	1	153,000	3.10976
92	1341	Versailles	3693	224th P1 SE	1	153,000	3.10976
92	1342	Versailles	3691	224th P1 SE	1	153,000	3.10976
93	1343	Versailles	3685	224th P1 SE	1	153,000	3.10976
93	1344	Versailles	3687	224th P1 SE	1	153,000	3.10976
94	1345	Versailles	3681	224th P1 SE	1	153,000	3.10976
94	1346	Versailles	3683	224th P1 SE	1	153,000	3.10976
TOTALS						\$4,920,000	100.00000%

0021

EXHIBIT A

PARCEL 87

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 688.55 FEET;
THENCE N01°31'58"E 444.71 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 145.83 FEET;
THENCE N35°00'00"E 88.83 FEET;
THENCE S55°00'00"E 145.83 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL 88

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 748.66 FEET;
THENCE N01°31'58"E 353.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 145.83 FEET;
THENCE N35°00'00"E 88.83 FEET;
THENCE S55°00'00"E 145.83 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.



3-1-88

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PARCEL 89

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 812.94 FEET;
THENCE N01°31'58"E 265.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N55°00'00"W 145.83 FEET;
THENCE N35°00'00"E 88.83 FEET;
THENCE S55°00'00"E 145.83 FEET;
THENCE S35°00'00"W 88.83 FEET TO THE TRUE POINT OF BEGINNING.

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and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

90/06/29 #2010 1A
RECD F 70.00
RECFEE 2.00
CASHSL ***72.00
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DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS

FOR

GARDEN VILLAGE II

A CONDOMINIUM

JUN 29 2 27 PM '90
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KING COUNTY

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DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR
GARDEN VILLAGE II, A CONDOMINIUM

This DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR GARDEN VILLAGE II, A CONDOMINIUM (for the purpose of the Recitals, this "Declaration") is made by the SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, as of this 21st day of April, 1990.

SECTION 1. DEFINITIONS

1.1 Words Defined. For purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

1.1.1 "Act" shall mean the Horizontal Property Regimes Act of the state of Washington, Laws of 1963, Chapter 156, presently codified in Chapter 64.32, Revised Code of Washington, as now or hereafter amended.

1.1.2 "Apartment" shall mean an area in a building composed of one or more rooms or other enclosed spaces in a building, and which is intended for use as a residence. The boundaries of an Apartment are the interior unfinished surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the Apartment includes both the portions of the building so described and the air space so encompassed.

1.1.3 "Articles" shall mean the Articles of Incorporation of the Association.

1.1.4 "Association" shall mean the Association of Apartment Owners described in Section 14 of this Declaration.

1.1.5 "Board" shall mean the board of directors of the Association.

1.1.6 "Bylaws" shall mean the Bylaws of the Association.

1.1.7 "Common Area" and "Common Areas and Facilities" shall have the meaning set forth in Section 6 and in Section 7.

1.1.8 "Completion Amendment" shall have the meaning set forth in Section 4.

1.1.9 "Condominium" shall mean the horizontal property regime created by this Declaration.

1.1.10 "Declarant" shall mean the Swanson-Dean/Daewoo Partnership, a Washington general partnership, and its successors and assigns.

JUN 29 1990

1.1.11 "Declaration" shall mean this Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village II, a Condominium, as it may from time to time be amended.

1.1.12 "Eligible Insurer or Guarantor" shall mean an Institutional Holder who insures or guarantees repayment of indebtedness secured by a First Mortgage on an Apartment.

1.1.13 "Entire Property" shall have the meaning set forth in the Umbrella Declaration.

1.1.14 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on an Apartment that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Apartment, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.15 "Institutional Holder" shall mean a bank or savings and loan association or established Mortgage company, or other entity chartered under federal or state laws, any corporation in the business of owning or servicing real estate Mortgages, or insurance company, or any federal or state agency.

1.1.16 "Managing Agent" shall mean the person designated by Declarant under Section 16.2 or by the Board under Section 17.4.

1.1.17 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against an Apartment and, except as otherwise herein set forth, shall also mean a real estate contract for the sale of an Apartment.

1.1.18 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on an Apartment created by a Mortgage and, except as otherwise herein set forth, shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of an Apartment.

1.1.19 "Owner" shall mean the record holder, whether one or more Persons, including Declarant, of either (i) fee title to an Apartment subject of a recorded Completion Amendment, or (ii) in the case of such an Apartment being sold by real estate contract, the vendee's interest therein.

1.1.20 "Parcel" shall mean each of the several parcels of land legally described on Exhibit A.

1.1.21 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.22 "Phase" shall have the meaning set forth in Section 4.

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1.1.23 "Property" shall mean the land and the buildings and all improvements and structures now or hereafter placed on the Parcels described in Exhibit A.

1.1.24 "Survey Map and Plans" shall mean the Survey Map and Plans recorded under Recording No. 9006292009 with the Department of Records and Elections of King County, Washington, and any further amendments, corrections, and additions thereto subsequently recorded, including pursuant to Section 4.

1.1.25 "Transition Date" shall have the meaning set forth in Section 16.1.

1.1.26 "Umbrella Association" shall mean the Providence Point Umbrella Association, a nonprofit corporation.

1.1.27 "Umbrella Board" shall mean the board of directors of the Umbrella Association.

1.1.28 "Umbrella Declaration" shall mean the Providence Point Umbrella Declaration and Covenants, Conditions, Restrictions, Easements and Reservations recorded under Recording No. 8406270803 with the Department of Records and Elections of King County, Washington, as now or hereafter amended, supplemented or restated from time to time.

1.1.29 "Umbrella Property" shall have the meaning set forth in the Umbrella Declaration. When and if Declarant records one or more Subsequent Umbrella Phase Certificates (as defined in the Umbrella Declaration), the word "Umbrella Property" shall from the time of such recording include all the property subject of each and all Subsequent Umbrella Phase Certificates except the Phase Parcels (as those terms are defined in the Umbrella Declaration) located therein.

1.1.30 "Withdrawal Certificate" shall have the meaning set forth in Section 4.

1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

1.3 Statutory Definitions. Some of the terms defined above are also defined in the Act. The definitions in this Declaration are not intended to limit or contradict the definitions in the Act. If there is any inconsistency or conflict, the definition in the Act will prevail, unless the Act permits such inconsistency or conflict.

1.4 Inflationary Increase in Dollar Limits. The dollar amounts specified in Sections 17, 23, 24, 25 and 11.8 may, in the discretion of the Board, be increased proportionately by the increase in the CPI from the base period to adjust for any inflation in the value of the dollar. "CPI" means the Consumer Price Index for All Urban Consumers, all items, prepared by the United

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States Department of Labor, or if the C.P.I. is discontinued, then the closest successor or supplanting index selected by the Board in its discretion. "Base period" shall be the period during which this Declaration is recorded.

SECTION 2. SUBMISSION OF THE PROPERTY TO THE ACT

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 hereby declares that the Property is and shall be held, used, conveyed, encumbered, leased, occupied, rented, and improved subject to the covenants, conditions, restrictions, reservations, and easements stated in this Declaration, all of which are declared and agreed to be in furtherance of the division of the Property into Condominium Apartments and Common Areas and Facilities and shall be deemed to run with the land and be a burden and benefit to Declarant, its successors, and assigns, and all Persons who hereafter own or acquire an interest in the Property or any part thereof, and their grantees, successors, heirs, executors, administrators, and assigns.

SECTION 3. DESCRIPTION OF BUILDINGS

Construction of the Condominium is not complete and the Survey Map and Plans only depict the locations and floor plans of the buildings Declarant plans to construct. There will be a maximum of 24 buildings containing Apartments in the Condominium, plus additional ancillary structures containing garages or storage lockers. Such buildings shall be principally of wood frame construction on concrete footing foundations and will have a coated wood or coated metal siding exterior. Locations and floor plans of the buildings declarant plans to construct are further described in the Survey Map and Plans. The address of each Apartment and the building in which it is located, the number of Apartments per building, and other information concerning the Apartments, is set forth in Exhibit C attached hereto.

SECTION 4. CONSTRUCTION IN PHASES. DESCRIPTION OF LAND

4.1 Construction in Phases. Declarant proposes to construct the Condominium in Phases on the several Parcels of land described in Exhibit A. When and if Declarant completes the construction of one or more Phases, Declarant may record a record a Completion Amendment to this Declaration that (a) specifies the Parcels on which the construction has then been completed, (b) contains a verified statement by a registered architect, registered professional engineer, or registered land surveyor certifying that the Survey Map and Plans for said Parcels, including any amendments thereto, accurately depict the locations and dimensions, of the Apartments as built on said Parcels, and (c) contains a schedule of the value and the percentage of undivided interest in the Common Areas and Facilities appertaining to each Apartment then completed and each Apartment previously completed and subject of a Completion Amendment. The schedule of values and percentage interests shall use the value for each Apartment indicated on Exhibit C hereto. The percentage interest for each Apartment shall be computed by dividing the value of such Apartment by the sum

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of the values of all the Apartments subject of the Completion Amendment and all Apartments subject of any previously recorded Completion Amendments.

4.2 Completion Sequence and Withdrawal. Declarant may elect to complete the construction of the Condominium in one or more Phases by completing the construction of improvements on the Parcels subject of each Phase and recording a Completion Amendment with respect thereto. Declarant may construct the improvements on any Parcels one at a time or in any combinations and in any sequence which Declarant elects. Declarant may elect to withdraw one or more Parcels from the Condominium and may record a Withdrawal Certificate, executed by Declarant alone, declaring that any Parcel not subject of a previously recorded Completion Amendment are thereby withdrawn from the Condominium. All Parcels for which a Completion Amendment is not recorded within seven (7) years from the date of the first recording of a deed to an Apartment purchaser (but not of a deed of the entire Property) shall be automatically deemed withdrawn and excluded from the Condominium. If one or more Parcels are withdrawn from the Condominium pursuant to this Section 4.2, the remaining Parcels shall constitute a complete, fully operational Condominium. Effective upon the recording of a Withdrawal Certificate for Parcels subject of the Withdrawal Certificate, and upon the expiration of the aforesaid seven-year period for any Parcels not previously subject of a Completion Amendment or a Withdrawal Certificate, the Parcels shall no longer be subject to this Declaration and may be used for any lawful purpose that is then allowed by the zoning and other applicable land use laws and regulations.

4.3 Character of Improvements. The improvements constructed on a Parcel subject to a Completion Amendment will as to matters of style, quality and size, continue to be comparable to and compatible with the improvements constructed on Parcels subject of previously recorded Completion Amendments; provided that nothing herein shall preclude subsequent phases from including tri-level buildings, two level garages and/or apartments with two levels. The power to determine whether Declarant's construction of improvements meets the requirements of this Section 4.3 will be referred to Declarant's architect and one other architect to be designated by Declarant who shall have no association with this Condominium project. If the two architects agree that the construction planned for or made in the improvements in the Phase comply with the requirements of this Section 4.3, such determination shall be conclusive and binding upon all persons who have or acquire any interest in the Condominium. Any claim that Declarant's construction of improvements does not comply with this Section 4.3 must be made within two months after the claimant has notice of the alleged non-compliance and, in any event, not later than sixty (60) days after the filing of a Completion Amendment for such improvements. This Section 4.3 shall apply to the Parcels only as each of them is the subject of a recorded Completion Amendment.

4.4 Improvement Variations. Declarant contemplates constructing the improvements on each Parcel as depicted on the Survey Map and Plans, but Declarant reserves the right to amend the Survey Map and Plans for any Parcel not subject of a previously recorded Completion Amendment to reflect any deviations between the improvements as depicted on the Survey Map and Plans and as actually constructed. Declarant also reserves the right to amend the Survey Map and Plans

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for any Parcel not subject of a previously recorded Completion Amendment to provide for different locations and the construction of different buildings and improvements than those depicted in the Survey Map and Plans including the inclusion of different Apartment types; provided that (i) the number of Apartments constructed on each such Parcel shall not vary from that indicated in Section 3 hereof and the total assigned value of the Apartments constructed on any such Parcel shall not exceed the total assigned value of the Apartments on such Parcel as depicted on Exhibit C hereto by more than ten percent and (ii) the construction of all improvements pursuant to such amended Survey Map and Plans shall be subject to the provisions of Section 4.3 hereof, but nothing in Section 4.3 shall be deemed to preclude tri-level buildings, two-level garages and/or Apartments with two levels. Declarant alone shall have authority to execute and record any amendment to the Survey Map and Plans authorized by this Section 4.4, as well as amendments to Exhibit A and/or Exhibit C hereto required to make such Exhibit conform to or be consistent with an amendment to the Survey Map and Plans; including the assignment of values for any new Apartment types and the recomputation of percentage interests in Common Areas and Facilities based upon the inclusion of any new Apartment types and their assigned values. All of Declarant's powers under this Section 4.4 shall expire upon the earlier of (i) the date when all Parcels have either been subject of a recorded Completion Amendment or a Withdrawal Certificate, or (ii) the expiration of the seven-year period provided in Section 4.2 hereof.

4.5 Merger with Other Horizontal Property Regimes.

4.5.1 Declarant reserves the power prior to the Umbrella Transition Date (as defined in the Umbrella Declaration) and regardless of whether the Transition Date hereunder has occurred, to merge this Condominium (either in its first Phase or such additional Phase(s) as may be completed) with one or more horizontal property regimes now or hereafter established on any of the land described on Exhibit B attached hereto, the location of which is shown for convenience only on Exhibit B-1 attached hereto, thereby creating a single, unified condominium upon all of the Parcels affected by the merger. Declarant may exercise this merger power more than one time if there remain other portions of the land described on Exhibit B on which horizontal property regimes are established that have not been merged with this Condominium.

4.5.2 Declarant may exercise the power of merger described in Section 4.5.1 by recording in the public records a Merger Certificate that specifies (a) the horizontal property regimes that are thereby merged, and (b) which one of the merged horizontal property regimes shall be deemed to be the "Surviving Regime".

4.5.3 In the event of a merger under this Section 4.5, the condominium declaration of the Surviving Regime and articles of incorporation and bylaws of its Association of Apartment Owners, and the provisions for joint use and maintenance of common areas and facilities, shall become applicable to the entire merged horizontal property regime in the same manner and with the same effect as if the Surviving Regime had been expanded to add the other regime or regimes as subsequent phases of the Surviving Regime pursuant to its condominium declaration.

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4.5.4 If this Condominium is merged into another condominium under this Section 4.5 and the other condominium is the Surviving Regime, this Declaration and the Articles and Bylaws of the Association shall automatically be extinguished when the declaration, articles, and bylaws of the Surviving Regime become applicable to the Property theretofore governed by this Declaration. If this Condominium is the Surviving Regime, the condominium declaration, articles and bylaws of the other condominiums shall automatically be extinguished.

4.5.5 Declarant's power to include this Condominium in a merger with another regime, either as the Surviving Regime or the non-Surviving Regime, shall be limited by the following requirements:

(a) The character of the improvements on the parcels merged with this Condominium shall be subject to the provisions of Section 4.3 hereof to the same extent as if the parcels were the subject of a Completion Amendment.

(b) If this Condominium is merged into another regime that is specified as being the Surviving Regime, the declaration, articles, and bylaws (collectively, the "Documentation") of the Surviving Regime shall not differ from the Documentation of this Condominium in such a way that the adoption of the Surviving Regime's Documentation constitutes a material amendment of this condominium's Documentation. (This requirement may be waived by obtaining the approval of the merger by the number of Apartment Owners and Mortgagees that would have been required to approve the changes as an amendment to this Declaration). The fact that substantive provisions dealing with commercial apartments as Commercial Units (as defined in the Umbrella Declaration) are contained in the Surviving Regime's Documentation shall not constitute a material amendment of this Declaration.

(c) The Merger Certificate shall contain a schedule of the percentage of undivided interest in the common areas and facilities appertaining to each Apartment in the Surviving Regime after the merger.

(d) Once the Veteran's Administration has given its project approval for the Condominium, any mergers pursuant to this Section 4.5 shall require the prior written approval of the Administrator of Veteran's Affairs, or an employee authorized to act in said Administrator's stead.

SECTION 5. LOCATION AND DESCRIPTION OF APARTMENTS

The Apartments are expected to be of six (6) basic types, but other types may be added provided they meet the requirements of Section 4.3. The anticipated configurations of each type of Apartment and the anticipated locations of the Apartments are shown in the Survey Map and Plans. In the event of any material deviations between what is actually constructed and what is depicted on the Survey Map and Plans, Declarant shall amend the Survey Map and Plans to reflect such deviations prior to recording a Completion Amendment for the Parcel or Parcels containing such deviations. Each individual Apartment is identified by an assigned number within the building in which it is located. The

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floor level of each Apartment within a building, and the Apartment type, number of rooms, and approximate area of each Apartment are set forth in Exhibit C hereto.

SECTION 6. DESCRIPTION AND USE OF COMMON AREAS AND FACILITIES

6.1 Description. The Common Areas and Facilities consist of those specified in the Act, as well as the following:

6.1.1 The land described in Exhibit A, less any portions thereof subsequently withdrawn pursuant to Section 4.2.

6.1.2 The roofs, foundations, studding, joists, beams, supports, main walls (excluding only non-bearing interior partitions of Apartments, if any), and all other structural parts of the buildings, to the interior surfaces of the Apartments' perimeter walls, floors, ceilings, windows, and doors.

6.1.3 The pipes, wires, conduits, and other fixtures and equipment for utilities and all tanks, pipes, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use.

6.1.4 The lobbies, entrance ways, decks, stairs and stairways, elevators, hallways, corridors, utility rooms, laundry facilities, workshops and other areas or facilities in Apartment buildings that are not within an Apartment.

6.1.5 The roadways and driveways within the Property which provide access to the Apartment buildings and to the parking areas.

6.1.6 The grounds, trees, gardens, landscaped areas, outdoor irrigation systems, exterior fixtures, lawns and walkways which surround and provide access to the buildings.

6.1.7 Certain items which might ordinarily be considered Common Areas such as, but not limited to, screen doors, window screens, awnings, planter boxes, and the like, if any, may pursuant to specifications in the Bylaws or administrative rules and regulations, be designated as items to be furnished and maintained by Apartment Owners at their individual expense, in good order, according to standards and requirements set forth in the Bylaws or by rule adopted by the Board.

6.1.8 The limited Common Areas and Facilities described in Section 7.

6.1.9 The parking areas except the covered carports, and garages which are a part of the limited Common Areas and Facilities.

6.2 Use. Each Apartment Owner shall have the right to use the Common Areas and Facilities (except the limited Common Areas and Facilities reserved for other Apartments) in common with all other Apartment Owners, as well

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as the Common Areas and Facilities which are located upon or within the Umbrella Property. The right to use the Common Areas and Facilities shall extend not only to each Apartment Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Areas and Facilities, including the limited Common Areas and Facilities, shall be governed by the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations of the Association. The Owners shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, and no other Person shall have the right to have them partitioned or divided. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Apartment Owners and occupants shall not be deemed a partition or division. A subdivision of an Apartment pursuant to Section 28 will not be deemed a violation of this provision.

SECTION 7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

Some Common Areas and Facilities, called limited Common Areas and Facilities, are reserved for the exclusive use of the Apartment to which they are adjacent or assigned. They consist of (i) decks, patios, greenhouses and/or solarium areas adjacent to Apartments that are accessible only from the Apartment, and (ii) storage lockers located within or adjacent to the Apartment buildings and covered, enclosed, underground or open parking spaces assigned to each Apartment pursuant to Section 10, (iii) heat pump exchange unit areas, if any, located in areas now or hereafter established or approved by the Board, and (iv) any private elevators serving a particular Apartment constructed by Declarant prior to recording a Completion Amendment for the subject Apartment or subsequently constructed and approved by the Board. Conveyance of an Apartment includes the exclusive rights to the limited Common Areas and Facilities appurtenant to that Apartment.

SECTION 8. ACCESS

Each Apartment subject of a Completion Amendment will have direct access either to a deck and stairway or hallway and stairway or elevator and hallway in the building in which it is located, and thence to the common walkways of the Condominium or directly to the common walkways, and, in either case, thence to the parking areas, and driveways of the Condominium and the driveways and roadways of the Umbrella Association, thence to the public streets. The right of ingress and egress to and from each Apartment, including over the roadways and walkways of the Umbrella Property as set forth in the Umbrella Declaration, shall be perpetual and appurtenant to each Apartment.

SECTION 9. VALUE OF PROPERTY AND EACH APARTMENT AND PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES

9.1 Schedule of Values and Percentages. For the purpose of meeting certain requirements of the Act, the value of the Property, assuming completion of all Apartments set forth on Exhibit C hereto, is declared to be \$4,261,000; but such value is subject to revision pursuant to Section 4 hereof. The value of each Apartment and the percentage of undivided interest in the Common Areas

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and Facilities appertaining to each Apartment and its Owner upon completion of all Phases for all purposes, including voting, and assuming no withdrawal of Parcels pursuant to Section 4.2, and no amendments adding additional Apartment types pursuant to Section 4.4, are set forth in Exhibit C attached hereto. The values do not necessarily reflect the amount for which an Apartment will be sold by Declarant, or others, and will not be altered by variations in selling prices.

9.2 Effect of Completions in Phases. The Completion Amendment for each Phase shall include a schedule of the percentage interest for each Apartment within such Phase and each Apartment subject of a previously recorded Completion Amendment, which percentage interest shall be calculated as provided in Section 4.2. As additional Parcels are subject of Completion Amendments, the percentage interest for Apartments subject of previous Completion Amendments shall be recalculated as provided in Section 4.2. The percentage interest in Common Areas and Facilities set forth in the last recorded Completion Amendment shall be used for purposes of all voting, assessments and distributions of money or property under this Declaration, the Articles and/or the Bylaws. Any Parcel not then subject of a recorded Completion Amendment shall not be subject to any assessments under this Declaration, the Articles and/or the Bylaws and shall not be entitled to any voting rights, or distributions under the Declaration, the Articles and/or the Bylaws. The Association shall have no obligations or liability whatsoever for the operation, maintenance, repair, replacement and/or insurance of any Parcel or any improvements located thereon unless and until such Parcel is the subject of a recorded Completion Amendment.

SECTION 10. PARKING SPACES, PRIVATE ELEVATORS, AND STORAGE LOCKERS

10.1 Assignment of Parking Spaces, Private Elevators and Storage Lockers. The Owner of each Apartment has the unqualified right to use at least one enclosed parking garage in the Condominium sufficient to accommodate an automobile. In addition Declarant may also assign storage lockers and private elevators to individual apartments in accordance herewith. A parking garage shall be assigned to each Apartment by the Condominium deed to the Owner and storage lockers and private elevators may also be assigned in such deeds. The parking garage and the storage lockers in the Condominium are designated by number and are shown on the Survey Map and Plans. Each Apartment shall have one parking garage assigned to it at all times. Any private elevators subsequently constructed shall be designated by number in an amendment to the Survey Map and Plans. As long as Declarant is the Owner of an Apartment or a Parcel which has not been withdrawn or excluded from the Condominium pursuant to Section 4.2, Declarant may, from time to time, assign additional parking garages, private elevators and/or storage lockers to individual Apartments by recording an instrument in the Department of Records and Elections of King County, Washington, which (i) is executed and acknowledged by Declarant, (ii) refers to this Declaration, (iii) sets forth the legal description of the subject Apartment and (iv) states which parking garage, elevator and/or storage locker is thereby assigned to the subject Apartment.

10.2 Parking Space Restrictions. All parking spaces except enclosed or underground garages are restricted to use for parking of operative automobiles only. All other items and equipment, including, without limitation, trucks,

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boats, trailers, recreational vehicles, campers, and any other kind of motorized or non-motorized vehicle, item or equipment, unless kept in an individual enclosed garage assigned to the Owner, may be parked and kept only in such parking areas, if any, that the Umbrella Board may from time-to-time designate and then subject to the rules and regulations established by the Umbrella Board. The Board or the Umbrella Board may upon 72 hours written notice require removal of any inoperative vehicle or any unsightly vehicle or any other equipment or item improperly found in an open parking space. A written notice affixed to the vehicle, item or equipment shall be considered notice in addition to and irrespective of any other notice. If the vehicle, item or equipment is not removed within 72 hours after the written notice is affixed to the vehicle or otherwise delivered to the Owner, the Board or the Umbrella Board may cause removal at the expense and risk of the Owner thereof.

10.3 Transfer. After a parking space and storage locker have been assigned to an Apartment, the Owner of said Apartment may lease or license the parking space and or storage locker assigned to that Apartment to any other Owner; provided that (i) the lease or license term shall automatically expire no later than the date the lessor Owner or the lessee or licensee Owner voluntarily or involuntarily disposes of his or her interest in the Apartment (whether such disposition is by deed, contract, foreclosure or otherwise) and (ii) the Board is notified in advance in writing of any such lease or license agreement or arrangement.

SECTION 11. PERMITTED USES; MAINTENANCE OF APARTMENTS

11.1 Residential Use and Age Restriction. The buildings and Apartments are intended for and restricted to use as single family residences only, on an ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incidental to such use, and for the purposes of operating the Association and managing the Condominium or, pursuant to Section 8.7 of the Umbrella Declaration, the Umbrella Association. In addition to and notwithstanding the foregoing, Declarant may use Apartments it owns as sales offices and models for sales of other Apartments in, on or about the Entire Property (as defined in the Umbrella Declaration) as amended. OCCUPANCY OF ALL APARTMENTS IN THE CONDOMINIUM IS FULLY, COMPLETELY AND UNCONDITIONALLY SUBJECT TO THE AGE RESTRICTION PROVISIONS OF SECTION 8.11 OF THE UMBRELLA DECLARATION. By acceptance of a deed or other conveyance of an Apartment, each Owner, for himself, and anyone occupying the Apartment, by, under or through him, shall thereby be deemed fully, completely and unconditionally to have acknowledged and agreed to abide by said age restriction provisions including the power of the Umbrella Board to waive the age restriction as therein set forth.

11.2 Leases. With the exception of a Mortgagee in possession of an Apartment following a default in a First Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Apartment Owner or other Person shall be permitted to lease or otherwise rent an Apartment for a term less than 30 days. No lease or rental of an Apartment may be of less than the entire Apartment. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of this Declaration, the Bylaws and rules and regulations of the Association, the provisions of the Umbrella

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Declaration, the Umbrella Bylaws, and the rules and regulations of the Umbrella Association, and that any failure by the tenant to comply with any of the terms thereof shall be a default under the lease or rental agreement. All lease and rental agreements shall grant the Board the right and authority to evict a tenant on the Apartment Owner's behalf for any default encompassed by the preceding sentence. All lease and rental agreements, regardless of whether or not they contain the foregoing provisions, shall be deemed to contain such provisions and such provisions shall be binding upon the Apartment Owner and the tenant by reason of the provisions being stated in this Declaration. Neither the Board nor the Association shall be liable to an Apartment Owner or a tenant for any eviction under this Section 11.2 so long as such eviction is made in good faith and otherwise in compliance with applicable law. All leases and rental agreements must be in writing, and as a condition of a lease or rental agreement becoming effective, copies of all lease and rental agreements for an Apartment shall be delivered to the Board before any tenancy commences and the Owner-landlord shall deliver a certification to the Umbrella Association that the tenant-renter was given a copy of all the rules and regulations of the Board and the Umbrella Board. Other than as stated in this Section 11.2, there is no restriction on the right of any Apartment Owner to lease or otherwise rent his Apartment.

11.3 Apartment Maintenance and Decoration. Each Apartment Owner shall, at his sole expense, keep the interior of his Apartment and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his Apartment. Each Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures, or appliances, including any private elevator, which are in his Apartment or portions thereof that serve his Apartment only, and shall replace any glass in the windows and in the exterior doors of his Apartment that becomes cracked or broken. Without limiting the generality of the foregoing, each Apartment Owner shall have the right and the duty at his sole expense and cost to maintain, repair, paint, paper, panel, plaster, tile and furnish the unfinished interior surfaces of the ceilings, floors, window frames, perimeter walls of his Apartment and the bearing and non-bearing walls located within his Apartment and shall not permit or commit waste of his Apartment, its appurtenant limited Common Areas and Facilities, or the Common Areas and Facilities. Each Apartment Owner shall have the right to substitute new finish surfaces for the finished surfaces existing on the ceilings, floors and walls, except no Apartment Owner shall install any hard flooring (including, without limitation, hard wood, tile, slate or other such materials) in, on, or about his Apartment without the prior written consent of the Board and all Apartment Owners whose Apartments are below such hard flooring. This Section 11.3 shall not be construed as permitting an interference with or damage to the structural integrity of the Building or interference with the use and enjoyment of the Common Areas and Facilities or of the other Apartments or limited Common Areas and Facilities or any of them nor shall it be construed to limited the powers or obligations of the Association or the Umbrella Association. Each Apartment Owner will be responsible for care, maintenance, cleanliness and orderliness of limited Common Areas appurtenant to his Apartment, provided that the Board may assume responsibility therefor from

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time to time as it sees fit and allocate the cost thereof to the Apartments on an equitable basis. No Owner shall, however, modify, paint, or otherwise decorate, or in any way alter the interior or the exterior of their respective limited Common Areas, including exterior lighting fixtures even though they may be controlled from an Apartment, without prior written approval of the Board. The cost of caring, maintaining, modifying, painting or redecorating limited Common Areas and Facilities shall be the responsibility of the Owner of the Apartment to which said limited Common Areas and Facilities are appurtenant.

11.4 Exterior Appearance. In order to preserve a uniform appearance of the building and those portions of the Common Areas and limited Common Areas and Facilities which are visible to the public, the Board may require and provide for the painting, staining, and or other decorative finish of the buildings and the Common Areas or limited Common Areas and Facilities which are visible to the public, and may prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Building and any Common Areas or limited Common Areas and Facilities which are visible to the public and which is undertaken or proposed by an Apartment Owner. This power of the Board extends to blinds, screens, doors, awnings, railings, flower boxes and other portions of each Apartment which are visible from the exterior of Apartments. To the extent visible from the exterior of an Apartment, the Board may also require use of a uniform color of blinds, draperies, under-draperies or drapery lining for all Apartments. No exterior radio or television antennas may be installed on or about any of the Property. All of the powers of the Board set forth in this Section 11.4 are hereby fully, completely and unconditionally delegated to the Umbrella Board for all purposes hereof.

11.5 Effect on Insurance. Nothing shall be done or kept in any Apartment or in any Common Area which will increase the rate of insurance on the Common Area, other Apartments, or buildings without the prior written consent of the Board. Nothing shall be done or kept in any Apartment or in any Common Area which will result in the cancellation of insurance on any Apartment or building or any part of the Common Areas, or which would be in violation of any laws.

11.6 Alteration of Common Area. Nothing shall be altered or constructed in, on or removed from any Common Area or facility except upon the prior written consent of the Board. The Board may in its discretion elect to allow modifications of Common Area for the benefit of a particular Apartment, such as the installation of covered walkways, provided that the Owner of such Apartment is responsible for all costs and expenses incurred in connection with the installation and maintenance of such modification.

11.7 Signs. No sign of any kind shall be displayed to the public view on or from any Apartment, Common Area, or limited Common Area without the prior written consent of the Board; provided, that the Board shall designate an area or areas for display of "For Sale" signs. This Section 11.7 shall not apply to Declarant.

11.8 Pets. No pet, which term includes without limitation livestock, domestic or other animals, poultry, reptiles or living creatures of any kind, shall be raised, bred, or kept in any Apartment or in the Common Areas

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or limited Common Areas, except subject to rules and regulations adopted by the Board, or Bylaws adopted by the Association, and in accordance with the rules and regulations of the Umbrella Board. No pet in any event shall be kept in any Apartment or in the Common Areas for Commercial purposes. If an Owner violates the provisions hereof the Board may, in its discretion, designate the particular pet a nuisance and impose a \$100 per month charge against the Owner of the designated pet which assessments shall be chargeable against the Owners' Apartment as an additional special assessment under Section 19.1 and any such special pet assessment shall, for purposes of this Declaration, be fully chargeable and enforceable against the Apartment under Section 19 as if such amount were a regular monthly assessment. The Board may also at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain.

11.9 Offensive Activity. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any building or on the Limited Common Areas so as to be visible from other Common Area. No air conditioner, TV antenna or dish (except community antennae which may be approved by Declarant, or after the Umbrella Transition Date, by the Umbrella Board) or other device shall be attached to or suspended from a dwelling or placed on the window sills thereof. All trash shall be placed in containers, which shall be kept in areas and in such manner as specifically designated or approved by the Board. No noxious or offensive activity shall be carried on in any Apartment or Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

11.10 Conveyances; Notices Required. The right of an Apartment Owner to sell, transfer, or otherwise convey the Apartment shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to sell an Apartment shall deliver a written notice to the Board, at least two weeks before closing, specifying the Apartment being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Apartment, whether or not such information is requested.

SECTION 12. ENTRY FOR REPAIRS

The Association and its agents or employees may enter any Apartment when necessary (i) in connection with any maintenance, landscaping, or construction for which the Association is responsible, or (ii) for making emergency or other necessary repairs or maintenance that the Apartment Owner has failed to perform, or (iii) for making repairs necessary to prevent damage to the Common Areas and Facilities or to another Apartment. Except in cases of great emergency that preclude advanced notice, the Board shall cause the Apartment occupant 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 Owners and occupants as practicable. Any damage

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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 default of the Owner or occupant of the Apartment entered, in which event the costs of the repairs or maintenance shall be specially assessed to that Apartment.

SECTION 13. SERVICE OF PROCESS

Gary King, whose address is 4135 Providence Point Drive S.E., Issaquah, WA, 98027, is the Person upon whom process may be served as provided for in the Act. After organization of the Association, service of process for the purposes provided in the Act shall be made upon the registered agent of the Association. The Board may at any time designate a different Person for such 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.

SECTION 14. ASSOCIATION OF APARTMENT OWNERS

14.1 Form of Association. The Owners of Apartments shall constitute an Association of Apartment Owners as defined in the Act. The Association will be a nonprofit corporation formed under the laws of the state of Washington; provided, that from and after the formation of such nonprofit corporation, the rights and duties of the members and of the corporation shall continue to be governed by the provisions of the Act and of this Declaration.

14.2 Qualification for Membership. Each fee Owner of an Apartment (including Declarant) subject of a Completion Amendment shall be a member of the Association and shall be entitled to one membership for each Apartment owned; provided, that if an Apartment has been sold on contract, the contract purchaser shall exercise the rights of the Apartment Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of an Apartment shall be the sole qualification for membership in the Association.

14.3 Transfer of Membership. The Association membership of each Apartment Owner (including Declarant) shall be appurtenant to the Apartment giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Apartment and then only to the transferee of title to the Apartment. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an Apartment shall operate automatically to transfer the membership in the Association to the new Owner.

14.4 Number of Votes. The total voting power of all Owners shall be 100 votes, and the total number of votes available to the Owner of any one Apartment shall be equal to the percentage of undivided interest in the Common Areas and Facilities appertaining to the Apartment at the time of each vote. If a Person (including Declarant) owns more than one Apartment, he or she shall have the votes appertaining to each Apartment owned.

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14.5 Voting Representative. An Apartment Owner may, by written notice to the Board, designate a voting representative for the Apartment. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Person having an Ownership interest in an Apartment, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an Ownership interest in the Apartment, except in cases in which the Person designated is a Mortgagee of the Apartment. This power of designation and revocation may be exercised by the guardian of an Apartment Owner, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Apartment shall be the group composed of all of its Owners. If an Apartment is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community.

14.6 Joint Owner Disputes. The vote for an Apartment must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

14.7 Pledged Votes. An Apartment Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Apartment for 90 consecutive days or more, such Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that such Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

14.8 Annual and Special Meetings. There shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 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, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of an Apartment may attend or designate a representative to attend the meetings of the Association.

14.9 Audits. At the annual meeting, there shall be presented an audit, prepared within 90 days following the end of the preceding fiscal year by a certified or licensed public accountant who is not a member of the Board or an Apartment Owner, of the common expenses, itemizing receipts and disbursements for such fiscal year and the allocation thereof to each Owner, and a presentation of the estimated common expenses for the current fiscal year. The Board at any time, or Persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Apartment Owner, at his expense, may at any reasonable time conduct an audit of the books of the Board and Association.

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14.10 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 books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Apartment Owners, Apartment Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time.

14.11 Articles and Bylaws. Before the Transition Date Declarant will adopt Articles of Incorporation and, under its authority to act as the Board of the Association, will adopt Bylaws to supplement this Declaration and to provide for the administration of the Association and the Property and for other purposes not inconsistent with the Act or this Declaration. Declarant may, without the necessity of obtaining the consent of any Owner, amend the Articles and Bylaws from time to time until the Transition Date. After the Transition Date the Bylaws may be amended by the affirmative vote of 60% of the voting power at any duly called regular or special meeting of the Association. However, no material amendment of the Articles or Bylaws may be made without the prior written approval of 75% of the Institutional Holders of First Mortgage liens on Apartments.

SECTION 15. NOTICES FOR ALL PURPOSES

15.1 Form and Delivery of Notice. All notices given under the provisions of this Declaration, the Bylaws, or the rules and regulations of the Association shall be in writing, and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Apartment shall be sufficient if mailed or delivered to the Apartment if no other mailing address has been given to the Board. Notices to the Board shall be given to Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

15.2 Notices to Mortgagees. Any Mortgagee of an Apartment may file with the secretary of the Board a written request that it be given copies of notices. Until such time thereafter as the Mortgagee withdraws the request and satisfies the Mortgage of record, the Board shall send to the requesting Mortgagee a copy of (1) all notices of meetings of the Association; (2) all other notices sent to the Owner of the Apartment covered by the Mortgagee's Mortgage; (3) audited financial statements prepared pursuant to Section 14.9; (4) notices of any intention of the Association to transfer any part of the Common Areas or facilities, abandon Condominium status, or terminate professional management of the Condominium; and (5) prompt notice of any default in an Apartment Owner's obligations under any of the documents that create or govern the Condominium, or its rules and regulations, that is not cured within 30 days of the date of default. Institutional Holders of First Mortgages on Apartments shall be entitled to notices under Section 24 or Section 25 irrespective of whether they have filed requests for notices. The provisions of this Section 15.2 shall

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prevail over any inconsistent or contrary provisions in this Declaration or in the Articles or Bylaws.

15.3 Notices to Eligible Insurers or Guarantors. Any Eligible Insurer or Guarantor may file with the secretary of the Board a written request that it be given copies of notices. Until such time thereafter as the Eligible Insurer or Guarantor withdraws the request by further written notice to the Board or the Mortgage related thereto is satisfied of record, the Board shall send to the requesting Eligible Insurer or Guarantor a copy of (i) audited financial statements prepared pursuant to Section 14.9; (ii) notice of any default by an Apartment Owner in paying any charges or assessments imposed or levied pursuant to the terms of any of the documents that create or govern the Condominium, or its rules and regulations, that is not cured within 30 days of the date of default; (iii) all notices under Section 24 or Section 25; (iv) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association pursuant to Section 23; and (v) notice of any action which requires the approval of all or a specified percentage of Mortgagees, First Mortgagees or Institutional Holders of First Mortgages on Apartments.

SECTION 16. ADMINISTRATION OF PROPERTY: RIGHTS RETAINED BY DECLARANT

16.1 Transition Date. The "Transition Date" shall be the date control of the Condominium passes from Declarant to the Association. The Transition Date will, subject to the next sentence, be the earlier of either (i) the date designated by Declarant in a written notice to the Owners, which date may by Declarant's election be any date after this Declaration has been recorded; or (ii) the 120th day after Declarant has transferred title to purchasers of Apartments subject of recorded Completion Amendments representing 75% of the total voting power of all such Apartment Owners; or (iii) three years from the date this Declaration is recorded. If the Transition Date has occurred under the foregoing clause (ii), later completion of an additional Phase and consequent reduction of the percentage of Apartments sold in the Condominium as then completed will not reverse the fact that the Transition Date has occurred, but if the Transition Date has not occurred under the said foregoing clause (ii) before recording a Completion Amendment for an additional Phase, then (a) the seventy-five percent (75%) of the total voting power shall be determined on the basis of the voting power of all Apartments then subject of a recorded Completion Amendment and (b) the three year period in the foregoing clause (iii) shall commence to run from the date of the latest Completion Amendment then of record.

16.2 Declarant's Powers until Transition Date. Until the Transition Date, Declarant shall have the full power and authority to exercise all of the rights, duties, and functions of the Board of Directors and the officers of the Association, including but not limited to the adoption of rules and regulations, contracting for the purchase of goods and services, buying insurance, and collecting and expending all assessments and other Association funds. Declarant shall have the power to contract with an experienced professional managing agent (a "Managing Agent") and delegate to the Managing Agent all of the powers and duties of the Board that the Board is authorized to delegate under Section 17.4. All such management contracts made by Declarant shall be subject to the same

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requirements as are set forth in Section 17.4 for management contracts made by the Board. Declarant may at such times as it deems appropriate select and from time to time replace an interim board of three to five directors, who need not be Apartment Owners or purchasers, who shall have all the powers, duties, and functions of the Board of Directors. Any contract made by Declarant, its Managing Agent, or the interim board (including management contracts) that would otherwise extend beyond the Transition Date shall be terminable by the Board after the Transition Date upon 30 days notice.

16.3 Transfer of Administration. On the Transition Date the authority and responsibility to administer and manage the Association and the Condominium, subject to this Declaration and the Bylaws, shall pass to the Association. The Association shall be governed by a Board of not fewer than three nor more than seven directors elected from among the Apartment Owners. The initial Board (that is, the first Board elected by the Owners) will have five directors. Declarant, its Managing Agent, or the interim board of directors will call a meeting of the Association to be held before the Transition Date for the purpose of electing the initial Board.

SECTION 17. AUTHORITY OF THE BOARD

17.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The rules and regulations of the Association shall be binding upon all Apartment Owners and occupants and all other Persons claiming any interest in the Condominium. The Board shall furnish a copy of the then current rules and regulations to any Apartment Owner upon request.

17.2 Enforcement of Declaration, Etc. The Board (or Declarant, or Declarant's Managing Agent, or the interim board of directors until the Transition Date) shall have the power and the duty to enforce the provisions of this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Apartment Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the Court.

17.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Condominium all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas and Facilities; policies of insurance and

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fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas and Facilities; and all supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the operation of the Condominium and enjoyment of it by the Owners. The Board may hire such full-time or part-time employees as it considers necessary.

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17.4 Managing Agent. The Board shall contract with an experienced professional Managing Agent designated from time to time by the Umbrella Board to assist the Board in the management and operation of the Condominium and shall delegate such of its powers and duties to the Managing Agent as the Umbrella Board directs; provided, however, that during such periods as the Umbrella Board does not direct the Board to engage a particular Managing Agent, the Board may, but shall not be required to, contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium, and may delegate such of its powers and duties to the Managing Agent as it deems appropriate, except as limited in this Section 17.4. Upon employment of a Managing Agent by the Board, the prior written approval of the Umbrella Board and 75% of the Institutional Holders of First Mortgages on Apartments shall be required before the Board may terminate professional management and assume self-management. The Managing Agent shall not enter any Apartment (directly or through agents) without the consent of the occupant unless entry has been directed by the Board. Only the Board may approve an annual budget or a supplemental budget, and only the Board may impose a special assessment on an Apartment or authorize foreclosure of an assessment lien. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either for cause on 30 days' written notice or without cause on not more than 90 days' written notice; no such termination or expiration of the contract with a Managing Agent, however, shall reduce the power of the Umbrella Board to direct the engagement of another Managing Agent pursuant to the first sentence of this Section 17.4. Notwithstanding the Board's contracting with a Managing Agent designated by the Umbrella Board, neither the Umbrella Association, the Umbrella Board or any of the individual members of the Umbrella Board shall be personally liable to the Association, the Board or any Owner, for or in connection with the acts or omissions of a Managing Agent.

17.5 Protection of Property. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Property, settle claims, or otherwise act in what it considers to be the best interests of the Condominium or the Association, including granting easements to utility companies or other third parties, regardless of whether any such easement benefits the Condominium or otherwise. Notwithstanding any of the foregoing, however, the Board shall have no authority to acquire and pay for, out of the maintenance fund, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Common Areas) having a total cost in excess of Fifty Thousand Dollars (\$50,000), without first obtaining the affirmative vote of the Owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting Owners having a majority of the voting power.

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17.6 Owner's Failure to Maintain Apartment. If maintenance and repair of any Apartment, its appurtenances and appliances is reasonably necessary in the discretion of the Board to protect the Common Area, or preserve the appearance and value of the condominium development, and the Owner of said Apartment has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, then the Board may accomplish such repair or maintenance, and the Board shall levy a special charge against the Apartment of such Owner for the cost of such maintenance or repair.

17.7 Borrowing Power of Board. In the discharge of its duties and the exercise of its powers as set forth in this Declaration, but subject to the limitations set forth in this Declaration (including Section 17.5), the Board may borrow funds on behalf of the Association.

17.8 Other Board Powers. The Board may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective interests in the Common Areas, and such property shall thereafter be held, sold, leased, rented, Mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, however, in any case acquire by lease or purchase real or personal property valued in excess of Fifty Thousand Dollars (\$50,000) except upon a majority vote of the Apartment Owners, in the manner specified in Section 17.5. Nothing in this Section 17.8 is intended to otherwise limit the powers of the Board otherwise set forth in the Declaration.

17.9 Power of Attorney. Each Owner, by the mere act of becoming an Owner or contract purchaser of an Apartment, shall irrevocably appoint the Association as his attorney-in-fact, with full power of substitution, to take such action as may be reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Property, to deal with the Apartment upon damage or destruction, and to secure insurance proceeds otherwise in accordance with this Declaration. The power of attorney so created shall be coupled with an interest and there shall be no necessity of a further writing to accomplish the creation thereof.

17.10 Flat Fees and Charges. The Board shall, pursuant to Section 8.8 of the Umbrella Declaration, assist the Umbrella Board in the collection, from each Owner, of any flat fee such as the Communiversity Fee (as defined in the Umbrella Declaration) or any other flat fees and charges imposed on Owners, such as, for example the emergency medical notification service fees, the intent being that the Board shall act as a conduit for collection purposes only. Neither the Association nor the Board shall be personally liable to pay any Communiversity Fee due to Communiversity Corporation or other flat fee due any other provider of services in connection with any Apartment.

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SECTION 18. BUDGET AND ASSESSMENT FOR COMMON EXPENSES

18.1 Fiscal Year: Preparation of Budget.

The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the charges (including common expenses, and any special charges for particular Apartments) to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for repair, replacement and acquisition of Common Areas and Facilities; and shall take into account any expected income and any surplus available from the prior year's operating fund. "Common expenses" includes but is not limited to (i) expenses of administration, maintenance, operation, repair or replacement of the Common Areas and Facilities of the Condominium, (ii) premiums on all insurance policies required by the Act or this Declaration, (iii) expenses agreed upon as Common Expenses by the Association, (iv) expenses declared Common Expenses by the provisions of the Act, by the Declaration or by the Association's Bylaws or rules as now or hereafter amended; (v) all sums lawfully assessed as Common Expenses against the Apartment Owners by the Board, and (vi) any assessments made by the Umbrella Association in its performance of its duties, responsibilities and powers and assessed to the members of the Umbrella Association. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly assessments a reserve fund for maintenance and repairs and for replacement of those Common Areas which can reasonably be expected to require replacement prior to the end of the useful life of the buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace each Common Area covered by the fund at the end of the estimated useful life of each such Common Area. The Declarant or the initial Board may at any suitable time establish the first such estimate. Upon the recording of a Completion Amendment the Board may increase the estimate of Common Expenses to include those related to the improvements subject of the Completion Amendment for the remainder of the fiscal year. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions. Notwithstanding any provisions of this Section 18, until the Transition Date, Declarant may elect to collect neither the full budgeted assessment for each month or any assessments for reserve funds or working capital funds and instead may collect and expend only the actual costs of operation of the Common Areas and Facilities.

18.2 Monthly Assessments.

18.2.1 Basis for Common Assessments. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be divided into equal installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly installments shall be assessed to the Apartments (including Apartments owned by Declarant) subject of recorded Completion Amendments and their respective Owners in proportion to the Apartments' percentages of undivided

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interest in the Common Areas and Facilities as set forth in the latest recorded Completion Amendment. Assessments shall begin accruing with respect to each Apartment subject of a Completion Amendment upon the recording of the applicable Completion Amendment. During such time as garbage collection charges and any other utility charges are based on the number of occupied Apartments, any Apartments owned by Declarant and not occupied shall be exempt from assessment for such charges. Notwithstanding the foregoing, however, the Board shall segregate and assess directly to each Apartment flat fees and charges of the nature referred to in Section 17.10 which are attributable to an Apartment without regard to its percentage of undivided interest in the Common Areas and Facilities.

18.2.2 Notice of Assessment. The Board shall notify each Apartment Owner in writing of the amount of the monthly assessments to be paid for his Apartment and shall furnish copies of each budget on which the assessments are based to all Apartment Owners and, if so requested, to their respective Mortgagees.

18.3 Payment of Monthly Assessments. Each Owner, by acceptance of a deed to an Apartment, whether or not it is so expressed in the deed, is deemed to covenant and agree to pay to the Association all assessments and charges against the Apartment pursuant to this Declaration. On or before the first day of each calendar month each Apartment Owner shall pay or cause to be paid to the treasurer of the Association the assessment against his Apartment for that month. Any assessment not paid by the first day of the calendar month for which it is due shall be delinquent and subject to interest charges and collection procedures as provided in Section 19.

18.4 Proceeds Belong to Association. All assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

18.5 Limitation on Assessments. During such time as Declarant continues to be the original Owner of an Apartment in the Condominium and is offering it for sale, no budget shall be adopted or special assessment imposed that will cause the total assessments against any Apartment in any month to be more than 10% greater than the total assessments against the Apartment for the same month of the preceding calendar year. This limitation may be waived in writing, by Declarant only, for any one or more assessments. No Person other than Declarant shall have the power either to assert or waive the limitation stated in this Section 18.5.

18.6 Failure to Assess. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

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18.7 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of an Apartment, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to the Apartment. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Apartment who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

18.8 Initial Purchasers. Each purchaser of an Apartment from Declarant (an "Initial Purchaser") shall, upon closing of his purchase and in addition to all regular assessments, pay to the treasurer of the Association, at least two month's assessments for common expenses. This Section 18.8 shall not apply to the heirs, successors and assigns of Initial Purchasers. [May only apply for VA financing]

18.9 Special Allocation of Assessments. Notwithstanding any other provisions of this Declaration, the Board may specially allocate and assess to the Owners and Apartments benefitted thereby all reserves required for repair, replacement or acquisition of Common Areas and Facilities which are not common to all buildings in which Apartments are located. For purposes of illustration only, to the extent certain buildings, but not all buildings, comprising the Condominium have lobbies, the costs of repair, replacement and maintenance of such lobbies would be allocated only to Apartments and buildings having lobbies. The intent of this Section 18.9 is to empower the Board to allocate significant common area costs only to the Apartments benefitted by the particular Common Areas; but nothing herein shall obligate the Board to make any such special allocation and any decision of the Board in connection therewith shall be fully and completely binding upon all Owners and all Apartments comprising the Condominium.

SECTION 19. LIEN AND COLLECTION OF ASSESSMENTS

19.1 Assessments Are a Lien: Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Apartment and any sums specially assessed to any Apartment under the authority of this Declaration or the Bylaws shall constitute a lien on the Apartment and all its appurtenances from the date the assessment becomes due, until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Apartment in favor of any assessing unit and or special district, and to all sums unpaid on all Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Apartment. A First Mortgagee of an Apartment that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Apartment free of any claims for the share of common expenses or assessments by the Association chargeable to the Apartment which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Apartment's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Apartment Owners, including the

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Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to their respective percentages of undivided interest in the Common Areas and Facilities. Notwithstanding any of the foregoing, however, the Apartment Owner shall continue to be personally liable for past due assessments as provided in Section 19.3. For purposes of this Section 19, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

19.2 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 the 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 in the Apartment at the foreclosure sale, and to acquire and hold, lease, Mortgage, and convey the same.

19.3 Assessments Are Personal Obligations. In addition to constituting a lien on the Apartment and all its appurtenances, all sums assessed by the Association chargeable to any Apartment, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner of the Apartment when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

19.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If a monthly assessment against an Apartment is not paid when due, the Managing Agent or the Board may elect to declare all monthly assessments against the Apartment for the remainder of the fiscal year to be immediately due and payable.

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

19.6 Termination of Utility Service. If an assessment becomes delinquent the Board may give notice to the delinquent Apartment Owner to the effect that unless the delinquent assessment is paid within ten days (or such longer time as is specified in the notice) any or all utility services furnished to the Apartment by the Association or under the Association's control will be severed and shall remain severed until the delinquent assessment has been paid. If the delinquency is not cured in the time specified the Board may take the action described in the notice.

19.7 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be

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available under law although not expressed herein, either concurrently or in any order.

19.8 Security Deposit. An Apartment Owner who has been delinquent in paying the monthly assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly assessments, which may be collected and subject to penalties for nonpayment as are other assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten days or more delinquent in paying the monthly or other assessments.

SECTION 20. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration, the Bylaws, or the 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 as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Section 20 also extends to the Declarant, Declarant's Managing Agent, and the interim board of directors, exercising the power of the Board before the Transition Date.

SECTION 21. LIMITATION OF LIABILITY

21.1 Liability for Utility Failure, etc.

Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board (nor the Declarant, Declarant's Managing Agent, or the interim board of directors) nor the Umbrella Association nor the Umbrella Board (nor its Board of Directors nor its Managing Agent) shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board including, without limitation, of the kind referred to in Section 17.10; or for injury or damage to Person or property, including death, caused by or resulting from failure of any fire alarm system, emergency medical notification service system, or the like, or the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

21.2 No Personal Liability.

So long as a Board member, or Association committee member, or Association officer, 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, then no such Person shall be personally liable to any Owner, or to any

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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 21.2 shall not apply where the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Board.

21.3 Not an Indemnity. This Section 21 is not intended as an indemnity agreement falling within the scope of RCW 4.24.115. If, however, this Section 21 is judicially interpreted as an indemnity, then the limitations of liability contained in Sections 21.1 and 21.2 above shall be deemed to limit the liability of the persons and entities protected by said Sections solely to the extent such liability arises out of the acts of others.

SECTION 22. INDEMNIFICATION

Each Board member and Association committee member and Association officer, and Declarant and the Managing Agent (collectively and individually, "Indemnitee") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed in connection with any proceeding, dispute, or settlement thereof to which Indemnitee may be a party, or in which Indemnitee may become involved, by reason of any individual Indemnitee's status as Association committee member, Association officer, or Board member, whether or not the individual Indemnitee holds such position at the time such expenses or liabilities are incurred, or by reason of any corporate Indemnitee's connection to this Condominium in any capacity whatsoever. The indemnification set forth in the preceding sentence is limited as follows: (i) this indemnification shall not apply to the extent such expenses and liabilities are covered by insurance; (ii) this indemnification shall not apply if Indemnitee is adjudged guilty of willful malfeasance in the performance of Indemnitee's duties; (iii) in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association; (iv) if such liability and expense arise out of the concurrent negligence of Indemnitee and Association, then this indemnification shall apply only to the extent Indemnitee's liability arises out of the negligence of Association, or out of the negligence of a third party.

SECTION 23. INSURANCE

23.1 Coverage Required. The Board shall cause the Association to purchase and maintain at all times as a common expense, with such deductible provisions as the Board deems advisable, a policy or policies and bonds necessary to provide property insurance (more fully described in Section 23.2); comprehensive liability insurance (more fully described in Section 23.3); fidelity bonds (more fully described in Section 23.5); flood insurance (more fully described in Section 23.7); workmen's compensation insurance to the extent required by applicable laws; insurance against loss of personal property of the Association by fire, theft, or other causes; insurance, if available, for the protection of the Association's directors, officers, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of

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the Association's insurance coverage at least annually. All insurance shall be obtained from an insurance carrier designated Class A/X or better by Best's Key Rating Guide, and licensed to do business in the state of Washington. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association, the Veterans Administration, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation, so long as any one of them is a Mortgagee or Owner or insurer of an Apartment within the Condominium, except to the extent such coverage is not available or has been waived in writing by such entity.

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23.2 Property Insurance. The property insurance shall be a blanket multi-peril type policy covering all property of any type now existing or hereafter constructed, reconstructed, repaired or acquired. It shall, at the minimum, consist of a standard form of fire insurance policy in an amount equal to replacement value (i.e., 100% of current replacement cost exclusive of land, foundation, excavation, and other items normally excluded from coverage) of the Common Areas and Facilities, Apartments, and all fixtures and equipment belonging to the Association with an "Agreed Amount Endorsement" or its equivalent, and, if required by Federal National Mortgage Association, an "Increased Cost of Construction Endorsement" or its equivalent, "Demolition and Contingent Liability from Operation of Building Laws Endorsement" or its equivalent, an "Earthquake Damage Endorsement" or its equivalent, and such other endorsements as Federal National Mortgage Association deems necessary and are available. In addition to protection against loss or damage by fire and other perils covered by the standard extended coverage endorsement, the policy shall provide protection against loss or damage from sprinkler leakage, vandalism, malicious mischief, water damage, theft, collapse, and such other risks as are customarily covered with respect to residential Condominium projects of similar construction in the greater Seattle area. The policy or policies shall provide for separate protection for each Apartment to the full insurable replacement value thereof (limited as above provided), and a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Apartment. The named insured shall be the Board, as trustee for each of the Apartment Owners in the percentages established in Section 9. The insurance proceeds may be made payable to any trustee with which the Association may enter into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. The policy or policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

23.3 Comprehensive Public Liability Insurance. The comprehensive policy of public liability insurance shall insure the Board, the Association, the Apartment Owners, Declarant, and the Managing Agent, and cover all of the Common Areas and Facilities and public ways in the Condominium, with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Apartment Owner because of the negligent acts of the

Association or of another Apartment Owner, and shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to residential Condominium projects of similar construction in the greater Seattle area. The limits of liability shall be not less than five million dollars for all claims for personal injury and/or property damage arising out of a single occurrence.

23.4 Additional Policy Provisions. The insurance obtained pursuant to Sections 23.2 and 23.3 above shall contain the following provisions and limitations:

23.4.1 The named insured shall be the Association, as trustee for each of the Apartment Owners in the percentages established in Exhibit C. The insurance proceeds may be made payable to any trustee with which the Association may enter into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies.

23.4.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a First Mortgage.

23.4.3 In no event shall the insurance coverage be brought into contribution with insurance purchased by the Owners of the Apartments or their Mortgagees.

23.4.4 Coverage shall not be prejudiced by (a) any act or neglect of the Owners of Apartments when such act or neglect is not within the control of the Association, or (b) failure of the Association to comply with any warranty of condition with regard to any portion of the premises over which the Association has no control.

23.4.5 Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insured Persons, including Apartment Owners, Mortgagees, and designated servicers of Mortgagees.

23.4.6 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Apartment, and/or their respective agents, employees, or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

23.4.7 A standard Mortgagee clause which shall:

.1 Provide that any reference to a Mortgagee in the policy shall mean and include all holders of Mortgages of any Apartment or Apartment lease or sublease in their respective order of preference, whether or not named therein;

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.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Apartment Owners or any persons under any of them;

.3 Waive any provision invalidating such Mortgagee clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

.4 Provide that, without affecting any protection afforded by such Mortgagee clause, any proceeds payable under such policy shall be payable to the Board or the insurance trustee.

23.5 Fidelity Bonds. The required fidelity bonds shall afford coverage to protect against dishonest acts of the employees of the Association or the Managing Agent and all other persons who handle or are responsible for handling funds of the Association and be in an amount equal to at least the greater of (i) 150% of the estimated annual operating expenses of the Condominium, including reserves or (ii) three months aggregate assessments on all Apartments then within the Condominium plus any reserve funds then held by or on behalf of the Association. All such fidelity bonds shall name the Association as an Obligatee, contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to any and all insureds named therein, including Owners, Mortgagees, and designated servicers of Mortgagees.

23.6 Owners' Individual Insurance. Each Owner may obtain additional insurance on his Apartment and its contents at his own expense but only if the Owner's insurance does not decrease the amount that the Board, or any trustee for the Board, on behalf of all of the Owners, will realize under any insurance policy that the Board may have in force on the Property at the time. Each Owner shall notify the Board of all improvements by the Owner to his Apartment the value of which is in excess of \$1,000. Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to him shall file a copy of his individual policy or policies with the Board within 30 days after he buys it, and the Board shall immediately review its effect with the Board's insurance broker, agent, or carrier. Each Owner shall be responsible for his own insurance on the contents of his Apartment, his additions and improvements to his Apartment, his decorating and furnishing thereof, and his personal property anywhere on the Property, as well as for any insurance coverage protecting him personally from liability for injury or damage to Persons or Property.

23.7 Flood Insurance. If the Property or any part thereof is in an area designated as a special flood hazard area by the Secretary of Housing and Urban Development and flood insurance through the National Flood Insurance Program is available, then the Association shall maintain a standard blanket policy of flood insurance in such form as is issued by members of the National Flood Insurance Association or as meets the criteria set forth in the Guidelines

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published by the Flood Insurance Administration. Each building in the Condominium shall have the maximum coverage available under the National Flood Insurance Act of 1968, as amended, or an aggregate amount equal to the unpaid principal balances of all Mortgages covering Apartments in each building, whichever is less.

SECTION 24. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

24.1 Definitions: Damage, Repair, Emergency Work. As used in this Section 24, the following terms shall have the following meanings:

24.1.1 "Damage" shall mean all kinds of damage, whether of slight degree or total destruction.

24.1.2 "Repair" shall mean restoring the improvements to substantially the same condition in which they existed before they were damaged, with each Apartment and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before, subject, however, to modifications to conform to applicable governmental rules and regulations or available means of construction.

24.1.3 "Emergency Work" shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

24.2 Initial Board Determination. In the event of damage to any part of the property, the Board shall promptly, and in all events within 30 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

24.2.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

24.2.2 A reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

24.2.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

24.2.4 The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds and the amount of the assessments that would have to be made against each Apartment if the excess cost were to be paid as a maintenance expense and specially assessed against all the Apartments in proportion to their percentages of undivided interest in the Common Areas and Facilities.

24.2.5 The Board's recommendation whether the damage should be repaired.

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24.3 Notice of Damage. The Board shall promptly, and in all events within 30 days after the date of damage, provide each Owner and each Institutional Holder of any First Mortgage on an Apartment with a written notice describing the damage and summarizing the Board's initial determinations made under Section 24.2. If the Board fails so to do within said 30 days, any Owner or Mortgagee may make the determinations required under Section 24.2 and give the notice required under this Section 24.3.

24.4 Execution of Repairs.

24.4.1 Unless prior to the commencement of repair work (other than Emergency Work) the Owners shall have decided in accordance with this Section 24 not to repair, the Board shall promptly repair the damage and use the available insurance proceeds therefor. If the cost of repair exceeds available insurance proceeds, the Board shall impose a special assessment against all Apartments in proportion to their percentages of undivided interest in the Common Areas in an amount sufficient to pay the excess costs.

24.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the repair. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has made provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with the repair work if the Board is satisfied that such work will be satisfactorily carried out, and such authorization does not contravene any insurance trust agreement to which the Association may be a party or any requirement of applicable law.

24.4.3 The Board may enter into a written agreement with any reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Section 24.

24.5 Damage not Substantial: Assessment under \$7,500. If the amount of the estimated assessment determined under subsection 24.2.4 does not exceed \$7,500 for any one Apartment, the damage will be deemed not to be substantial and the provisions of this Section 24.5 shall apply.

24.5.1 Either the Board or the requisite number of Owners, within 15 days after the notice required under Section 24.3 has been given, may, but shall not be required to, call a special Owners' meeting in accordance with Section 14.8 to decide whether to repair the damage.

24.5.2 Except for emergency work, no repairs shall be commenced until after the 15-day period and until after the conclusion of the special meeting if such a meeting is called within the 15 days.

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24.5.3 A unanimous decision of the Apartment Owners and the holders of First Mortgages on Apartments will be required to elect not to repair the damage. The failure of the Board and the Owners within the 15-day period to call a special meeting shall be deemed a decision to repair the damage.

24.6 Substantial Damage: Assessment over \$7,500. If the amount of the estimated assessment determined under subsection 24.2.4 is \$7,500 or more for any one Apartment, the damage will be deemed substantial and the provision of this Section 24.6 shall apply.

24.6.1 The Board shall promptly, and in all events within 30 days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within 30 days, then notwithstanding the provisions of Section 14.8 and the Bylaws, any Owner or First Mortgagee of an Apartment may call and conduct the meeting.

24.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners' meeting.

24.6.3 At the special meeting, a concurring vote of more than two thirds of the total voting power will be required to elect not to repair the damage. A unanimous vote of all Owners will be required to elect to do other than to repair, reconstruct or rebuild in accordance with the original plan. Failure of the Board, the Owners, and the First Mortgagees to conduct the special meeting provided for under subsection 24.6.1 within ninety days after the date of damage shall be deemed a unanimous decision not to repair the damage in accordance with the original plan.

24.7 Effect of Decision Not to Repair. In the event of a decision under either subsection 24.5.3 or subsection 24.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the real property), and the remaining funds, if any, and the property shall thereafter respectively be distributed and held as follows:

24.7.1 The Property shall be owned in common by the Owners and shall no longer be subject to this Declaration or to Condominium Ownership.

24.7.2 The undivided interest in the property owned in common which appertains to each Owner shall be the percentage of undivided interest he previously owned in the Common Areas and Facilities.

24.7.3 Any Mortgages or liens affecting any of the Apartments shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Property.

24.7.4 The Property shall be subject to an action for partition by any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered

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as one fund; such fund shall be divided into separate shares one for each Owner in a percentage equal to the percentage of undivided interest owned by each such Owner in the Property; then, after first paying out of the respective share of each Owner, to the extent sufficient for the purpose, all Mortgages and liens on the interest of such Owner, the balance remaining in each share shall be distributed to the Owner.

24.7.5 The Property shall be held fully, completely and unconditionally subject to the Umbrella Declaration including, but not limited to, the assessment and collection provisions of Article 9 and Article 10 of the Umbrella Declaration. For purposes thereof, the Property no longer subject to this Declaration shall be assessable by the Umbrella Board based upon the number of dwelling units, whether condominium or otherwise, which could be built upon such removed property pursuant to applicable law.

SECTION 25. CONDEMNATION

25.1 Consequences of Condemnation: Notices. If any Apartment or portion thereof or the Common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority (referred to herein as a "taking"), written notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each Institutional Holder of a First Mortgage, and the provisions of this Section 25 shall apply.

25.2 Proceeds. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

25.3 Complete Taking. If the entire Property is taken, the Condominium Ownership shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to their respective percentages of undivided interest in the Common Areas and Facilities. Each Owner's share shall be applied first to the payment of all Mortgages and liens on the interest of such Owner in accordance with the existing priorities, and any remaining balance of each share shall be distributed to the Owner.

25.4 Partial Taking. If less than the entire Property is taken, the Condominium Ownership shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award determined in the following manner:

25.4.1 As soon as practicable the Board shall, reasonably and in good faith, allocate the Condemnation Award among compensation for property taken, severance damages, or other proceeds.

25.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the Common Areas and Facilities, which in turn shall be apportioned among Owners in proportion to their respective undivided interests in the Common Areas and Facilities.

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25.4.3 The total amount allocated to severance damages shall be apportioned to the Apartments that were not taken.

25.4.4 The amounts allocated to the taking of or injury to a particular Apartment and/or improvements an Owner had made within his own Apartment shall be apportioned to the Apartment.

25.4.5 The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable in the circumstances.

25.4.6 If an allocation of the Condemnation Award has already been established in negotiation, judicial decree, or otherwise, then in apportioning the Condemnation Award the Board shall employ that allocation to the extent it is relevant and applicable.

25.4.7 Distribution of apportioned proceeds shall be made to the Owners and their respective Mortgagees in the manner provided in Section 25.3.

25.5 Reduction of Condominium Upon Partial Taking.

25.5.1 Apartments taken not subject to Condominium Status. If one or more of the Apartments and their appurtenant Common Areas and Facilities are taken in a partial condemnation, and the condemning authority does not agree to hold the Apartment(s) and its (their) appurtenant limited Common Areas and Facilities so taken subject to the Act, this Declaration and the Association's Articles of Incorporation, Bylaws and rules and regulations, then the Apartments and their appurtenant limited Common Areas and Common Areas and Facilities so taken shall thereafter be totally excluded from the Act, the Declaration and the Association's Articles of Incorporation, Bylaws and rules and regulations, and only those Apartments and their appurtenant limited Common Areas and Facilities and the Common Areas and Facilities that were not taken by the condemning authority shall then constitute the Condominium. Any limited Common Areas and Facilities which were appurtenant to an Apartment which are not also taken shall become Common Areas and Facilities of the Condominium.

25.5.2 Adjustment of Percentage of Undivided Interest. The remaining Apartments' percentages of undivided interest in the Common Areas and Facilities shall be recalculated on the basis of values stated for them in Exhibit C. The value of the Condominium as a whole shall be the sum of the values for the remaining Apartments.

25.5.3 Correction of Public Records. The Board, as soon as practicable, shall record in the records of King County, Washington, such corrections to the Declaration and the Survey Map and Plans as are necessary accurately to state the revised percentages of the undivided interest in the Common Areas and Facilities and the revised legal description and survey of the Property resulting from such partial taking. Such corrective documents need only be signed by a member of the Board.

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25.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 24 above for repair of damage, provided that the Board may retain and apply such portion of each Owner's share of the Condemnation Award as is necessary to discharge the Owner's liability for any special assessment arising from the operation of Section 24.

SECTION 26. EASEMENTS AND RECIPROCAL RIGHTS

26.1 In General. Each Apartment has an easement in and through each other Apartment and the Common Areas and Facilities and the limited Common Areas and Facilities for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each Apartment is granted an easement to which each other Apartment and all the Common Areas and Facilities and the limited Common Areas and Facilities are specifically subject for the location and maintenance of electrical wiring and plumbing and any other systems, equipment and facilities benefiting such Apartment, including heat pump exchange unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.

26.2 Encroachments. Each Apartment and all Common Areas and Facilities are hereby declared to have an easement over all adjoining Apartments and Common Areas and Facilities for a purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, settlement, shifting, or movement of any portion of the Condominium, repairs, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Apartments, areas, and facilities so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Apartment if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section 26.2 shall not be construed to be encumbrances affecting the marketability of title to any Apartment.

26.3 Easements and Rights Reserved by Declarant. Declarant hereby reserves nonexclusive easements over, across, under and through the Common Areas and Facilities of the Condominium for the benefit of itself and its successors and assigns as present and future Owners of any Parcels withdrawn from the Condominium pursuant to Section 4.2. The easements so reserved are for ingress to and egress from any withdrawn Parcels over the roadways and pathways now or hereafter established in the Condominium and the right to have access to, over and under the Common Areas of the Condominium, and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable television and other utility lines, now or hereafter established in the Condominium. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of the roadways, pathways and utilities by the Owners of Apartments in the Condominium. Declarant hereby reserves an easement over, across, and through the Common Areas and Facilities

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of the Condominium for the purpose of completing any unfinished Apartments or other improvements and exhibiting or preparing Apartments for sale. Declarant reserves the right to use any Apartments in the Condominium owned by Declarant for use as sales or administrative offices or model apartments or other purposes reasonably necessary or convenient for Declarant's sales program on or about the Entire Property for so long as permitted by Section 16.2 of the Umbrella Declaration.

26.4 Survival. All easements set forth in or arising out of this Section 26 shall be perpetual, shall run with the land, and shall bind each and every Owner thereof for the benefit of every other Owner or person intended to be benefitted thereby, and shall survive any termination, whether voluntary or involuntary, of this Declaration.

SECTION 27. ROLE OF, AND INTEGRATION OF PARCELS THROUGH, UMBRELLA ASSOCIATION

27.1 Role of Umbrella Association. The Umbrella Property contains facilities (such as roads, recreational facilities, maintenance facilities, security guard kiosk, greenbelt, and recreational vehicle parking area), that are necessary or convenient for the economical and pleasurable enjoyment of all of the Parcels of this Condominium as well as all Phase Parcels hereafter under the control of any other Phase Parcel Condominium Association on or about the Entire Property (as the terms "Phase Parcel", "Phase Parcel Condominium Association" and "Entire Property" are defined in the Umbrella Declaration). To permit the continued availability of those facilities to the Owners and occupants of all of the Parcels and the other Phase Parcels, Declarant has caused the Umbrella Association to be formed (or will as soon as this Declaration has been recorded, cause the same to be formed). The Umbrella Association is authorized by the Umbrella Declaration and by its Articles of Incorporation and Bylaws to operate, preserve, maintain, repair, replace and manage the Umbrella Property and any and all facilities and Improvements thereon on behalf of and for the common benefit of the Owners and occupants of the Condominium and the Entire Property. This Declaration is and shall forever remain subject and subordinate to the Umbrella Declaration and the Sections of Incorporation and Bylaws of the Umbrella Association, as they and either of them may hereafter be amended from time to time, all of which shall be binding upon and inure to the benefit of the Horizontal Property Regime created by this Declaration and all Owners.

27.2 Submission to Umbrella Association. The Association of Apartment Owners of this Condominium, each Owner, and all Persons who now own or hereafter acquire an interest in or occupy any of the Property, including any Apartment, by accepting a deed, lease or other conveyance, or entering into occupancy, hereby fully, completely and unconditionally submit themselves to, and agree to be bound by, each and every of the terms, covenants, conditions, restrictions, easements and reservations of the Umbrella Declaration, the Articles of Incorporation and Bylaws, of the Umbrella Association and all rules and regulations duly adopted by the Umbrella Association or the Umbrella Board, as they or any of them are now or hereafter exist, including, but not limited to, the power of the Umbrella Association to levy and enforce the collection of assessments against its members and Owners.

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27.3 Assignment to Umbrella Association. Declarant, for itself, its successors, grantees and assigns, including, without limitation, the Board and the Association, and all Apartment Owners, and any and all of their heirs, successors and assigns, hereby assigns to the Umbrella Association and the Umbrella Board the power and responsibility to operate, preserve, maintain, repair, replace and manage, on behalf of and for the common benefit of the Owners and occupants of this Condominium, the Common Areas and Facilities of this Condominium as and to the extent specifically set forth in other Sections of this Declaration. The powers and duties of the Umbrella Association and the Umbrella Board are coextensive with those powers and duties of the Association and the Board with regard to the powers over the Common Areas and Facilities of the Condominium so assigned or delegated to the Umbrella Association or the Umbrella Board, and the Umbrella Association and the Umbrella Board alone, and not this Association or the Board of this Association, shall exercise such powers or undertake such duties except insofar as the Umbrella Board or the Umbrella Association from time to time declines to exercise the powers and rights assigned or delegated to either of them by this Declaration. To the extent Common Areas and Facilities are assigned or delegated to the Umbrella Association or the Umbrella Board, its or their rules and regulations regarding such Common Areas and Facilities shall be controlling, provided that copies of such rules and regulations and amendments thereto are furnished to Apartment Owners.

27.4 Delegation of Association and Board Powers to Umbrella Association and Umbrella Board. The Association or the Board shall have the full and complete power and authority to delegate to the Umbrella Association and the Umbrella Board any portion of the powers and duties of the Association or the Board, by written agreement that is mutually acceptable to the Association or the Board and the Umbrella Association. All provisions of this Declaration for the protection of Declarant, the Association, the Board or the Members of the Association shall be extended to and shall apply to the Umbrella Association, the Umbrella Board, its Members and agents with regard to their actions taken pursuant to such delegation of powers and duties. To the extent Common Areas and Facilities are delegated to the Umbrella Association or the Umbrella Board, its or their rules and regulations regarding such Common Areas and Facilities shall be controlling, provided that copies of such rules and regulations and amendments thereto are furnished to Apartment Owners.

SECTION 28. PROCEDURES FOR SUBDIVIDING OR COMBINING APARTMENTS

28.1 Submission of Proposal. No Apartment or Apartments or Common Areas and Facilities shall be subdivided and or combined, either by agreement or legal proceedings, except as provided in this Section 28. Any Apartment Owner may propose subdividing and or combining of any Apartment or Apartments, or Common Areas and facilities by submitting the proposal in writing to all other Apartment Owners and the Mortgagees of the Apartments to be subdivided or combined. If the proposal contemplates the subdivision of any Apartment, the proposal must also be given to every First Mortgagee of any Apartment in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Survey Map and Plans.

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28.2 Approval Required for Subdivision. A proposal that contemplates subdivision of any Apartment will be accepted only if approved in writing by all Owners and Mortgagees of the Apartment or Apartments to be subdivided, the Owners, other than Declarant, of 80% of the undivided interest in the Common Areas and Facilities held by Owners other than Declarant, and every First Mortgagee.

28.3 Approval Required for Combination. A proposal that contemplates only combination of Apartments without subdividing any of them will be accepted if approved in writing by the Owners of 60% of the total undivided interest in the common areas and facilities and all Owners and Mortgagees of the Apartments to be combined.

28.4 Procedure After Approval. Upon approval of the proposal, the Owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other Apartments or Common Areas and Facilities or that reasonable deadlines for completion for the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments thereto.

SECTION 29. AMENDMENTS OF DECLARATION, SURVEY MAP, AND PLANS

29.1 Amendments by the Association. Any Apartment 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 Owners of 20% or more of the Apartments in the Condominium, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including Mortgagees) entitled to receive notice of a meeting of the Association. The unanimous consent of all Apartment Owners, and Declarant as long as it owns an Apartment or a Parcel that has not been withdrawn or excluded from the Condominium pursuant to Section 4.2, shall be required for adoption of either (i) an amendment altering the value of the Property and of each Apartment or the percentages of undivided interest in the Common Areas and Facilities (it being understood that changes in such percentages of undivided interest resulting from completion of a Phase or Phases of the Condominium, from a Withdrawal Certificate, from an amendment authorized by Section 4.4, or from mergers permitted by Section 4.5 will not be deemed an amendment hereof), or (ii) a decision that the Property be removed from Condominium status (except withdrawals under Section 4.2 shall not require such consent), or (iii) an amendment that in any way alters or restricts Declarant's powers or procedures for completing the Condominium in one or more Phases or electing not to do so, or (iv) an amendment of Section 14.6 or of this Section 29. All other amendments shall be adopted if

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approved by 67% of the Apartment Owners. Once an amendment has been adopted by the Association and any necessary approval of Mortgagees has been obtained, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, has been recorded in the public records.

29.2 Requirement of Mortgagee Approval. In addition to other provisions of this Declaration and of the Act, the prior written approval of 75% of the Institutional Holders of First Mortgages on Apartments (determined on the basis of the number of Mortgages held) will be required for any material amendment of this Declaration or the Bylaws, including, but not limited to, (i) any amendment that would change the percentages of undivided interest in the Common Areas and Facilities of the Apartment Owners (except for completion of Phases by Declarant as provided in Section 4 and in clause (i) of the sixth sentence of Section 29.1), (ii) any amendment that in any way alters or restricts Declarant's powers or procedures under Section 4, and (iii) any amendment requiring unanimous consent of all Apartment Owners by any provision hereof.

29.3 Requirement of VA Approval. In addition to the other provisions of this Declaration and of the Act, after the Veterans Administration ("VA") has granted project approval for the Condominium and until the Transition Date, the prior written approval of the Administrator of Veterans' Affairs, or an employee of the VA authorized to act in said Administrator's stead, will be required for any material amendment of this Declaration, the Articles or the Bylaws, including, but not limited to, (i) any amendment that would change the percentage of undivided interest in the Common Areas and Facilities of the Apartment Owners (except for completion of Phases and/or amendments by Declarant as provided in Section 4 and in Clause (i) of the sixth sentence of Section 29.1), (ii) any amendment that in any way alters or restricts Declarant's powers or procedures under Section 4, and (iii) any amendment requiring unanimous consent of all Apartment Owners by any provision hereof.

29.4 Exceptions to Foregoing Requirements. The provisions of Section 29.1 or 29.2 shall not apply to amendments arising out of this Section 29.4. Declarant reserves the right, without consent of any other Person, including the Board, the Association, and any Owner, to amend this Declaration, the Survey Map and Plans, the Articles and the Bylaws (i) as may be necessary to comply with regulations and requirements of the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal Housing Administration ("FHA") or the VA, as necessary to enable the holders of First Mortgages to sell First Mortgages to the FNMA or the FHLMC or the FHA or the VA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with the FHLMC or the FNMA or the FHA or the VA, (ii) to change the name or address of any person authorized to receive service of process, (iii) to correct, clarify or complete legal descriptions or assignments of parking and storage space, (iv) to correct obvious technical or typographical errors or omissions or (v) to conform to any requirements of law. If Declarant, in its sole discretion, determines that it is necessary so to amend this Declaration, the Survey Map and Plans, the Articles or the Bylaws, then Declarant, on behalf of itself, the Association, each and every Owner, is hereby authorized to execute and to have recorded (or filed in the case of the Articles) said required amendment or amendments. The Association, by the act of recording

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of this Declaration, and each and every Owner by the act of accepting or recording a conveyance (including by real estate contract) of any interest in the Property or any of the improvements thereon, including an Apartment, shall be deemed thereby to grant to Declarant a full and complete and unconditional power of attorney which is and shall be deemed coupled with an interest, to take any and all actions necessary to effectuate and record or file said amendment or amendments and agree that any said amendment or amendments shall be fully and completely and unconditionally binding upon their respective Apartments, the Association, and upon each of them personally and their heirs, representatives, tenants, successors and assigns, to the same extent as if they and each of them had personally executed and acknowledged said amendment or amendments. The power of attorney reserved herein or arising out of this Section 29.4 shall expire on the Transition Date; from and after the Transition Date, this Declaration may be amended only pursuant to the provisions of Section 29.1 and, if applicable, 29.2.

SECTION 30. ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS

Except in cases of substantial damage to the Property as provided in Section 24, and except for Parcels withdrawn from the Condominium by Declarant under Section 4.2, the Condominium status of the Property shall not be abandoned or terminated by reason of any act or omission by the Owners or the Association except with the consent of all Apartment Owners by an instrument to that effect duly recorded, and then only if the Mortgagees and holders of all liens affecting any of the Apartments consent thereto or agree, in either case by an instrument duly recorded, that their Mortgages and liens be transferred to the percentage of the undivided interest of the Apartment Owner in the property.

SECTION 31. 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 or, as covenants, effect the common plan.

SECTION 32. EFFECTIVE DATE

This Declaration shall take effect upon recording.

SECTION 33. REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Department of Records and Elections of King County, Washington, under Instrument No. 9006292009, in Volume 98 of condominiums, pages 51 through 29.

SECTION 34. DECLARATION--EFFECT AS COVENANTS OR SERVITUDES

The covenants of this Declaration and the Survey Map and Plans, and all amendments thereto now or hereafter made, shall be operative as covenants running with the land or equitable servitudes, supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable, to establish the common plan for the condominium development and

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its operation as indicated herein and in the Survey Map and Plans; provided, however, that the provisions of this Declaration shall not be so applied that the Property is removed from submission to the Act or discontinued in whole or in part as a condominium development unless such continued application of all or a part of the Declaration is specifically called for or reasonably implied for all or part of the Property. None of the provisions of this Declaration, including without limitation, this Section 34, shall continue to constitute covenants running with the land or equitable servitudes for any Parcel withdrawn or excluded from the Condominium pursuant to Section 4.2 hereof, unless and until such Parcel is added to the Condominium pursuant to Section 10.4 hereof.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington general partnership

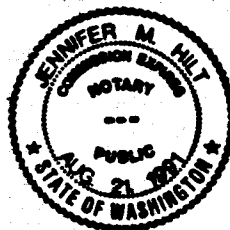
By: SWANSON-DEAN CORPORATION,
Managing General Partner

By: Gary King
Gary King, its President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Gary King signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SWANSON-DEAN CORPORATION, as the Managing General Partner of SWANSON-DEAN/DAEWOO PARTNERSHIP to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 26th of June, 1990



Jennifer M. Hilt
(Signature)
Notary Public
Title
My appointment expires 8/21/91

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EXHIBIT A

LEGAL DESCRIPTION OF PARCELS

PARCEL 75

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 550.87 FEET;
THENCE S88°28'13"E 160.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N23°20'00"E 85.00 FEET;
THENCE S66°40'00"E 103.00 FEET;
THENCE S23°20'00"W 67.77 FEET;
THENCE N66°40'00"W 91.89 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 76

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 672.01 FEET;
THENCE S88°28'13"E 153.04 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N02°00'00"E 23.39 FEET;
THENCE N22°00'00"E 63.02 FEET;
THENCE S68°00'00"E 134.00 FEET;
THENCE S22°00'00"W 85.00 FEET;
THENCE N68°00'00"W 126.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 77

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 782.86 FEET;
THENCE S88°28'13"E 167.52 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°00'00"E 85.00 FEET;
THENCE S68°00'00"E 134.00 FEET;
THENCE S22°00'00"W 85.00 FEET;
THENCE N68°00'00"W 134.00 FEET TO THE TRUE POINT OF BEGINNING;

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PARCEL 78

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 883.25 FEET;
THENCE S88°28'13"E 200.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21°55'00"E 88.00 FEET;
THENCE S68°05'00"E 135.00 FEET;
THENCE S21°55'00"W 88.00 FEET;
THENCE N68°05'00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 79

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 992.05 FEET;
THENCE S88°28'13"E 205.76 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21°20'00"E 88.00 FEET;
THENCE S68°40'00"E 135.00 FEET;
THENCE S21°20'00"W 88.00 FEET;
THENCE N68°40'00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 80

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1107.40 FEET;
THENCE S88°28'13"E 195.63 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°00'00"E 85.00 FEET;
THENCE S68°00'00"E 101.00 FEET;
THENCE S22°00'00"W 85.00 FEET;
THENCE N68°00'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

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PARCEL 81

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1091.43 FEET;
THENCE S88°28'13"E 326.08 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N03°25'00"W 84.00 FEET;
THENCE N86°35'00"E 139.00 FEET;
THENCE S03°25'00"E 84.00 FEET;
THENCE S86°35'00"W 139.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 82

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1010.24 FEET;
THENCE S88°28'13"E 366.97 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°20'00"E 84.00 FEET;
THENCE S88°40'00"E 101.00 FEET;
THENCE S01°20'00"W 84.00 FEET;
THENCE N88°40'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 83

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 911.20 FEET;
THENCE S88°28'13"E 371.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°25'00"E 84.00 FEET;
THENCE S88°35'00"E 101.00 FEET;
THENCE S01°25'00"W 84.00 FEET;
THENCE N88°35'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 84

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 783.83 FEET;
THENCE S88°28'13"E 344.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°00'00"E 136.00 FEET;
THENCE S88°35'00"E 17.07 FEET;
THENCE S68°00'00"E 72.02 FEET;
THENCE S22°00'00"W 135.32 FEET;
THENCE N85°10'00"W 22.62 FEET;
THENCE N68°00'00"W 66.38 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 85

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 664.47 FEET;
THENCE S88°28'13"E 337.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N04°50'00"E 100.00 FEET;
THENCE S85°10'00"E 85.00 FEET;
THENCE S04°50'00"W 92.57 FEET;
THENCE S75°46'57"W 22.76 FEET;
THENCE N85°10'00"W 63.49 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 95

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 448.07 FEET;
THENCE S88°28'13"E 8.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N73°05'00"E 142.00 FEET;
THENCE S16°55'00"E 88.00 FEET;
THENCE S73°05'00"W 142.00 FEET;
THENCE N16°55'00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

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PARCEL 96

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 498.07 FEET;
THENCE S88°28'13"E 14.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°25'00"W 85.00 FEET;
THENCE N88°35'00"E 101.00 FEET;
THENCE S01°25'00"E 85.00 FEET;
THENCE S88°35'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 97

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 603.16 FEET;
THENCE S88°28'13"E 15.98 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°30'00"E 142.00 FEET;
THENCE S88°30'00"E 88.00 FEET;
THENCE S01°30'00"W 142.00 FEET;
THENCE N88°30'00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 98

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 785.88 FEET;
THENCE S88°28'13"E 8.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°40'00"E 85.00 FEET;
THENCE S67°20'00"E 101.00 FEET;
THENCE S22°40'00"W 85.00 FEET;
THENCE N67°20'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

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PARCEL 99

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 902.82 FEET;
THENCE S88°28'13"E 14.33 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21°45'00"E 88.00 FEET;
THENCE S68°15'00"E 135.00 FEET;
THENCE S21°45'00"W 88.00 FEET;
THENCE N68°15'00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 100

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 993.00 FEET;
THENCE S88°28'13"E 6.30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N10°30'00"E 88.00 FEET;
THENCE S79°30'00"E 142.00 FEET;
THENCE S10°30'00"W 88.00 FEET;
THENCE N79°30'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 101

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1108.86 FEET;
THENCE S88°28'13"E 8.96 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°30'00"E 88.00 FEET;
THENCE S88°30'00"E 142.00 FEET;
THENCE S01°30'00"W 88.00 FEET;
THENCE N88°30'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

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PARCEL 102

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1225.38 FEET;
THENCE S88°28'13"E 26.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°40'00"E 88.00 FEET;
THENCE S88°20'00"E 142.00 FEET;
THENCE S01°40'00"W 88.00 FEET;
THENCE N88°20'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 103

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1225.02 FEET;
THENCE S88°28'13"E 179.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°40'00"E 88.00 FEET;
THENCE S88°20'00"E 142.00 FEET;
THENCE S01°40'00"W 88.00 FEET;
THENCE N88°20'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 104

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1224.67 FEET;
THENCE S88°28'13"E 325.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°40'00"E 88.00 FEET;
THENCE S88°20'00"E 142.00 FEET;
THENCE S01°40'00"W 88.00 FEET;
THENCE N88°20'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

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JUN 29 1990

PARCEL 105

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1224.32 FEET;
THENCE S88°28'13"E 471.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°40'00"E 88.00 FEET;
THENCE S88°20'00"E 142.00 FEET;
THENCE S01°40'00"W 88.00 FEET;
THENCE N88°20'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 106

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1113.88 FEET;
THENCE S88°28'13"E 519.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°35'00"E 85.00 FEET;
THENCE S88°25'00"E 105.00 FEET;
THENCE S01°35'00"W 85.00 FEET;
THENCE N88°25'00"W 105.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 107

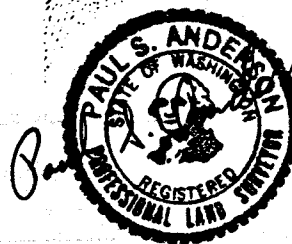
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 956.22 FEET;
THENCE S88°28'13"E 519.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N00°20'00"E 142.00 FEET;
THENCE S89°40'00"E 88.00 FEET;
THENCE S00°20'00"W 142.00 FEET;
THENCE N89°40'00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

9006292010

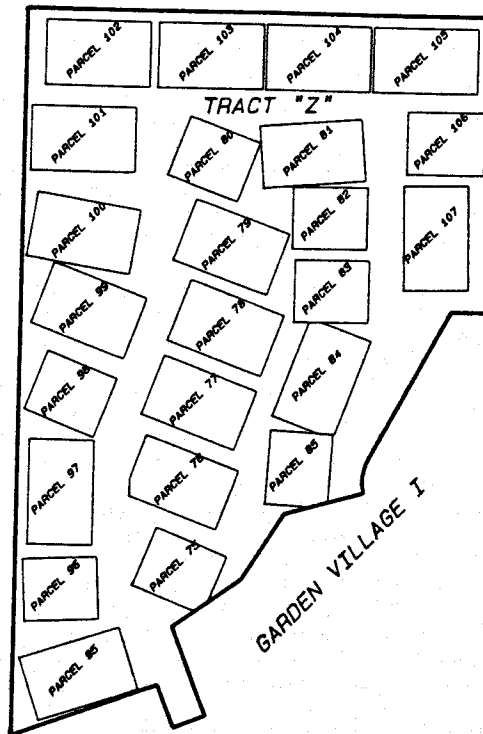
A-8



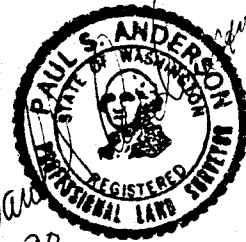
JUN 29 1990

EXHIBIT A-1

GARDEN VILLAGE II AND TRACT "Z"

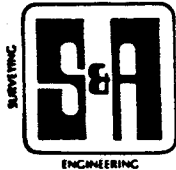


MARIONWOOD
NURSING HOME



900C292010

NUMBER SHOWS BOTH BUILDING & PARCEL, BEING ONE AND THE SAME.
THIS DRAWING IS APPROXIMATE ONLY, AND IS NOT INTENDED AS REPRESENTATION OF ACTUAL LOCATION, SIZE AND SHAPE.



STEPAN & ASSOCIATES, Inc.
33505 13th Place South
Federal Way, WA 98003
927-7850 / 682-4771

Project _____ Job No. _____
Subject _____ Comp. _____ Date _____
Sheet _____ of _____ Chkd. _____ Date _____

JUN 29 1990

EXHIBIT 'B'
LANDS SUSCEPTIBLE TO MERGER

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON.

EXCEPT THE NORTH 400.00 FEET IN WIDTH OF THE EAST 690 FEET IN
WIDTH;

AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE EAST LINE THEREOF N01°27'13"E 927.57 FEET TO THE
SOUTH LINE OF THE NORTH 400.00 FEET OF SAID SOUTHEAST QUARTER OF
THE SOUTHEAST QUARTER;
THENCE ALONG SAID SOUTH LINE N88°27'26"W 30.00 FEET TO THE
WESTERLY MARGIN OF 228TH AVENUE S.E. AND THE TRUE POINT OF
BEGINNING;
THENCE ALONG SAID WESTERLY MARGIN S01°27'13"W 439.23 FEET;
THENCE N88°32'47"W 12.00 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A RADIAL
LINE THROUGH SAID BEGINNING BEARS S88°32'47"E;
THENCE SOUTHERLY AND SOUTHWESTERLY 17.02 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 39°00'56";
THENCE N88°27'26"W 282.52 FEET TO THE SOUTHERLY PROLONGATION OF
THE WEST LINE OF LOT 4 OF KING COUNTY SHORT PLAT NO. 983051R
RECORDED UNDER KING COUNTY AUDITOR'S FILE NO. 8503069003;
THENCE N81°56'19"W 176.17 FEET TO AN ANGLE POINT IN THE SOUTH
LINE OF LOT 2 OF SAID SHORT PLAT;
THENCE ALONG THE LINE COMMON TO LOTS 1 AND 2 OF SAID SHORT PLAT
N59°58'51"W 309.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET, A RADIAL
LINE THROUGH SAID BEGINNING BEARS S18°10'14"E;
THENCE WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY
144.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
138°10'14" TO A POINT OF TANGENCY ON THE NORTHWESTERLY LINE OF
SAID LOT 2;
THENCE ALONG SAID NORTHWESTERLY LINE N30°00'00"E 230.02 FEET TO
THE NORTHWEST CORNER OF SAID LOT 2;
THENCE ALONG THE NORTH LINE OF SAID LOT 2 AND SAID SOUTH LINE OF
THE NORTH 400.00 FEET OF SAID SUBDIVISION S88°27'26"E 710.00 FEET
TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET;
THENCE N46°34'56"E 40.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N67°10'08"W 200.36 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 114.00 FEET, A
RADIAL LINE THROUGH SAID BEGINNING BEARS S25°58'11"W;

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THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
THENCE NON-TANGENT TO THE PRECEDING CURVE N35°24'17"E 253.19
FEET;
THENCE N88°28'45"E 34.70 FEET;
THENCE S61°30'25"E 370.57 FEET;
THENCE S46°34'56"W 355.53 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET TO
THE TRUE POINT OF BEGINNING;
THENCE N46°34'56"E 396.28 FEET;
THENCE S61°30'25"E 154.14 FEET;
THENCE S88°00'47"E 94.36 FEET TO THE WEST LINE OF THE EAST 30.00
FEET OF SAID SECTION 9 AND THE WEST MARGIN OF 228TH AVENUE S.E.;
THENCE S01°27'13"W 209.34 FEET ALONG SAID WEST MARGIN TO SAID
SOUTH LINE OF SECTION 9;
THENCE N88°28'02"W 512.49 FEET ALONG SAID SOUTH LINE TO THE TRUE
POINT OF BEGINNING.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE EAST LINE THEREOF N01°27'13"E 209.11 FEET;
THENCE N88°00'47"W 30.00 FEET TO THE WESTERLY MARGIN OF 228TH
AVENUE S.E. AND THE NORTHEAST CORNER OF LOT 'D' OF KING COUNTY
LOT LINE ADJUSTMENT NO. 8602006 RECORDED UNDER RECORDING NO.
8605120928, RECORDS OF SAID COUNTY;
THENCE ALONG THE NORTHERLY LINE OF SAID LOT 'D' N88°00'47"W 94.36
FEET;
THENCE CONTINUING N61°30'25"W 472.11 FEET TO THE TRUE POINT OF
BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE
SOUTHEAST HAVING A RADIUS OF 180.00 FEET (A RADIAL LINE THROUGH
SAID BEGINNING BEARS N01°38'17"E);
THENCE WESTERLY AND SOUTHWESTERLY 176.66 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 56°14'00" TO A POINT OF CUSP WITH THE
WESTERLY LINE OF SAID LOT 'D';
THENCE ALONG SAID WESTERLY LINE N35°24'17"E 122.46 FEET TO SAID
NORTHERLY LINE;
THENCE ALONG SAID NORTHERLY LINE N88°28'45"E 34.70 FEET;
THENCE CONTINUING S61°30'24"E 52.60 FEET TO THE TRUE POINT OF
BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION
16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON DESCRIBED AS FOLLOWS:

JUN 29 1990

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COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;
THENCE N88°28'02"W ALONG THE NORTH LINE OF SAID SECTION 16 A
DISTANCE OF 542.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S46°34'56"W 305.33 FEET TO A POINT ON A CURVE, THE CENTER
OF SAID CURVE BEARS S27°12'21"E 62.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A
CENTRAL ANGLE OF 10°33'42" AN ARC DISTANCE OF 11.43 FEET TO A
POINT OF TANGENCY;
THENCE S52°13'57"W 1114.30 FEET TO A POINT HEREINAFTER REFERRED
TO AS POINT 'A';
THENCE S37°46'03"E 871.00 FEET;
THENCE N52°13'57"E 400.00 FEET;
THENCE S37°46'03"E 541.55 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET
THROUGH A CENTRAL ANGLE OF 77°43'17" AN ARC DISTANCE OF 217.04
FEET TO A POINT OF TANGENCY;
THENCE N64°30'40"E 90.86 FEET TO A POINT OF CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF
190.25 FEET THROUGH A CENTRAL ANGLE OF 26°13'52" AN ARCH DISTANCE
OF 87.10 FEET TO A POINT ON A CURVE ON THE WESTERLY MARGIN OF
228TH AVENUE S.E. AS CONVEYED TO KING COUNTY BY DEED RECORDED
UNDER RECEIVING NO. 7110210313 RECORDS OF SAID COUNTY, SAID POINT
BEING A POINT ON A CURVE THE CENTER OF WHICH BEARS N76°39'59"W
808.00 FEET DISTANT;
THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID MARGIN
AND THE NORTHERLY MARGIN OF S.E. 43RD WAY ALONG SAID CURVE TO THE
RIGHT THROUGH A CENTRAL ANGLE OF 87°59'49" AN ARC DISTANCE OF
1240.96 FEET TO AN POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID MARGIN BY THE FOLLOWING COURSES AND
DISTANCE;
N78°39'57"W 945.67 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET
THROUGH A CENTRAL ANGLE OF 29°51'27" AN ARC DISTANCE OF 759.78
FEET TO A POINT OF TANGENCY;
THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID
SUBDIVISION;
THENCE N01°34'44"E ALONG SAID WEST LINE 1863.45 FEET TO THE
NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE S88°28'02"E 2110.53 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION
16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT 'A';
THENCE S37°46'03"E 871.00 FEET;
THENCE N52°13'57"E 100.00 FEET;
THENCE N37°46'03"W 871.00 FEET;
THENCE S52°13'57"W 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND
THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER, ALL IN
SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING
COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY MARGIN OF
S.E. 43RD WAY AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER
RECEIVING NO. 7110210313.

JUN 29 1990

EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE S.E.

ALSO EXCEPT

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 343.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE N01°31'47"E 984.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE NORTH LINE THEREOF S88°27'26"E 634.75 FEET;
THENCE S01°27'13"W 400.00 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH LINE OF LOT 'B' OF KING COUNTY LOT LINE ADJUSTMENT NO. 8602006, RECORDED UNDER RECORDING NUMBER 8605120928, RECORDS OF SAID COUNTY;
THENCE ALONG LAST SAID NORTH LINE N88°27'26"W 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 'B';
THENCE ALONG THE WESTERLY LINE THEREOF S30°00'00"W 230.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET;
THENCE CONTINUING SOUTHERLY AND SOUTHEASTERLY 46.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°13'03" TO A RADIAL LINE OF SAID CURVE WHICH BEARS S75°46'57"W;
THENCE ALONG THE PROLONGATION OF SAID RADIAL LINE S75°46'57"W 110.99 FEET;
THENCE S33°59'10"W 107.34 FEET;
THENCE S56°08'19"W 111.99 FEET;
THENCE S20°09'00"E 128.50 FEET;
THENCE S69°51'00"W 46.00 FEET;
THENCE N20°09'00"W 62.00 FEET;
THENCE S71°06'32"W 209.92 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY WASHINGTON.

9006292010

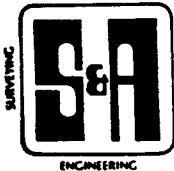
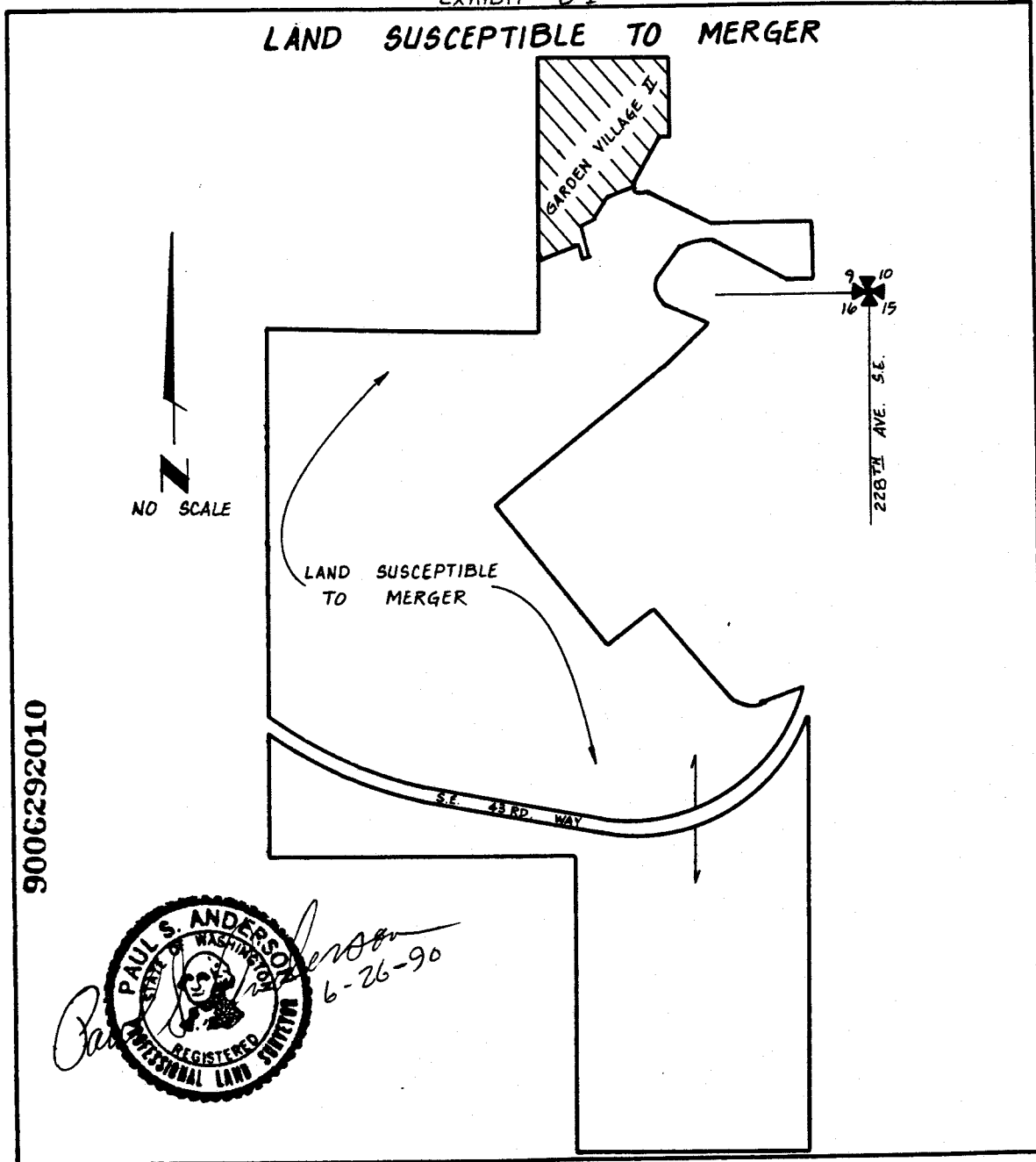


B-4

JUN 29 1990

EXHIBIT B-1

LAND SUSCEPTIBLE TO MERGER



STEPAN & ASSOCIATES, Inc.
33505 13th Place South
Federal Way, WA 98003
927-7850 / 682-4771

Project GARDEN VILLAGE II Job No. F40009
Subject _____ Comp. _____ Date _____
Sheet _____ of _____ Chkd. _____ Date _____

JUN 29 1990

EXHIBIT C

Location, Description, Value and
Percentage Undivided Interest of Apartments

Each Tiffany B type apartment is approximately 1,262 square feet in area and has an entry hall, living room with fireplace, a dining area, a kitchen, a master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and high ceilings. Each Compton B type apartment is approximately 1,290 square feet in area and has an entry hall, a living room with fireplace, dining room, a kitchen with eating nook, a master suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and partial cathedral ceilings. Each Monticello B type apartment is approximately 1,741 square feet in area, including a loft area, and contains an entry hall with a half bath, a living room with fireplace and dining area, a kitchen with eating nook, a master bedroom suite with full bathroom, a loft with full bathroom, a second bedroom/den, an exterior deck or patio, a two car garage and partial cathedral ceilings. Each Versailles type apartment is approximately 1,475 square feet in area and contains an entry hall, living room with fireplace, a dining room, a kitchen with eating nook, a master bedroom suite with bathroom and walk in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Versailles B type apartment is approximately 1,621 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with eating nook, a master bedroom, a third bedroom/den, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Monterey type apartment is approximately 1,440 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two car garage and partial cathedral ceiling.

None of the apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each apartment.

02301045M001A.VBD
6/15/90

JUN 29 1990

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Bldg.	No.	Type	Address	Level	Value	%
75	1305	Versailles B	3676 224th P1 SE	1	\$165,000	1.421
75	1306	Versailles B	3674 224th P1 SE	1	165,000	1.421
76	1307	Tiffany B	3664 224th P1 SE	1	128,500	1.107
76	1308	Tiffany B	3662 224th P1 SE	1	128,500	1.107
76	2304	Compton B	3666 224th P1 SE	2	131,000	1.128
76	2305	Monticello B	3668 224th P1 SE	2	175,000	1.508
76	2306	Compton B	3670 224th P1 SE	2	131,000	1.128
77	1309	Tiffany B	3652 224th P1 SE	1	128,500	1.107
77	1310	Tiffany B	3650 224th P1 SE	1	128,500	1.107
77	2307	Compton B	3654 224th P1 SE	2	131,000	1.128
77	2308	Monticello B	3656 224th P1 SE	2	175,000	1.508
77	2309	Compton B	3658 224th P1 SE	2	131,000	1.128
78	1311	Tiffany B	3640 224th P1 SE	1	128,500	1.107
78	1312	Tiffany B	3638 224th P1 SE	1	128,500	1.107
78	2310	Compton B	3642 224th P1 SE	2	131,000	1.128
78	2311	Monticello B	3644 224th P1 SE	2	175,000	1.508
78	2312	Compton B	3646 224th P1 SE	2	131,000	1.128
79	1313	Tiffany B	3628 224th P1 SE	1	128,500	1.107
79	1314	Tiffany B	3626 224th P1 SE	1	128,500	1.107
79	2313	Compton B	3630 224th P1 SE	2	131,000	1.128
79	2314	Monticello B	3632 224th P1 SE	2	175,000	1.508
79	2315	Compton B	3634 224th P1 SE	2	131,000	1.128
80	1315	Versailles B	3620 224th P1 SE	1	165,000	1.421
80	1316	Versailles B	3622 224th P1 SE	1	165,000	1.421
81	1317	Monterey	22413 SE 36th Lane	1	145,000	1.248
81	1318	Monticello B	22415 SE 36th Lane	1	175,000	1.508
81	1319	Monterey	22417 SE 36th Lane	1	145,000	1.248
82	1320	Versailles	3617 225th P1 SE	1	153,000	1.318
82	1321	Versailles	3619 225th P1 SE	1	153,000	1.318
83	1322	Versailles	3625 225th P1 SE	1	153,000	1.318
83	1323	Versailles	3623 225th P1 SE	1	153,000	1.318
84	1324	Monterey	3633 225th P1 SE	1	145,000	1.248
84	1325	Monticello B	3635 225th P1 SE	1	175,000	1.508
84	1326	Monterey	3637 225th P1 SE	1	145,000	1.248
85	1327	Versailles	3641 225th P1 SE	1	153,000	1.318
85	1328	Versailles	3643 225th P1 SE	1	153,000	1.318

JUN 29 1990

Bldg.	No.	Type	Address	Level	Value	%
95	1347	Monterey	3677 224th P1 SE	1	145,000	1.248
95	1348	Monticello B	3675 224th P1 SE	1	175,000	1.508
95	1349	Monterey	3673 224th P1 SE	1	145,000	1.248
96	1350	Versailles B	3667 224th P1 SE	1	165,000	1.421
96	1351	Versailles B	3669 224th P1 SE	1	165,000	1.421
97	1352	Monterey	3663 224th P1 SE	1	145,000	1.248
97	1353	Monticello B	3661 224th P1 SE	1	175,000	1.508
97	1354	Monterey	3659 224th P1 SE	1	145,000	1.248
98	1355	Versailles B	3653 224th P1 SE	1	165,000	1.421
98	1356	Versailles B	3651 224th P1 SE	1	165,000	1.421
99	1357	Tiffany B	3639 224th P1 SE	1	128,500	1.107
99	1358	Tiffany B	3637 224th P1 SE	1	128,500	1.107
99	2328	Compton B	3643 224th P1 SE	2	131,000	1.128
99	2329	Monticello B	3645 224th P1 SE	2	175,000	1.508
99	2330	Compton B	2647 224th P1 SE	2	131,000	1.128
100	1359	Tiffany B	3625 224th P1 SE	1	128,500	1.107
100	1360	Tiffany B	3623 224th P1 SE	1	128,500	1.107
100	2331	Compton B	3629 224th P1 SE	2	131,000	1.128
100	2332	Monticello B	3631 224th P1 SE	2	175,000	1.508
100	2333	Compton B	3633 224th P1 SE	2	131,000	1.128
101	1361	Tiffany B	3611 224th P1 SE	1	128,500	1.107
101	1362	Tiffany B	3609 224th P1 SE	1	128,500	1.107
101	2334	Compton B	3615 224th P1 SE	2	131,000	1.128
101	2335	Monticello B	3617 224th P1 SE	2	175,000	1.508
101	2336	Compton B	3619 224th P1 SE	2	131,000	1.128
102	1363	Monterey	3601 224th P1 SE	1	145,000	1.248
102	1364	Monticello B	3603 224th P1 SE	1	175,000	1.508
102	1365	Monterey	3605 224th P1 SE	1	145,000	1.248
103	1366	Monterey	22404 SE 36th Ln	1	145,000	1.248
103	1367	Monticello B	22406 SE 36th Ln	1	175,000	1.508
103	1368	Monterey	22408 SE 36th Ln	1	145,000	1.248
104	1369	Monterey	22414 SE 36th Ln	1	145,000	1.248
104	1370	Monticello B	22416 SE 36th Ln	1	175,000	1.508
104	1371	Monterey	22418 SE 36th Ln	1	145,000	1.248
105	1372	Monterey	3600 225th P1 SE	1	145,000	1.248
105	1373	Monticello B	3602 225th P1 SE	1	175,000	1.508
105	1374	Monterey	3604 225th P1 SE	1	145,000	1.248

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JUN 29 1990

<u>Bldg.</u>	<u>No.</u>	<u>Type</u>	<u>Address</u>	<u>Level</u>	<u>Value</u>	<u>%</u>
106	1375	Versailles B	3610 225th P1 SE	1	165,000	1.421
106	1376	Versailles B	3608 225th P1 SE	1	165,000	1.421
107	1377	Monterey	3616 225th P1 SE	1	145,000	1.248
107	1378	Monticello B	3618 225th P1 SE	1	175,000	1.508
107	1379	Monterey	3620 225th P1 SE	1	145,000	1.248
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JUN 29 1990

RECEIVED THIS DAY

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

JUN 19 2 27 PM '90

BY THE
RECORDING

90/06/29

RECD F 12.00

REC FEE 2.00

CASHSL

#2012 A

***14.00

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COMPLETION AMENDMENT NO. ONE

FOR

GARDEN VILLAGE II
a Condominium

This COMPLETION AMENDMENT NO. ONE (this "Amendment") is made as of this 26TH day of JUNE, 1990, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, successor in interest to Swanson Dean Corporation in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village II, A Condominium, recorded with The Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 9006292009 (the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village II was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 9006292009 in Volume 98 of Condominiums, pages 51 through 79 inclusive.

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has completed construction of the first Phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 82, 83, 95, 96, 97 and 98 which are legally

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described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phases only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

**THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington partnership**

**By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner**

By  _____

9006292012

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 9006292009 in Volume 98 of Condominiums, pages 51 through 79, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 82, 83, 95, 96, 97 and 98, which are legally described on Exhibit A hereto.

Paul S. Anderson
PAUL S. ANDERSON P.L.S. #15639

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Paul S. Anderson, being first duly sworn on oath, deposes and states:

I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

Paul S. Anderson
PAUL S. ANDERSON, P.L.S. #15639

SUBSCRIBED AND SWORN to before this 26th day of June, 1990.

Patricia Ann Dupler
Notary Public in and for the
State of Washington residing
at Pierce

My appointment expires 2-1-92

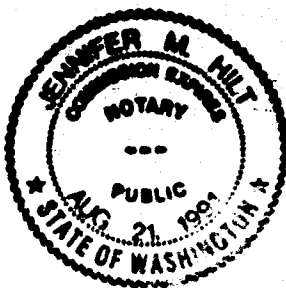
9006292012

STATE OF WASHINGTON)
COUNTY OF KING) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GARY KING signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SWANSON-DEAN CORPORATION, Managing General Partner of SWANSON-DEAN PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: 26th of June, 1990

June, 1990. SUBSCRIBED AND SWORN to before this 26th day of



Jennifer M. Hill
Notary Public in and for the
State of Washington residing
at Des Moines

My appointment expires 8/21/91

9006292012

EXHIBIT A

LEGAL DESCRIPTION OF PARCELS

PARCEL 82

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1010.24 FEET;
THENCE S88°28'13"E 366.97 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°20'00"E 84.00 FEET;
THENCE S88°40'00"E 101.00 FEET;
THENCE S01°20'00"W 84.00 FEET;
THENCE N88°40'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 83

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 911.20 FEET;
THENCE S88°28'13"E 371.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°25'00"E 84.00 FEET;
THENCE S88°35'00"E 101.00 FEET;
THENCE S01°25'00"W 84.00 FEET;
THENCE N88°35'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 95

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 448.07 FEET;
THENCE S88°28'13"E 8.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N73°05'00"E 142.00 FEET;
THENCE S16°55'00"E 88.00 FEET;
THENCE S73°05'00"W 142.00 FEET;
THENCE N16°55'00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

9006292012

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PARCEL 96

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 498.07 FEET;
THENCE S88°28'13"E 14.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°25'00"W 85.00 FEET;
THENCE N88°35'00"E 101.00 FEET;
THENCE S01°25'00"E 85.00 FEET;
THENCE S88°35'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 97

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 603.16 FEET;
THENCE S88°28'13"E 15.98 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°30'00"E 142.00 FEET;
THENCE S88°30'00"E 88.00 FEET;
THENCE S01°30'00"W 142.00 FEET;
THENCE N88°30'00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 98

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 785.88 FEET;
THENCE S88°28'13"E 8.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°40'00"E 85.00 FEET;
THENCE S67°20'00"E 101.00 FEET;
THENCE S22°40'00"W 85.00 FEET;
THENCE N67°20'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.



EXHIBIT C

Location, Description, Value and
Percentage Undivided Interest of Apartments

Each Tiffany B type apartment is approximately 1,262 square feet in area and has an entry hall, living room with fireplace, dining area, a kitchen, a master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and high ceilings. Each Compton B type apartment is approximately 1,290 square feet in area and has an entry hall, a living room with fireplace, dining room, a kitchen with eating nook, a master suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and partial cathedral ceilings. Each Monticello B type apartment is approximately 1,741 square feet in area, including a loft area, and contains an entry hall with a half bath, a living room with fireplace and dining area, a kitchen with eating nook, a master bedroom suite with full bathroom, a loft with full bathroom, a second bedroom/den, an exterior deck or patio, a two car garage and partial cathedral ceilings. Each Versailles type apartment is approximately 1,475 square feet in area and contains an entry hall, living room with fireplace, a dining room, a kitchen with eating nook, a master bedroom suite with bathroom and walk in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Versailles B type apartment is approximately 1,621 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with eating nook, a master bedroom, a third bedroom/den, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Monterey type apartment is approximately 1,440 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two car garage and partial cathedral ceiling.

None of the apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each apartment.

<u>Bldg.</u>	<u>No.</u>	<u>Type</u>	<u>Address</u>	<u>Level</u>	<u>Value</u>	<u>%</u>
82	1320	Versailles	3617 225th P1 SE	1	\$153,000	6.948
82	1321	Versailles	3619 225th P1 SE	1	153,000	6.948
83	1322	Versailles	3625 225th P1 SE	1	153,000	6.948
83	1323	Versailles	3623 225th P1 SE	1	153,000	6.948
95	1347	Monterey	3677 224th P1 SE	1	145,000	6.585
95	1348	Monticello B	3675 224th P1 SE	1	175,000	7.948
95	1349	Monterey	3673 224th P1 SE	1	145,000	6.585
96	1350	Versailles B	3667 224th P1 SE	1	165,000	7.493
96	1351	Versailles B	3669 224th P1 SE	1	165,000	7.493
97	1352	Monterey	3663 224th P1 SE	1	145,000	6.585
97	1353	Monticello B	3661 224th P1 SE	1	175,000	7.948
97	1354	Monterey	3659 224th P1 SE	1	145,000	6.585
98	1355	Versailles B	3653 224th P1 SE	1	165,000	7.493
98	1356	Versailles B	3651 224th P1 SE	1	165,000	7.493

\$2,202,000	100.000%
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9606292012

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
720 Olive Way, Suite 1700
Seattle, Washington 98101-1861

90/08/28 #0573 R
REC FEE 2.00
RECD F 14.00
CASHSL ***16.00

COMPLETION AMENDMENT NO. TWO
FOR
GARDEN VILLAGE II
a Condominium

This COMPLETION AMENDMENT NO. TWO (this "Amendment") is made as of this 24th day of AUGUST, 1990, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village II, A Condominium, recorded with The Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 9006292010 (the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village II was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 9006292009 in Volume 98 of Condominiums, pages 51 through 79 inclusive.

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has previously recorded Completion Amendment No. 1 under Recording No. 9006292012. Declarant has completed construction of the second Phase of the Condominium and desires to record this Amendment pursuant to the terms of Article 4 of the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been

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8/22/90

9008280573

25x10

32x10

completed on Parcels 75, 76, 77, 80, 84, 85, and 106 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phases only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By 

9008280573

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 9008280572 in Volume 100 of Condominiums, pages 70 through 77, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 75, 76, 77, 80, 84, 85 and 106, which are legally described on Exhibit A hereto.

Paul S. Anderson
STATE OF WASHINGTON, P.L.S. #15639

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Paul S. Anderson, being first duly sworn on oath,
deposes and states:

I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

Paul S. Anderson
STATE OF WASHINGTON, P.L.S. #15639

SUBSCRIBED AND SWORN to before this 27th day of August, 1990.

Patricia J. Carlson
Notary Public in and for the
State of Washington residing
at Kirkland

My appointment expires 1-27-94

9008280573

32x10

STATE OF WASHINGTON)
COUNTY OF KING) ss.

Glenn C. Lindsay I certify that I know or have satisfactory evidence that signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SWANSON-DEAN CORPORATION, Managing General Partner of SWANSON-DEAN PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: August 22, 1990.

August, 1990. SUBSCRIBED AND SWORN to before this 22nd day of

Patricia J. Jackson
Notary Public in and for the
State of Washington residing
at Kirkland

My appointment expires 12/27/94

9008280573

EXHIBIT A

LEGAL DESCRIPTION OF PARCELS

PARCEL 75

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 550.87 FEET;
THENCE S88°28'13"E 160.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N23°20'00"E 85.00 FEET;
THENCE S66°40'00"E 103.00 FEET;
THENCE S23°20'00"W 67.77 FEET;
THENCE S56°08'19"W 20.50 FEET;
THENCE N66°40'00"W 91.89 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 76

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 672.01 FEET;
THENCE S88°28'13"E 153.04 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N02°00'00"E 23.39 FEET;
THENCE N22°00'00"E 63.02 FEET;
THENCE S68°00'00"E 134.00 FEET;
THENCE S22°00'00"W 85.00 FEET;
THENCE N68°00'00"W 126.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 77

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 782.86 FEET;
THENCE S88°28'13"E 167.52 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°00'00"E 85.00 FEET;
THENCE S68°00'00"E 134.00 FEET;
THENCE S22°00'00"W 85.00 FEET;
THENCE N68°00'00"W 134.00 FEET TO THE TRUE POINT OF BEGINNING;

9008280573

32x10

9008280573

PARCEL 80

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1107.40 FEET;
THENCE S88°28'13"E 195.63 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°00'00"E 85.00 FEET;
THENCE S68°00'00"E 101.00 FEET;
THENCE S22°00'00"W 85.00 FEET;
THENCE N68°00'00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 84

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 783.83 FEET;
THENCE S88°28'13"E 344.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22°00'00"E 136.00 FEET;
THENCE S88°35'00"E 17.07 FEET;
THENCE S68°00'00"E 72.02 FEET;
THENCE S22°00'00"W 135.32 FEET;
THENCE N85°10'00"W 22.62 FEET;
THENCE N68°00'00"W 66.39 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 85

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 664.47 FEET;
THENCE S88°28'13"E 337.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N04°50'00"E 100.00 FEET;
THENCE S85°10'00"E 85.00 FEET;
THENCE S04°50'00"W 92.57 FEET;
THENCE S75°46'57"W 22.77 FEET;
THENCE N85°10'00"W 63.48 FEET TO THE TRUE POINT OF BEGINNING;

25X 10

32X 10

PARCEL 106

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1113.88 FEET;
THENCE S88°28'13"E 519.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°35'00"E 85.00 FEET;
THENCE S88°25'00"E 105.00 FEET;
THENCE S01°35'00"W 85.00 FEET;
THENCE N88°25'00"W 105.00 FEET TO THE TRUE POINT OF BEGINNING;

9008280573

EXHIBIT C

Location, Description, Value and
Percentage Undivided Interest of Apartments

Each Tiffany B type apartment is approximately 1,262 square feet in area and has an entry hall, living room with fireplace, a dining area, a kitchen, a master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and high ceilings. Each Compton B type apartment is approximately 1,290 square feet in area and has an entry hall, a living room with fireplace, dining room, a kitchen with eating nook, a master suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and partial cathedral ceilings. Each Monticello B type apartment is approximately 1,741 square feet in area, including a loft area, and contains an entry hall with a half bath, a living room with fireplace and dining area, a kitchen with eating nook, a master bedroom suite with full bathroom, a loft with full bathroom, a second bedroom/den, an exterior deck or patio, a two car garage and partial cathedral ceilings. Each Versailles type apartment is approximately 1,475 square feet in area and contains an entry hall, living room with fireplace, a dining room, a kitchen with eating nook, a master bedroom suite with bathroom and walk in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Versailles B type apartment is approximately 1,621 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with eating nook, a master bedroom, a third bedroom/den, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Monterey type apartment is approximately 1,440 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two car garage and partial cathedral ceiling.

None of the apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each apartment.

9008280573

Bldg.	No.	Type	Address	Level	Value	%
75	1305	Versailles B	3676 224th P1 SE	1	\$165,000	3.0835
75	1306	Versailles B	3674 224th P1 SE	1	165,000	3.0835
76	1307	Tiffany B	3664 224th P1 SE	1	128,500	2.4014
76	1308	Tiffany B	3662 224th P1 SE	1	128,500	2.4014
76	2304	Compton B	3666 224th P1 SE	2	131,000	2.4482
76	2305	Monticello B	3668 224th P1 SE	2	175,000	3.2704
76	2306	Compton B	3670 224th P1 SE	2	131,000	2.4482
77	1309	Tiffany B	3652 224th P1 SE	1	128,500	2.4014
77	1310	Tiffany B	3650 224th P1 SE	1	128,500	2.4014
77	2307	Compton B	3654 224th P1 SE	2	131,000	2.4482
77	2308	Monticello B	3656 224th P1 SE	2	175,000	3.2704
77	2309	Compton B	3658 224th P1 SE	2	131,000	2.4482
80	1315	Versailles B	3620 224th P1 SE	1	165,000	3.0835
80	1316	Versailles B	3622 224th P1 SE	1	165,000	3.0835
82	1320	Versailles	3617 225th P1 SE	1	153,000	2.8593
82	1321	Versailles	3619 225th P1 SE	1	153,000	2.8593
83	1322	Versailles	3625 225th P1 SE	1	153,000	2.8593
83	1323	Versailles	3623 225th P1 SE	1	153,000	2.8593
84	1324	Monterey	3633 225th P1 SE	1	145,000	2.7098
84	1325	Monticello B	3635 225th P1 SE	1	175,000	3.2704
84	1326	Monterey	3637 225th P1 SE	1	145,000	2.7098
85	1327	Versailles	3641 225th P1 SE	1	153,000	2.8593
85	1328	Versailles	3643 225th P1 SE	1	153,000	2.8593
95	1347	Monterey	3677 224th P1 SE	1	145,000	2.7098
95	1348	Monticello B	3675 224th P1 SE	1	175,000	3.2704
95	1349	Monterey	3673 224th P1 SE	1	145,000	2.7098
96	1350	Versailles B	3667 224th P1 SE	1	165,000	3.0835
96	1351	Versailles B	3669 224th P1 SE	1	155,000	3.0835
97	1352	Monterey	3663 224th P1 SE	1	145,000	2.7098
97	1353	Monticello B	3661 224th P1 SE	1	175,000	3.2704
97	1354	Monterey	3659 224th P1 SE	1	145,000	2.7098
98	1355	Versailles B	3653 224th P1 SE	1	165,000	3.0835
98	1356	Versailles B	3651 224th P1 SE	1	165,000	3.0835

106	1375	Versailles B	3610 225th P1 SE	1	165,000	3.0835
106	1376	Versailles B	3608 225th P1 SE	1	165,000	3.0835

					<u>\$5,351,000</u>	<u>100.0000</u>
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9008280573

0230045M000A VBD
8/23/90

RECEIVED THIS DAY

Recorded at the Request of
and after Recording Return to 407 0 2 1 00

Vincent B. DePillis, Esq.
Tousley Brain
56th Floor, AT&T Gateway Tower
700 Fifth Avenue
Seattle, Washington 98104-5056

90/11/20 #1226 B
REC FEE 2.00
RECD F 13.00
CASHSL ***15.00
55

COMPLETION AMENDMENT NO. THREE
FOR
GARDEN VILLAGE II
a Condominium

This COMPLETION AMENDMENT NO. THREE (this "Amendment") is made as of this 19TH day of NOVEMBER, 1990, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village II, A Condominium, recorded with The Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 9006292010 (the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village II was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 9006292009 in Volume 98 of Condominiums, pages 51 through 79 inclusive. The Survey Map and Plans have been subsequently amended by the following Amendments, under Declarant's authority under Section 4 of the Declaration:

Amend. No.	Recording No.	Volume (Condos.)	Pages (inclusive)
1.	9008280572	100	70 - 77
2.	<u>9011201225</u>	<u>101</u>	<u>50 - 57</u>

The Survey Map and Plans have been corrected by Affidavit of Correction recorded with the Department of Records under Recording Nos. 9007021232 and 9008280571.

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of construction for each phase. Declarant has previously recorded the following Completion Amendments:

9011201226

Amendment No.

Recording No.

1.

9006292012

2.

9008280573

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 79, 81, 99, 105, and 107 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phases only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation,
Managing General Partner

By 

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 9011201225 in Volume 101 of Condominiums, pages 50 through 57, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 79, 81, 99, 105 and 107, which are legally described on Exhibit A hereto.

Paul S. Anderson
PAUL S. ANDERSON, P.L.S. #15639

STATE OF WASHINGTON)
COUNTY OF KING) ss.

PAUL S. ANDERSON, being first duly sworn on oath, deposes and states:

I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

Paul S. Anderson
PAUL S. ANDERSON, P.L.S. #15639

SUBSCRIBED AND SWORN to before this 7th day of November, 1990.

Patricia Ann Hupfer
Notary Public in and for the
State of Washington residing
at Pierce County

My appointment expires 2-1-92

9211201226

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Daniel C. Gruney signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the V.P. Finance of Swanson-Dean Corporation, General Partner of THE SWANSON-DEAN/DAEWOO PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: 11/19/90.

November, 1990. SUBSCRIBED AND SWORN to before this 19th day of

Vincent B. DePillis
Notary Public in and for the
State of Washington residing
at Seattle



My appointment expires 4/22/94

901120122C

EXHIBIT A

LEGAL DESCRIPTION OF PARCELS

PARCEL 79

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 992.05 FEET;
THENCE S88°28'13"E 205.76 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21°20'00"E 88.00 FEET;
THENCE S68°40'00"E 135.00 FEET;
THENCE S21°20'00"W 88.00 FEET;
THENCE N68°40'00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 81

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1091.43 FEET;
THENCE S88°28'13"E 326.08 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N03°25'00"W 84.00 FEET;
THENCE N86°35'00"E 139.00 FEET;
THENCE S03°25'00"E 84.00 FEET;
THENCE S86°35'00"W 139.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 99

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 902.82 FEET;

THENCE S88°28'13"E 14.33 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21°45'00"E 88.00 FEET;
THENCE S68°15'00"E 135.00 FEET;
THENCE S21°45'00"W 88.00 FEET;
THENCE N68°15'00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 105

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

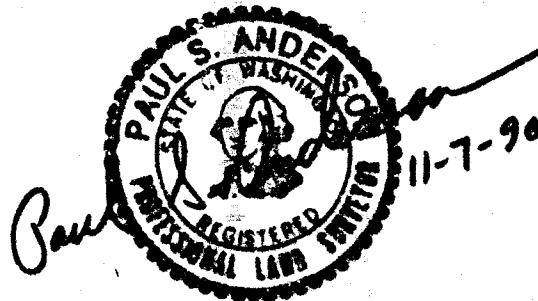
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 1224.32 FEET;
THENCE S88°28'13"E 471.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01°40'00"E 88.00 FEET;
THENCE S88°20'00"E 142.00 FEET;
THENCE S01°40'00"W 88.00 FEET;
THENCE N88°20'00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 107

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01°31'47"E 956.22 FEET;
THENCE S88°28'13"E 519.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N00°20'00"E 142.00 FEET;
THENCE S89°40'00"E 88.00 FEET;
THENCE S00°20'00"W 142.00 FEET;
THENCE N89°40'00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.



9011201226

EXHIBIT C

Location, Description, Value and
Percentage Undivided Interest of Apartments

Each Tiffany B type apartment is approximately 1,262 square feet in area and has an entry hall, living room with fireplace, a dining area, a kitchen, a master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and high ceilings. Each Compton B type apartment is approximately 1,290 square feet in area and has an entry hall, a living room with fireplace, dining room, a kitchen with eating nook, a master suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and partial cathedral ceilings. Each Monticello B type apartment is approximately 1,741 square feet in area, including a loft area, and contains an entry hall with a half bath, a living room with fireplace and dining area, a kitchen with eating nook, a master bedroom suite with full bathroom, a loft with full bathroom, a second bedroom/den, an exterior deck or patio, a two car garage and partial cathedral ceilings. Each Versailles type apartment is approximately 1,475 square feet in area and contains an entry hall, living room with fireplace, a dining room, a kitchen with eating nook, a master bedroom suite with bathroom and walk in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Versailles B type apartment is approximately 1,621 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with eating nook, a master bedroom, a third bedroom/den, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Monterey type apartment is approximately 1,440 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two car garage and partial cathedral ceiling.

None of the apartments have substantial views.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each apartment.

9011201226

Bldg.	No.	Type	Address	Level	Value	%
75	1305	Versailles B	3676 224th Pl SE	1	\$165,000	2.028
75	1306	Versailles B	3674 224th Pl SE	1	165,000	2.028
76	1307	Tiffany B	3664 224th Pl SE	1	128,500	1.580
76	1308	Tiffany B	3662 224th Pl SE	1	128,500	1.580
76	2304	Compton B	3666 224th Pl SE	2	131,000	1.611
76	2305	Monticello B	3668 224th Pl SE	2	175,000	2.151
76	2306	Compton B	3670 224th Pl SE	2	131,000	1.611
77	1309	Tiffany B	3652 224th Pl SE	1	128,500	1.580
77	1310	Tiffany B	3650 224th Pl SE	1	128,500	1.580
77	2307	Compton B	3654 224th Pl SE	2	131,000	1.611
77	2308	Monticello B	3656 224th Pl SE	2	175,000	2.151
77	2309	Compton B	3658 224th Pl SE	2	131,000	1.611
79	1313	Tiffany B	3628 224th Pl SE	1	128,500	1.580
79	1314	Tiffany B	3626 224th Pl SE	1	128,500	1.580
79	2313	Compton B	3630 224th Pl SE	2	131,000	1.611
79	2314	Monticello B	3632 224th Pl SE	2	175,000	2.151
79	2315	Compton B	3634 224th Pl SE	2	131,000	1.611
80	1315	Versailles B	3620 224th Pl SE	1	165,000	2.028
80	1316	Versailles B	3622 224th Pl SE	1	165,000	2.028
81	1317	Monterey	22413 SE 36th Lane	1	145,000	1.783
81	1318	Monticello B	22415 SE 36th Lane	1	175,000	2.151
81	1319	Monterey	22417 SE 36th Lane	1	145,000	1.783
82	1320	Versailles	3617 225th Pl SE	1	153,000	1.881
82	1321	Versailles	3619 225th Pl SE	1	153,000	1.881
83	1322	Versailles	3625 225th Pl SE	1	153,000	1.881
83	1323	Versailles	3623 225th Pl SE	1	153,000	1.881
84	1324	Monterey	3633 225th Pl SE	1	145,000	1.783
84	1325	Monticello B	3635 225th Pl SE	1	175,000	2.151
84	1326	Monterey	3637 225th Pl SE	1	145,000	1.783
85	1327	Versailles	3641 225th Pl SE	1	153,000	1.881
85	1328	Versailles	3643 225th Pl SE	1	153,000	1.881
95	1347	Monterey	3677 224th Pl SE	1	145,000	1.783
95	1348	Monticello B	3675 224th Pl SE	1	175,000	2.151
95	1349	Monterey	3673 224th Pl SE	1	145,000	1.783
96	1350	Versailles B	3667 224th Pl SE	1	165,000	2.028
96	1351	Versailles B	3669 224th Pl SE	1	165,000	2.028
97	1352	Monterey	3663 224th Pl SE	1	145,000	1.783
97	1353	Monticello B	3661 224th Pl SE	1	175,000	2.151

97	1354	Monterey	3659	224th P1 SE	1	145,000	1.783
98	1355	Versailles B	3653	224th P1 SE	1	165,000	2.028
98	1356	Versailles B	3651	224th P1 SE	1	165,000	2.028
99	1357	Tiffany B	3639	224th P1 SE	1	128,500	1.580
99	1358	Tiffany B	3637	224th P1 SE	1	128,500	1.580
99	2328	Compton B	3643	224th P1 SE	2	131,000	1.611
99	2329	Monticello B	3645	224th P1 SE	2	175,000	2.151
99	2330	Compton B	2647	224th P1 SE	2	131,000	1.611
105	1372	Monterey	3600	225th P1 SE	1	145,000	1.783
105	1373	Monticello B	3602	225th P1 SE	1	175,000	2.151
105	1374	Monterey	3604	225th P1 SE	1	145,000	1.783
106	1375	Versailles B	3610	225th P1 SE	1	165,000	2.028
106	1376	Versailles B	3608	225th P1 SE	1	165,000	2.028
107	1377	Monterey	3616	225th P1 SE	1	145,000	1.783
107	1378	Monticello B	3618	225th P1 SE	1	175,000	2.151
107	1379	Monterey	3620	225th P1 SE	1	145,000	1.783

38,134,000 100.000

901120122C

RECEIVED THIS DAY

Recorded at the Request of
and after Recording Return co

Vincent B. DePillis, Esq.
Tousley Brain
56th Floor, AT&T Gateway Tower
700 Fifth Avenue
Seattle, Washington 98104-5056

90/12/12 #1035 R
RECD F 12.00
REC FEE 2.00
CRSHSL ***14.00
55

COMPLETION AMENDMENT NO. FOUR
FOR
GARDEN VILLAGE II
a Condominium

(Incorporating Technical Correction to Declaration)

This COMPLETION AMENDMENT NO. FOUR (this "Amendment") is made as of this 11TH day of DECEMBER, 1990, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village II, A Condominium, recorded with The Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 9006292010 (the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village II was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 9006292009 in Volume 98 of Condominiums, pages 51 through 79 inclusive. The Survey Map and Plans have been subsequently amended by the following Amendments, under Declarant's authority under Section 4 of the Declaration:

<u>Amend. No.</u>	<u>Recording No.</u>	<u>Volume (Condos.)</u>	<u>Pages (inclusive)</u>
1.	9008280572	100	70 - 77
2.	9011201225	101	50 - 57
3.	<u>9012121034</u>	<u>101</u>	<u>84 - 88</u>

The Survey Map and Plans have been corrected by Affidavit of Correction recorded with the Department of Records under Recording Nos. 9007021232 and 9008280571.

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of

9012121035

construction for each phase. Declarant has previously recorded the following Completion Amendments:

<u>Amendment No.</u>	<u>Recording No.</u>
1.	9006292012
2.	9008280573
3.	9011201226

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 78 and 100 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. The percentages set forth in Exhibit C hereto are calculated on the basis of the completed Phases only and such percentages shall be recalculated in the manner provided in Sections 4.2 and 10.4 of the Declaration as additional Phases are the subject of Completion Amendments, and/or as additional parking stalls are assigned under Section 10.4 of the Declaration.

SECTION 4. TECHNICAL CORRECTION

Unit 2304 in Building 76 and Unit 2332 in Building 100 are described in the Declaration as having fireplaces. These Units have been constructed with flues to receive fireplaces. However the fireplaces have not been installed. This revision to the Declaration is reflected in Exhibit C hereto, and is a correction which the Declarant has the power to make under Section 29.4 of the Declaration.

IN WITNESS WHEREOF, this Amendment is executed as of the
date first written above.

DECLARANT:

**THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington partnership**

**By: SWANSON-DEAN CORPORATION,
a Washington corporation
as General Partner**

By S. C. Olsen
EDWIN A. OLSEN Its Secy V.P.

9012121035

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a registered professional land surveyor and that the Survey Map and Plans recorded under Recording No. 9012121034 in Volume 101 of Condominiums, pages 84 through 88, inclusive, with the Department of Records and Elections of King County, Washington, accurately depict the location and dimensions of the Apartments as built on Parcels 78 and 100 which are legally described on Exhibit A hereto.

W.D. McIntosh
W.D. MCINTOSH, P.L.S. #18737

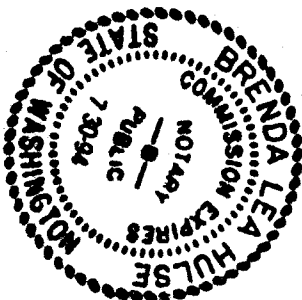
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

W.D. MCINTOSH, being first duly sworn on oath,
deposes and states:

I am a registered professional land surveyor in the State of Washington and the person who has made and executed the foregoing Certificate. I have read the same, know the contents thereof, and believe the same to be true.

W.D. McIntosh
W.D. MCINTOSH, P.L.S. #18737

SUBSCRIBED AND SWORN to before this 11 day of
DECEMBER, 1990.



Brenda Lea Hulse
Notary Public in and for the
State of Washington residing
at CARNATION

My appointment expires 7-30-94

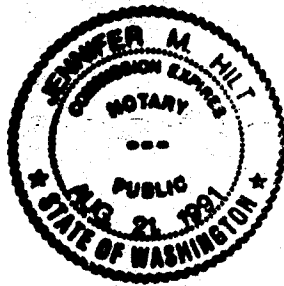
9012121035

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Edwin A. Olsen signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Exec. V.P. of SWANSON-DEAN CORPORATION, General Partner of THE SWANSON-DEAN/DAEWOO PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: 12-11-90.

SUBSCRIBED AND SWORN to before this 11 day of December, 1990.



Jennifer M. Hill
Notary Public in and for the
State of Washington residing
at Bellvue

My appointment expires 8/21/91

9012121035

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL 78

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N 88°28'02" W 1,326.51 FEET
TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N 1°31'47" E 883.25 FEET;
THENCE S 88°28'13" E 200.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 21°55'00" E 88.00 FEET;
THENCE S 68°05'00" E 135.00 FEET;
THENCE S 21°55'00" W 88.00 FEET;
THENCE N 68°05'00" W 135.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 100

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N 88°28'02" W 1,326.51 FEET
TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N 1°31'47" E 993.00 FEET;
THENCE S 88°28'13" E 6.30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 10°30'00" E 88.00 FEET;
THENCE S 79°30'00" E 142.00 FEET;
THENCE S 10°30'00" W 88.00 FEET;
THENCE N 79°30'00" W 142.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

Location, Description, Value and
Percentage Undivided Interest of Apartments

Each Tiffany B type apartment is approximately 1,262 square feet in area and has an entry hall, living room with fireplace, a dining area, a kitchen, a master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and high ceilings. Each Compton B type apartment is approximately 1,290 square feet in area and has an entry hall, a living room with fireplace, dining room, a kitchen with eating nook, a master suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and partial cathedral ceilings. Each Monticello B type apartment is approximately 1,741 square feet in area, including a loft area, and contains an entry hall with a half bath, a living room with fireplace and dining area, a kitchen with eating nook, a master bedroom suite with full bathroom, a loft with full bathroom, a second bedroom/den, an exterior deck or patio, a two car garage and partial cathedral ceilings. Each Versailles type apartment is approximately 1,475 square feet in area and contains an entry hall, living room with fireplace, a dining room, a kitchen with eating nook, a master bedroom suite with bathroom and walk in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Versailles B type apartment is approximately 1,621 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with eating nook, a master bedroom, a third bedroom/den, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Monterey type apartment is approximately 1,440 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two car garage and partial cathedral ceiling.

None of the apartments have substantial views.

Units 2304 and 2332 in Buildings 76 and 100 respectively, have been constructed with flues to receive fireplaces. However the fireplaces have not been installed.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each apartment:

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Bldg.	No.	Type	Address	Level	Value	X
75	1305	Versailles B	3676 224th Pl SE	1	\$165,000	1.7329
75	1306	Versailles B	3674 224th Pl SE	1	165,000	1.7329
76	1307	Tiffany B	3664 224th Pl SE	1	128,500	1.3495
76	1308	Tiffany B	3662 224th Pl SE	1	128,500	1.3495
76	2304	Compton B	3666 224th Pl SE	2	131,000	1.3758
76	2305	Monticello B	3668 224th Pl SE	2	175,000	1.8378
76	2306	Compton B	3670 224th Pl SE	2	131,000	1.3758
77	1309	Tiffany B	3652 224th Pl SE	1	128,500	1.3495
77	1310	Tiffany B	3650 224th Pl SE	1	128,500	1.3495
77	2307	Compton B	3654 224th Pl SE	2	131,000	1.3758
77	2308	Monticello B	3656 224th Pl SE	2	175,000	1.8378
77	2309	Compton B	3658 224th Pl SE	2	131,000	1.3758
78	1311	Tiffany B	3640 224th Pl SE	1	128,500	1.3495
78	1312	Tiffany B	3638 224th Pl SE	1	128,500	1.3495
78	2310	Compton B	3642 224th Pl SE	2	131,000	1.3758
78	2311	Monticello B	3644 224th Pl SE	2	175,000	1.8378
78	2312	Compton B	3646 224th Pl SE	2	131,000	1.3758
79	1313	Tiffany B	3628 224th Pl SE	1	128,500	1.3495
79	1314	Tiffany B	3626 224th Pl SE	1	128,500	1.3495
79	2313	Compton B	3630 224th Pl SE	2	131,000	1.3758
79	2314	Monticello B	3632 224th Pl SE	2	175,000	1.8378
79	2315	Compton B	3634 224th Pl SE	2	131,000	1.3758
80	1315	Versailles B	3620 224th Pl SE	1	165,000	1.7329
80	1316	Versailles B	3622 224th Pl SE	1	165,000	1.7329
81	1317	Monterey	22413 SE 36th Lane	1	145,000	1.5228
81	1318	Monticello B	22415 SE 36th Lane	1	175,000	1.8378
81	1319	Monterey	22417 SE 36th Lane	1	145,000	1.5228
82	1320	Versailles	3617 225th Pl SE	1	153,000	1.6067
82	1321	Versailles	3619 225th Pl SE	1	153,000	1.6067
83	1322	Versailles	3625 225th Pl SE	1	153,000	1.6067
83	1323	Versailles	3623 225th Pl SE	1	153,000	1.6067
84	1324	Monterey	3633 225th Pl SE	1	145,000	1.5228
84	1325	Monticello B	3635 225th Pl SE	1	175,000	1.8378
84	1326	Monterey	3637 225th Pl SE	1	145,000	1.5228
85	1327	Versailles	3641 225th Pl SE	1	153,000	1.6067
85	1328	Versailles	3643 225th Pl SE	1	153,000	1.6067
95	1347	Monterey	3677 224th Pl SE	1	145,000	1.5228
95	1348	Monticello B	3675 224th Pl SE	1	175,000	1.8378
95	1349	Monterey	3673 224th Pl SE	1	145,000	1.5228

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96	1350	Versailles B	3667 224th P1 SE	1	165,000	1.7329
96	1351	Versailles B	3669 224th P1 SE	1	165,000	1.7329
97	1352	Monterey	3663 224th P1 SE	1	145,000	1.5228
97	1353	Monticello B	3661 224th P1 SE	1	175,000	1.8378
97	1354	Monterey	3659 224th P1 SE	1	145,000	1.5228
98	1355	Versailles B	3653 224th P1 SE	1	165,000	1.7329
98	1356	Versailles B	3651 224th P1 SE	1	165,000	1.7329
99	1357	Tiffany B	3639 224th P1 SE	1	128,500	1.3495
99	1358	Tiffany B	3637 224th P1 SE	1	128,500	1.3495
99	2328	Compton B	3643 224th P1 SE	2	131,000	1.3758
99	2329	Monticello B	3645 224th P1 SE	2	175,000	1.8378
99	2330	Compton B	2647 224th P1 SE	2	131,000	1.3758
100	1359	Tiffany B	3625 224th P1 SE	1	128,500	1.3495
100	1360	Tiffany B	3623 224th P1 SE	1	128,500	1.3495
100	2331	Compton B	3629 224th P1 SE	2	131,000	1.3758
100	2332	Monticello B	3631 224th P1 SE	2	175,000	1.8378
100	2333	Compton B	3633 224th P1 SE	2	131,000	1.3758
105	1372	Monterey	3600 225th P1 SE	1	145,000	1.5228
105	1373	Monticello B	3602 225th P1 SE	1	175,000	1.8378
105	1374	Monterey	3604 225th P1 SE	1	145,000	1.5228
106	1375	Versailles B	3610 225th P1 SE	1	165,000	1.7329
106	1376	Versailles B	3608 225th P1 SE	1	165,000	1.7329
107	1377	Monterey	3616 225th P1 SE	1	145,000	1.5228
107	1378	Monticello B	3618 225th P1 SE	1	175,000	1.8378
107	1379	Monterey	3620 225th P1 SE	1	145,000	1.5228

\$9,522,000 100.0000

RECEIVED THIS DAY

Recorded at the Request of
and after Recording Return to

Vincent B. DePillis, Esq.
Tousley Brain
56th Floor, AT&T Gateway Tower
700 Fifth Avenue
Seattle, Washington 98104-5056

FEB 25 10 44 AM '91

91/02/26 #0372 1B
RECD F 13.00
REC FEE 2.00
CASHSL ***15.00

**COMPLETION AMENDMENT NO. FIVE
FOR
GARDEN VILLAGE II
a Condominium**

This COMPLETION AMENDMENT NO. FIVE (this "Amendment") is made as of this 25TH day of FEBRUARY, 1991, by THE SWANSON-DEAN/DAEWOO PARTNERSHIP, a Washington general partnership, in its capacity as "Declarant" under that certain Declaration and Covenants, Conditions, Restriction, Easements and Reservations for Garden Village II, A Condominium, recorded with The Department of Records and Elections of King County, Washington (the "Department of Records") under recording No. 9006292010 (the "Declaration").

A Horizontal Property Regime (the "Condominium") known as Garden Village II was established by the Declaration, and by the Survey Map and Plans recorded with the Department of Records under Recording No. 9006292009 in Volume 98 of Condominiums, pages 51 through 79 inclusive. The Survey Map and Plans have been subsequently amended by the following Amendments, under Declarant's authority under Section 4 of the Declaration:

<u>Amend. No.</u>	<u>Recording No.</u>	<u>Volume (Condos.)</u>	<u>Pages (inclusive)</u>
1.	9008280572	100	70 - 77
2.	9011201225	101	50 - 57
3.	9012121034	101	84 - 88
4.	<u>9102260371</u>	<u>102</u>	<u>64 - 71</u>

The Survey Map and Plans have been corrected by Affidavit of Correction recorded with the Department of Records under Recording Nos. 9007021232 and 9008280571.

Under Article 4 of the Declaration, Declarant is authorized to construct the Condominium in phases and to record Completion Amendments to the Declaration upon completion of

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2/21/91

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construction for each phase. Declarant has previously recorded the following Completion Amendments:

<u>Amendment No.</u>	<u>Recording No.</u>
1.	9006292012
2.	9008280573
3.	9011201226
4.	9012121035

NOW, THEREFORE, Declarant hereby declares as follows:

SECTION 1. DEFINITIONS

Capitalized terms used herein shall have the same meaning as in the Declaration.

SECTION 2. COMPLETION DECLARATION

Declarant hereby declares that construction has been completed on Parcels 101, 102, 103 and 104 which are legally described on Exhibit A hereto.

SECTION 3. PERCENTAGE INTEREST

Attached hereto as Exhibit C is a schedule of values and a percentage of undivided interest in Common Areas and Facilities for each Apartment located on the Parcels subject to the Declaration. Construction of the Condominium is now complete, and no further expansion will be undertaken.

IN WITNESS WHEREOF, this Amendment is executed as of the date first written above.

DECLARANT:

THE SWANSON-DEAN/DAEWOO PARTNERSHIP,
a Washington partnership

By: SWANSON-DEAN CORPORATION,
a Washington corporation
as General Partner

By [Signature]
DANIEL C. GINSE, Its VP/Finance

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William O. McIntosh, P.L.S. #18737

WILLIAM O. McINTOSH, being first duly sworn on oath,
deposes and states:

to be true.

Wm A McIntosh
William A McIntosh P.L.S. #18737

Brenda Lee Hulce
Notary Public in and for the
State of Washington residing
at Coronado

A circular notary seal for Brenda Lea Hulse, a Notary Public in the State of Washington. The seal features her name "BRENDA LEA HULSE" at the top, "COMMISSION EXPIRES" on the right, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "7-30-94" is stamped in the lower-left quadrant. The entire seal is enclosed within a decorative dotted border.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that DANIEL C. GINSEY signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the V.P. FINANCE of SWANSON-DEAN CORPORATION, General Partner of THE SWANSON-DEAN/DAEWOO PARTNERSHIP, to be the free and voluntary act of such corporation and such partnership for the uses and purposes mentioned in the instrument.

Dated: FEB. 25, 1991.

February, 1991. SUBSCRIBED AND SWORN to before this 25th day of

Kevin How
Notary Public in and for the
State of Washington residing
at Reuter

My appointment expires 7-7-1993

9102260372

RECEIVED
2/21/91

EXHIBIT A
LEGAL DESCRIPTIONS OF PARCELS

PARCEL 101

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N 88°28'02" W 1,326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N 01°31'47" E. 1,108.86' FEET;
THENCE S. 88°28'13" E. 8.96' FEET TO THE TRUE POINT OF BEGINNING;
THENCE N. 01°30'00" E. 88.00' FEET
THENCE S. 88°30'00" E. 142.00' FEET
THENCE S. 01°30'00" W. 88.00' FEET
THENCE N. 88°30'00" W. 142.00' FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 102

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N 88°28'02" W 1,326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N 01°31'47" E. 1,225.38' FEET;
THENCE S. 88°28'13" E. 26.45' FEET TO THE TRUE POINT OF BEGINNING;
THENCE N. 01°40'00" E. 88.00' FEET
THENCE S. 88°20'00" E. 142.00' FEET
THENCE S. 01°40'00" W. 88.00' FEET
THENCE N. 88°20'00" W. 142.00' FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 103

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N 88°28'02" W 1,326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N 01°31'47" E. 1,225.02' FEET;
THENCE S. 88°28'13" E. 179.45' FEET TO THE TRUE POINT OF BEGINNING;
THENCE N. 01°40'00" E. 88.00' FEET
THENCE S. 88°20'00" E. 142.00' FEET
THENCE S. 01°40'00" W. 88.00' FEET
THENCE N. 88°20'00" W. 142.00' FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 104

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N 88°28'02" W 1,326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N 01°31'47" E. 1,224.67' FEET;
THENCE S. 88°28'13" E. 325.45' FEET TO THE TRUE POINT OF BEGINNING;
THENCE N. 01°40'00" E. 88.00' FEET
THENCE S. 88°20'00" E. 142.00' FEET
THENCE S. 01°40'00" W. 88.00' FEET
THENCE N. 88°20'00" W. 142.00' FEET TO THE TRUE POINT OF BEGINNING.

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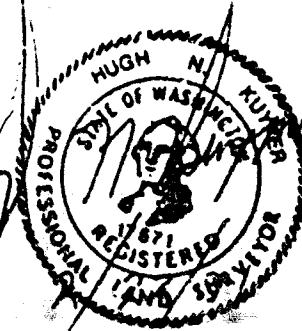


EXHIBIT C

Location, Description, Value and
Percentage Undivided Interest of Apartments

Each Tiffany B type apartment is approximately 1,262 square feet in area and has an entry hall, living room with fireplace, a dining area, a kitchen, a master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and high ceilings. Each Compton B type apartment is approximately 1,290 square feet in area and has an entry hall, a living room with fireplace, dining room, a kitchen with eating nook, a master suite with a bathroom, a second bedroom/den, a second bathroom, an exterior patio, a one car garage and partial cathedral ceilings. Each Monticello B type apartment is approximately 1,741 square feet in area, including a loft area, and contains an entry hall with a half bath, a living room with fireplace and dining area, a kitchen with eating nook, a master bedroom suite with full bathroom, a loft with full bathroom, a second bedroom/den, an exterior deck or patio, a two car garage and partial cathedral ceilings. Each Versailles type apartment is approximately 1,475 square feet in area and contains an entry hall, living room with fireplace, a dining room, a kitchen with eating nook, a master bedroom suite with bathroom and walk in closet, a second bathroom, a second bedroom, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Versailles B type apartment is approximately 1,621 square feet in area and contains an entry hall, a living room with a fireplace, a dining room, a kitchen with eating nook, a master bedroom, a third bedroom/den, an exterior deck or patio, a two car garage, and partial cathedral ceilings. Each Monterey type apartment is approximately 1,440 square feet in area and has an entry hall, a living room with a fireplace, a dining room, a kitchen, a master bedroom suite with a bathroom, a second bedroom, a second bathroom, an exterior deck or patio, a two car garage and partial cathedral ceiling.

None of the apartments have substantial views.

Units 2304 and 2332 in Buildings 76 and 100 respectively, have been constructed with flues to receive fireplaces. However the fireplaces have not been installed.

The following table shows the location, type, floor plan, and percentage of undivided interest in the Common Areas and Facilities with respect to each apartment:

9102260372

Bldg.	No.	Type	Address	Level	Value	%
75	1305	Versailles B	3676 224th P1 SE	1	\$165,000	1.421
75	1306	Versailles B	3674 224th P1 SE	1	165,000	1.421
76	1307	Tiffany B	3664 224th P1 SE	1	128,500	1.107
76	1308	Tiffany B	3662 224th P1 SE	1	128,500	1.107
76	2304	Compton B	3666 224th P1 SE	2	131,000	1.128
75	2305	Monticello B	3668 224th P1 SE	2	175,000	1.508
76	2306	Compton B	3670 224th P1 SE	2	131,000	1.128
77	1309	Tiffany B	3652 224th P1 SE	1	128,500	1.107
77	1310	Tiffany B	3650 224th P1 SE	1	128,500	1.107
77	2307	Compton B	3654 224th P1 SE	2	131,000	1.128
77	2308	Monticello B	3656 224th P1 SE	2	175,000	1.508
77	2309	Compton B	3658 224th P1 SE	2	131,000	1.128
78	1311	Tiffany B	3640 224th P1 SE	1	128,500	1.107
78	1312	Tiffany B	3638 224th P1 SE	1	128,500	1.107
78	2310	Compton B	3642 224th P1 SE	2	131,000	1.128
78	2311	Monticello B	3644 224th P1 SE	2	175,000	1.508
78	2312	Compton B	3646 224th P1 SE	2	131,000	1.128
79	1313	Tiffany B	3628 224th P1 SE	1	128,500	1.107
79	1314	Tiffany B	3626 224th P1 SE	1	128,500	1.107
79	2313	Compton B	3630 224th P1 SE	2	131,000	1.128
79	2314	Monticello B	3632 224th P1 SE	2	175,000	1.508
79	2315	Compton B	3634 224th P1 SE	2	131,000	1.128
80	1315	Versailles B	3620 224th P1 SE	1	165,000	1.421
80	1316	Versailles B	3622 224th P1 SE	1	165,000	1.421
81	1317	Monterey	22413 SE 36th Lane	1	145,000	1.248
81	1318	Monticello B	22415 SE 36th Lane	1	175,000	1.508
81	1319	Monterey	22417 SE 36th Lane	1	145,000	1.248
82	1320	Versailles	3617 225th P1 SE	1	153,000	1.318
82	1321	Versailles	3619 225th P1 SE	1	153,000	1.318
83	1322	Versailles	3625 225th P1 SE	1	153,000	1.318
83	1323	Versailles	3623 225th P1 SE	1	153,000	1.318
84	1324	Monterey	3633 225th P1 SE	1	145,000	1.248
84	1325	Monticello B	3635 225th P1 SE	1	175,000	1.508
84	1326	Monterey	3637 225th P1 SE	1	145,000	1.248
85	1327	Versailles	3641 225th P1 SE	1	153,000	1.318
85	1328	Versailles	3643 225th P1 SE	1	153,000	1.318

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Bldg.	No.	Type	Address	Level	Value	%
95	1347	Monterey	3677 224th Pl SE	1	145,000	1.248
95	1348	Monticello B	3675 224th Pl SE	1	175,000	1.508
95	1349	Monterey	3673 224th Pl SE	1	145,000	1.248
96	1350	Versailles B	3667 224th Pl SE	1	165,000	1.421
96	1351	Versailles B	3669 224th Pl SE	1	165,000	1.421
97	1352	Monterey	3663 224th Pl SE	1	145,000	1.248
97	1353	Monticello B	3661 224th Pl SE	1	175,000	1.508
97	1354	Monterey	3659 224th Pl SE	1	145,000	1.248
98	1355	Versailles B	3653 224th Pl SE	1	165,000	1.421
98	1356	Versailles B	3651 224th Pl SE	1	165,000	1.421
99	1357	Tiffany B	3639 224th Pl SE	1	128,500	1.107
99	1358	Tiffany B	3637 224th Pl SE	1	128,500	1.107
99	2328	Compton B	3643 224th Pl SE	2	131,000	1.128
99	2329	Monticello B	3645 224th Pl SE	2	175,000	1.508
99	2330	Compton B	2647 224th Pl SE	2	131,000	1.128
100	1359	Tiffany B	3625 224th Pl SE	1	128,500	1.107
100	1360	Tiffany B	3623 224th Pl SE	1	128,500	1.107
100	2331	Compton B	3629 224th Pl SE	2	131,000	1.128
100	2332	Monticello B	3631 224th Pl SE	2	175,000	1.508
100	2333	Compton B	3633 224th Pl SE	2	131,000	1.128
101	1361	Tiffany B	3611 224th Pl SE	1	128,500	1.107
101	1362	Tiffany B	3609 224th Pl SE	1	128,500	1.107
101	2334	Compton B	3615 224th Pl SE	2	131,000	1.128
101	2335	Monticello B	3617 224th Pl SE	2	175,000	1.508
101	2336	Compton B	3619 224th Pl SE	2	131,000	1.128
102	1363	Monterey	3601 224th Pl SE	1	145,000	1.248
102	1364	Monticello B	3603 224th Pl SE	1	175,000	1.508
102	1365	Monterey	3605 224th Pl SE	1	145,000	1.248
103	1366	Monterey	22404 SE 36th Ln	1	145,000	1.248
103	1367	Monticello B	22406 SE 36th Ln	1	175,000	1.508
103	1368	Monterey	22408 SE 36th Ln	1	145,000	1.248
104	1369	Monterey	22414 SE 36th Ln	1	145,000	1.248
104	1370	Monticello B	22416 SE 36th Ln	1	175,000	1.508
104	1371	Monterey	22418 SE 36th Ln	1	145,000	1.248
105	1372	Monterey	3600 225th Pl SE	1	145,000	1.248
105	1373	Monticello B	3602 225th Pl SE	1	175,000	1.508
105	1374	Monterey	3604 225th Pl SE	1	145,000	1.248

<u>Bldg.</u>	<u>No.</u>	<u>Type</u>	<u>Address</u>	<u>Level</u>	<u>Value</u>	<u>%</u>
106	1375	Versailles B	3610 225th P1 SE	1	165,000	1.421
106	1376	Versailles B	3608 225th P1 SE	1	165,000	1.421
107	1377	Monterey	3616 225th P1 SE	1	145,000	1.248
107	1378	Monticello B	3618 225th P1 SE	1	175,000	1.508
107	1379	Monterey	3620 225th P1 SE	1	145,000	1.248
					<hr/> 11,611,000	<hr/> 100.000

9102260372

REPRODUCED FROM

C-4

EXHIBIT A
GARDEN VILLAGE
CONDOMINIUM DOCUMENTS

DOCUMENT/RECORDING NO.	SURVEY MAP AND PLANS		
	RECORDING NO.	VOL. OF CONDOS	PAGES (Inclusive)
GARDEN VILLAGE I			
Declaration: 8803281191	8803281198	87	59-8-
Restated Declaration: 8805400000	N/A	N/A	N/A
Amendment No. 1 to Declaration: 8906271244	N/A	N/A	N/A
Completion Amendments:			
Recording No.			
No. 1: 8803281198	8805100304	88	31-33
No. 2: 8811170795	8803170908	89	56-59
No. 3: 8903070038	8803000345	90	52-54
No. 4: 8903100000	8903031050	91	1-4
No. 5: 8903100004	8910220044	92	12-18
* Amendment No. 1 was further amended by affidavit recorded under Recording No. 8811170795			
** Amendment No. 2 was further amended by affidavit recorded under Recording No. 8902070605			
GARDEN VILLAGE II			
Declaration: 9006292009	9006292009	98	51-79
Completion Amendments:			
Recording No.			
No. 1: 9006292012	N/A	N/A	N/A
No. 2: 9006290073	9006290072	100	70-77
No. 3: 9011201228	9011201228	101	50-57
No. 4: 9022121034	9022121034	101	84-88
No. 5: 9102220032	9102220032	102	64-71

9106100970

9106100972

9106100970

9405130156

8902070605

9007021232

off. of plan of Survey

900629005719

9503220651

Recorded at the Request of
and after Recording Return to

Manager/Agent
Providence Point Umbrella Association
4135-A Providence Point Drive SE
Issaquah, WA. 98027

AMENDMENT NUMBER ONE

TO

DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS

FOR

GARDEN VILLAGE,

A CONDOMINIUM

9405130456

940513-0456 09:06:00 AM KING COUNTY RECORDS 003 JD

9.00

9405130456

AMENDMENT NUMBER ONE TO THE GARDEN VILLAGE DECLARATION

The DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR GARDEN VILLAGE, recorded May 19, 1988 are amended as follows:

1. Article 23, Section 23.5 is amended to read as follows:

Section 23.5 Fidelity Bonds. The required fidelity bonds shall afford coverage to protect against dishonest acts of the employees of the Garden Village Association and all other persons who handle or are responsible for handling funds of the Garden Village Association and be in at least an amount equal to the greater of (a) the sum of 150% of one month's aggregate assessments of the Garden Village Association plus the amount of reserve funds of the Garden Village Association or (b) three months' aggregate assessments of the Garden Village Association. All such fidelity bonds shall name the Garden Village Association as an obligee, contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to any and all insureds named therein, including Owners, Mortgagees, and designated services of Mortgagees.

2. Article 29, Section 29.2 (Requirement of Mortgagee Approval) is amended to add the following after the last sentence:

A mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

CERTIFICATE

I certify that I am the President of the Garden Village Association, that 67% or more of the Apartment owners in Garden Village have approved the herein described amendments by a vote on July 15, 1993; that Institutional Holders of 75% or more of First Mortgages of Apartments in the Garden Village Association have provided written approval of the herein described amendments on or before April 26, 1994, and that all conditions set forth in the Declaration pertaining to the amendments have been met.

GARDEN VILLAGE ASSOCIATION

APR 23 1994

Date

Richard Witt
Richard Witt
President

NOTARIZATION

State of Washington)

County of King)

On this 26th day of April, 1994, the said Richard Witt, known to me to be the person who executed the above certificate, personally appeared before me, a Notary Public, within and for the State and County aforesaid, and acknowledged that he freely and voluntarily executed the same.

Witness my hand and official seal.

F. G. Mead, Jr.
F. G. Mead, Jr.
Notary Public in and for the State of Washington,
residing in Edmonds, WA.

My appointment expires February 1, 1997

9405130456

Return Address:

Providence Point HOA
 4135-A Providence Point Drive SE
 Issaquah, WA 98029
 Attn: Cynthia



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Amendment #2 to Declaration and CC+R's for Garden Village I, a Condominium Articles 23 and 24

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 8805190303

Grantor(s) Exactly as name(s) appear on document

1. Garden Village I, a Condominium

2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Garden Village I, a Condominium

2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

269841-0780-00

DEPARTMENT OF ASSESSMENTS

Examined, and approved this _____ day of _____

[Signature]
 Assessor

[Signature]
 Deputy Assessor

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet

assigned # 269841-0780-00

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

 Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Recorded at the Request of
and after Recording Return to

Manager/Agent
Providence Point Umbrella Association
4135-A Provident Point Drive SE
Issaquah, WA 98029

AMENDMENT NUMBER TWO
TO
FIRST AMENDED AND RESTATED
DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS
FOR
GARDEN VILLAGE I
A CONDOMINIUM

AMENDMENT NUMBER TWO TO THE GARDEN VILLAGE I DECLARATION

THE DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR GARDEN VILLAGE I, A CONDOMINIUM,
RECORDED May 19, 1988, are amended as follows:

ARTICLE 23 INSURANCE

Section 23.1 General Requirements. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) worker's compensation insurance to the extent required by applicable laws, (e) directors and officers liability insurance, and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of Federal National Mortgage Association ("FNMA"), Housing and Urban Development (HUD), Federal Home Loan Mortgage Corporation ("FHLMC"), and Veteran's Administration (VA) regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability, and fidelity insurance that meets the insurance requirements for condominium projects established by FNMA, HUD, FHLMC, and VA so long as any of them is a holder of a Mortgage or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least 45 days' prior written notice (10 days for cancellation for nonpayment of premium) to the Association as the first named insured therein and any First Mortgagee of a Unit.

Section 23.2 Property Insurance; Deductible; Owner Responsibility. The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Areas, the Units, the limited Common Areas, the interior partitions, equipment, fixtures, betterments and improvements in or serving the Units installed by the Declarant or by Owners intended as a permanent part of the Unit and personal property of the Association with an "Agreed Amount Endorsement" or its equivalent and, if required by FNMA, HUD, FHLMC, and VA, construction code endorsements, such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA, HUD, FHLMC, and VA deems necessary and are available so long as any of them are a Mortgagee or Owner of a Unit. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, in the discretion of the Board, cover loss due to earthquake, flood, or terrorism. The named insured shall be the Association, as trustee for each of the Owners in the percentage established in Article 9. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with their percentages of undivided interest in the Common Areas and

Facilities appertaining to the Owner's Unit. The policy or policies shall provide that, notwithstanding any provision thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Up to the amount of the standard deductible under the Association's policy (but not the deductible for earthquake, flood or terrorism) or for damages otherwise uninsured, each Owner of a Unit shall be responsible for (a) damage to or loss within the Owner's Unit or equipment for which the Owner is responsible; (b) damage to another Unit or to the Common Areas resulting from the negligence or misconduct of the Owner or tenant of the Owner's Unit; or (c) damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, fire suppressors, sinks, bathtubs, toilets, dishwashers, washers, including any connecting hoses or drains in or serving only the Owner's Unit. Only the Board, in its sole discretion, is authorized to file claims under the Association's policy. Each Owner of a Unit shall promptly advise the Association in writing of any betterment or improvement intended as a permanent part of the Unit costing \$10,000 or more.

Section 23.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant, and the Managing Agent, and cover all of the Common Areas in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Areas, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location, and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

Section 23.4 Insurance Claims; Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Sections 23.2 and 23.3 shall be the Association, as trustee for each of the Owners in accordance with their percentages of undivided interest in the Common Areas and Facilities. All claims made against the Association's insurance policy must be approved and filed by the Board. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 23.8, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

Section 23.5 Additional Policy Provisions. The insurance obtained pursuant to Sections 23.2 and 23.3 shall contain the following provisions and limitations

23.5.1 Each Owner is an insured person under the policy with respect to liability arising out of the Owner's percentage of undivided interest in the Common Areas and Facilities or membership in the Association.

23.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the Property superior to the lien of a First Mortgage.

23.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

23.5.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

23.5.5 Coverage may not be cancelled or substantially modified without at least (45) days prior written notice (10 days for cancellation for nonpayment of premium) to the Association as the first named insured and any First Mortgagee of a Unit.

23.5.6 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

23.5.7 A standard mortgagee clause which shall:

.1 Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein;

.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any Persons acting under their authority.

.3 Waive any provision invalidating such mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

.4 Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

Section 23.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds of or administered by the Association, including the Managing Agent, and any of its officers, employees and agents who handle or who are responsible for handling such funds. All such fidelity insurance shall name the Association as an obligee and shall be not less than \$1,500,000. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar

expression, and provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least (45) days prior written notice to the Association as the first named insured.

Section 23.7 Owners' Individual Insurance. Each Owner of a Unit shall be required to obtain and maintain standard condominium unit owners insurance. The Board may establish, in rules and regulations of the Association, the minimum coverage for Owners' policies, provided that the minimum coverage shall not be less than the amount of the deductible for the Association's policy of property (building) insurance. Proof that such insurance has been obtained shall be delivered to the Association at the closing of the sale of each Unit. The Association shall have the right but not the obligation to monitor the maintenance of such insurance by Owners and shall have the right, but not the obligation, to obtain such insurance for an Owner if the Owner fails to obtain or maintain such insurance and specially assess the cost to the Owner.

Section 23.8 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association pursuant to Article 24 unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or limited Common Areas which will not be rebuilt, and Owners other than the Declarant holding at least 80% of the votes in the Association excluding votes held by the Declarant vote not to rebuild. The cost of repair or replacement in excess of the portion for which an Owner is responsible under Section 23.2, insurance proceeds and available reserves is a Common Expense. The Owner shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (i) the insurance proceeds attributable to the damaged Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and limited Common Areas which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those limited Common Areas were allocated, or to lienholders, as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to their percentage of undivided interest in the Common Areas and Facilities for each Unit. If the Owners vote not to rebuild any Unit, that Unit's proportion of undivided interest in the Common Areas and Facilities Allocated are automatically reallocated upon the vote as if the Unit had been condemned under any state or local health or safety statute or ordinance, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Section 23.8 governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE 24 DAMAGE AND REPAIR OR DAMAGE TO PROPERTY

Section 24.1 Initial Board Determination. In the event of damage to any Common Area or to any portion of a Unit or its limited Common Areas, equipment, or appliances covered by the Association's insurance policy, the Board shall promptly, and in all events within 30 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

24.1.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

24.1.2 A reasonably reliable estimate of the cost to repair the damage which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

24.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

24.1.4 The amount to be paid by an Owner with respect to damage or loss within the Owner's Unit.

24.1.5 The amount of available reserves or other Association funds, although the Board is not required to use any reserves or other Association funds; and

24.1.6 The amount, if any, by which the estimated cost of repair exceeds the amount to be paid by a Owner, expected insurance proceeds and available reserves or other Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities.

Section 24.2 Notice of Damage. The Board shall promptly, and in all events within 30 days after the date of damage, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. The Board shall then provide each Owner with a written notice describing the damage and summarizing the initial Board determinations made under Section 24.1. If the damage affects a material portion of the Condominium, the Board shall also send the notice to each First Mortgagee; and if the damage affects a Unit, the Board shall send the notice to the First Mortgagee of that Unit. If the Board fails to do so within the 30-day period, any Owner or Mortgagee may make the determinations required under Section 24.1 and give the notice required under this Section.

Section 24.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article:

24.3.1 Damage shall mean all kinds of damage, whether of slight degree or total destruction due to an occurrence or an event and shall not include construction defects, deterioration, or wear and tear.

24.3.2 Substantial Damage shall mean that in the judgment of the Board, the estimated Assessment determined under Subsection 24.1.6 for any one Unit exceeds 10% of the full, fair market value of the Unit before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

24.3.3 Repair shall mean restoring the Condominium to substantially the condition they were in before they were damaged, with each Unit and the Common Areas and limited Common Areas having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

24.3.4 Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability due to the condition of the site.

Section 24.4 Execution of Repairs.

24.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided in Article 24; but only the Board may authorize a claim under the Association's insurance policy. If the cost of repair exceeds the amount to be paid by an Owner, anticipated insurance proceeds and available reserves or other Association funds, the Board shall impose Assessments against all Units in proportion to their Common Expense Liabilities in an aggregate amount sufficient to pay the excess costs.

24.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

24.4.3 The Board may enter into a written agreement with a reputable financial institution, trust, or escrow company and that institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or shall collect the insurance proceeds and carry out the provisions of this Article.

Section 24.5 Damage Not Substantial. If the damage as determined under Subsection 24.3.2 is not substantial, the provisions of this Section shall apply.

24.5.1 Either the Board or the requisite number of Owners, within 15 days after the notice required under Section 24.2 has been given, may but shall not be required to call a special Owners' meeting in accordance with the Bylaws to decide whether to repair the damage.

24.5.2 Except for emergency work, no repairs shall be commenced until after the 15-day period and until after the conclusion of the special meeting if such a special meeting is called within the 15 days.

24.5.3 A decision to not repair or rebuild may be made in accordance with Section 23.8.

Section 24.6 Substantial Damage. If the damage determined under Subsection 24.3.2 is substantial, the provisions of this Section shall apply.

24.6.1 The Board shall promptly, and in all events within 30 days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within 30 days, then notwithstanding the provisions of the Bylaws, any Owner or First Mortgagee may call and conduct the meeting.

24.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners' meeting.

24.6.3 At the special meeting, the following consent requirements will apply:

24.6.4 The Owners shall be deemed to have elected to repair the damage to the condition existing prior to the damage unless the Owners of at least 80% of the total voting power of the Condominium other than that held by the Declarant, including every Owner of a Unit which will not be rebuilt and every Owner of a Unit to which a limited Common Area which will not be rebuilt is allocated, have given their written consent not to repair the damage.

24.6.5 The unanimous consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the condition existing prior to the damage.

24.6.6 In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild substantially to the condition existing before the damage will require the approval of First Mortgagees of Units to which at least 51% of the votes in the Association are allocated.

24.6.7 Failure to conduct the special meeting provided for under Subsection 24.6.1 within 90 days after the date of damage shall be deemed a unanimous decision to repair the damage to the condition existing prior to the damage.

Section 24.7 Effect of Decision Not to Repair. In the event of a decision under either Subsection 24.5.3 or 24.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 23.8.

CERTIFICATE

I certify that I am the President of Garden Village I, a Condominium, and that 67% or more of the unit owners in Garden Village have approved the herein described amendment and that all conditions set forth in the Declaration pertaining to its amendment have been met.

Garden Village I, a Condominium

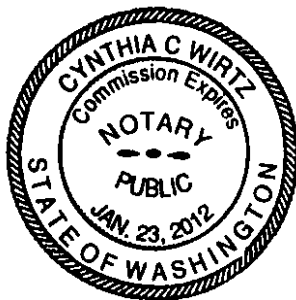
Dated: 12-17-09

By: *Donald Chaney*
Donald Chaney, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 17th day of December, 2009, the said Robert Sansing, known to me to be the person who executed the above certificate, personally appeared before me, a Notary Public, within and for the State and County aforesaid, and acknowledged that he freely and voluntarily executed the same.

Witness my hand and official seal.



Cynthia C. Wirtz
Cynthia C. Wirtz

Notary Public in and for the State of Washington,
residing in North Bend
My appointment expires on Jan 23, 2012

Return Address:

Providence Point HOA
4135-A Providence Point Drive SE
Issaquah, WA 98029
Attn: Cynthia Wirtz



20110915001849

PROVIDENCE POI DCON 134.00
PAGE-001 OF 073
09/15/2011 15:45
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Second Amended and Restated Declaration and CCRs
for Garden Village at Providence Point, a Condominium

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 8910230864

Grantor(s) Exactly as name(s) appear on document

Garden Village at Providence Point, a Condominium

2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

Garden Village at Providence Point, a Condominium

2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Tax# 269841-0780-00

DEPARTMENT OF ASSESSMENTS

Examined and approved this 14TH day of SEPTEMBER 2011

Additional legal is on page _____ of document.

W. J. HARRIS

Assessor

Deputy Assessor

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet

assigned

269841-0780-00

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Recorded at the Request of
and after Recording Return to

Condominium Law Group, PLLC
10310 Aurora Ave N
Seattle, WA 98133

GARDEN VILLAGE

SECOND AMENDED AND RESTATED DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS

FOR

GARDEN VILLAGE AT PROVIDENCE POINT

A CONDOMINIUM

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**SECOND AMENDED AND RESTATED DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR
GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM**

RECITALS

A Condominium Declaration submitting real estate to the Horizontal Property Regimes Act of the State of Washington (Revised Code of Washington, Chapter 64.32) entitled "First Amended and Restated Declaration and Covenants, Conditions, Restrictions and Reservations for Garden Village, A Condominium" was recorded on October 23, 1989 under recording number 8910230864 in King County, Washington, (hereinafter, the "Original Declaration"), together with the Survey Map and Plans recorded on March 28, 1988 under recording number 8803281198 in Volume 87 of Condominiums, Pages 59 through 70, inclusive, in King County, State of Washington.

The Original Declaration has been previously amended by the following instruments recorded under the following recording numbers in King County, Washington: Amendment Number One to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, a Condominium, recorded on May 13, 1994 under recording number 9405130456; Amendment Number Two to First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a Condominium, recorded on January 7, 2010, under recording number 20100107000892.

Pursuant to Section 29.1 of the Original Declaration, the Village Board approved this Amended and Restated Declaration and submitted the same to the Owners for a vote in accordance with Section 2.2.4 of the Bylaws.

The vote process was concluded on May 31, 2011, and Owners holding at least 67% of voting power in the Association approved this Amended and Restated Declaration.

Pursuant to Section 29.2 of the Original Declaration, this Amendment shall not affect the rights expressly conferred upon Mortgagees in the Original Declaration with respect to any unsatisfied Mortgage duly recorded prior to the recording of this Amended and Restated Declaration unless the Mortgagee has consented in writing.

The President and Secretary of the Board of Directors for Garden Village Association of Apartment Owners certify that the procedures of the Original Declaration for amendment to the Declaration have been followed and acknowledge and attest, by their signatures below, the adoption of the following Restated Declaration:

This SECOND AMENDED RESTATED DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM (for the purpose of the Recitals, this "Declaration") is made by GARDEN VILLAGE, a Washington non-profit corporation, as of this 31st day of May, 2011.

INTRODUCTION

This Declaration entirely supersedes and replaces that certain Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, a Condominium recorded under Recording Number 8910230864, in the real property records of King County, Washington (the "original Declaration"). The purpose of amending and restating the Original Declaration is to delete superseded or irrelevant material, in order to make this Declaration a more useful and accessible document. This Declaration has been approved by a vote of the Owners in accordance with the provisions of the Original Declaration. The Village Association does not intend to assume, and shall not be deemed to have assumed, any obligation of Declarant under the Act, or under the original Declaration, by virtue of recording this Amended and Restated Declaration.

Garden Village is a Condominium within the Umbrella Association for Providence Point, a master association incorporated under RCW 64.34.276. This Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, along with the Second Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations of Providence Point Umbrella Association will govern the rights and obligations of Unit Owners within Garden Village.

Providence Point is a single community, made up of seven separate Village Condominiums. It is the community's and this Village's intention to have uniform governance and management administered through the Umbrella Association, and that each Village Condominium Association shall govern the use, maintenance and repair of the buildings within its Condominium. Owners contribute to both their Village Condominium and to the Umbrella Condominium to support the community and pay for services. Providence Point is an age fifty-five (55) or older senior housing community.

NOW, THEREFORE, the Members of the Garden Village Association of Apartment Owners declare as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined. For purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

1.1.1 "Act" shall mean the Horizontal Property Regimes Act presently codified in Chapter 64.32, Revised Code of Washington, as now or hereafter amended, and those portions of the Washington Condominium Act presently codified in Chapter 64.34, Revised Code of Washington, as now or hereafter amended as they specifically apply to all condominiums.

1.1.2 "Articles" shall mean the Articles of Incorporation of the Village Association.

1.1.3 "Assessment" shall mean all sums chargeable by the Village Association against a Unit and its Owner, including, without limitations, regular and special Assessments for Common Expenses, fines and charges imposed by the Village Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney fees, incurred by the Village Association in connection with the collection of delinquent Owner's

account, and all other sums payable by an Owner to the Village Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

1.1.4 "Building" shall mean a free standing structure in which one or more Units are located.

1.1.5 "Capital Improvement" means additions to the existing Condominium structure and Buildings. Capital Improvement shall not include maintenance, repair or replacement of existing structures and Buildings, even if there are changes or replacement of an existing material with different material.

1.1.6 "Common Element(s)" are those portions of the Property not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners. The Common Elements are described in Articles 5 and 6 of this Declaration.

1.1.7 "Communiversity" is an incorporated organization, which provides a continuing education program. It offers classes to Providence Point Owners and to residents of nearby communities. Communiversity has a Board of Directors and Officers who are primarily Providence Point Owners. Funding is provided through the Umbrella Association budget as a flat fee to all Owners, while outside residents pay a fee for attending classes.

1.1.8 "Condominium" shall mean a horizontal Property regime under RCW 64.32, and the land and improvements subject to RCW 64.34. Each Village at Providence Point is a Condominium.

1.1.9 "Declaration" shall mean this Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Garden Village at Providence Point, a Condominium, as it may from time to time be amended.

1.1.10 "Electronic Means" shall mean any manner of electronic communication as provided for in RCW 24.03 and its subsequent revisions.

1.1.11 "Eligible Insurer" or "Eligible Guarantor" shall mean an Insurer or Guarantor of a Mortgage that has provided a written request for notices to the Village Association stating both its name and address and the Unit number or address of the Unit on which it guarantees or insures the Mortgage.

1.1.12 "Eligible Mortgage Holder" shall mean a Lender that has provided a written request for notices to the Village Association, stating both its name and address and the Unit number or address of the Unit on which it holds the Mortgage.

1.1.13 "Entire Property" shall mean the Umbrella Property and Village Properties as outlined in Exhibit B of the Second Amended and Restated Declaration for the Umbrella Association.

1.1.14 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded Mortgage on a Unit that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First

Mortgages on more than one Unit, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.15 "Foreclosure" shall mean a notice and proceeding pursuant to a deed of trust or sale or proceeding on default under any form of security agreement, as well as Foreclosure of a document as a Mortgage.

1.1.16 "Governing Documents" shall mean the Village Declaration, the Village Bylaws, the Articles of Incorporation for the Village Association, the Rules and Regulations of the Village Association, the Umbrella Condominium Declaration, the Umbrella Bylaws, and Rules and Regulations adopted by the Umbrella Association, as these documents may be lawfully amended and/or adopted from time to time.

1.1.17 "Institutional Holder" shall mean a bank or savings and loan association or established Mortgage company, or other entity chartered under federal or state laws, any corporation in the business of owning or servicing real estate Mortgages, or insurance company, or any federal or state agency.

1.1.18 "Managing Agent" shall mean the Person designated by the Village Board under Section 15.4, and may include in-house staff retained by the Umbrella Village Association.

1.1.19 "Material Amendment" shall mean an amendment which would change voting rights; Assessments, liens or subordination of Assessment liens; repair and replacement of Common Elements; or rights to their use; boundaries of Units; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation or withdrawal of Property to or from the Condominium; insurance or fidelity insurance; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision of the Village Association to establish self-management when professional management has been required by a First Mortgagee; restoration or repair of the Condominium after hazard, damage or partial condemnation; and any provision which expressly benefits First Mortgagees.

1.1.20 "Member" shall mean a Unit Owner within the Village Condominium and ownership of a Unit shall be the sole qualification for membership in the Village Association.

1.1.21 "Mortgage" shall mean a recorded Mortgage or deed of trust that creates a lien against a Unit and, except as otherwise herein set forth, shall also mean a real estate contract for the sale of a Unit.

1.1.22 "Mortgagee" shall mean the beneficial Owner, or the designee of the beneficial Owner, of an encumbrance on a Unit created by a Mortgage and, except as otherwise herein set forth, shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit.

1.1.23 "Mortgage Foreclosure" includes a deed of trust sale and a deed given in lieu of a Mortgage Foreclosure or a deed of trust sale, and also includes a real estate contract forfeiture or a deed given in lieu of a real estate contract forfeiture.

1.1.24 "Owner" shall mean the record holder, whether one or more Persons, of either (i) fee title to a Unit or Apartment or (ii) in the case of such a Unit being sold by real estate contract, the vendee's interest therein.

1.1.25 "Person" shall mean an individual, corporation, partnership, Village Association, trustee or beneficiary of a trust, or other legal entity.

1.1.26 "Property" shall mean...

1.1.27 "Related Party" means a person who has been certified in a written document filed by a Unit Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner, the officer or director of any Owner which is a corporation, the member of any Owner which is a limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns a Unit shall be deemed to be the Owner of the Unit for all purposes under the Declaration.

1.1.28 "Resident Unit Owner" shall mean a Unit Owner who resides in his Unit, as opposed to a Unit Owner who leases his Unit to a tenant.

1.1.29 "Survey Map and Plans" shall mean the Survey Map and Plans recorded simultaneously with the original Declaration, and any further amendments, corrections, and additions thereto subsequently recorded. The Survey Map and Plans were filed with the Department of Records and Elections of King County, Washington, under Instrument No. 8803281198, in Volume 87 of Condominiums; pages 59 through 70.

1.1.30 "Umbrella Association" shall mean the Providence Point Umbrella Association, a Washington nonprofit corporation organized pursuant to Chapter 64.34 and Chapter 24.03 of the Revised Code of Washington. The Umbrella Association is a Master Association as provided for in RCW 64.34.276.

1.1.31 "Umbrella Board" shall mean the Board of Directors of the Umbrella Association.

1.1.32 "Umbrella Bylaws" shall mean the Bylaws of the Umbrella Association.

1.1.33 "Umbrella Declaration" shall mean that certain Second Amended and Restated Providence Point Umbrella Declaration and Covenants, Conditions, Restrictions, Easements and Reservations recorded with the Department of Records and Elections of King County, Washington, as now or hereafter amended, supplemented or restated from time to time.

1.1.34 "Umbrella Property" shall mean the land and the Buildings and all improvements and structures now or hereafter located on the land described in Exhibit B of the Second Amended and Restated Umbrella Declaration. The Umbrella Property does not include the Village Properties.

1.1.35 "Unit" shall have the same meaning as "Apartment," as envisioned by RCW 64.32, and "Unit" as in RCW 64.34, and the two terms shall be interchangeable. "Apartment" or "Unit" means a part of the Property intended for independent use and separate

ownership, including one or more rooms or spaces located on one or more floors in a Building. The boundaries of an Apartment are defined in the Village Condominium Declarations.

1.1.36 "Unit Value" shall mean the value of the Unit used for determining the percentage of Interest in the Common Elements and Facilities of the Village Association in which the Unit is located, as shown on Exhibit C of the Village Declaration, for the Unit belonging to that Member. As used herein, "Aggregate Stated Value of All Units" shall mean the sum of all Unit Values for all Units located on the Village Property and subject to the Garden Village Declaration.

1.1.37 "Village" shall mean one of the seven Condominiums within the Providence Point Umbrella Association, and "Village" may be used interchangeably with "Condominium."

1.1.38 "Village Articles" shall mean the Articles of Incorporation of the Village Association.

1.1.39 "Village Association" shall mean the Garden Village Association of Apartment Owners, a Washington non-profit corporation, as further described in Article 12 of this Declaration.

1.1.40 "Village Board" shall mean the Village Board of Directors of the Garden Village Association.

1.1.41 "Village Bylaws" shall mean the Bylaws of the Village Association.

1.1.42 "Village Declaration" shall mean a recorded Declaration of covenants, conditions, restrictions, easements and reservations applicable to an Association of Unit Owners.

1.1.43 "Village Director" shall mean any Person who is a Member of the Board of Directors of a Village Association.

1.1.44 "Village Property" shall mean the land and the Buildings and all improvements and structures now or hereafter located on the land described in Exhibit A to the Village Declaration.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Act. The definitions in this Declaration are not intended to limit or contradict the definitions in the Act. If there is any inconsistency or conflict, the definition in the Act will prevail, unless the Act permits such inconsistency or conflict.

Section 1.4 Inflationary Increase in Dollar Limits. Dollar amounts specified in this Declaration may, in the discretion of the Umbrella Board, be increased proportionately by the increase in the CPI from the base period to adjust for any inflation in the value of the dollar. "CPI" means the Seattle area Consumer Price Index for All Urban Consumer, all items,

prepared by the United States Department of Labor, or if the All Urban Consumer index is discontinued, then the closest successor or supplanting index selected by the Umbrella Board in its discretion. "Base period" shall be the beginning of the calendar year during which this Declaration is recorded.

ARTICLE 2 SUBMISSION OF THE VILLAGE PROPERTY TO THE ACT

The Village Property is and shall be held, used, conveyed, encumbered, leased, occupied, rented, and improved subject to the Act, and the covenants, conditions, restrictions, reservations, and easements stated in this Declaration, all of which are declared and agreed to be in furtherance of the division of the Village Property into Condominium Units and Common Elements and shall be deemed to run with the land and be a burden and benefit to all Persons who hereafter own or acquire an interest in the Village Property or any part thereof, and their grantees, successors, heirs, executors, administrators, and assigns. The Village is a sub-association of the Providence Point Umbrella Association, a master association created under RCW 64.34.276.

ARTICLE 3 DESCRIPTION OF BUILDINGS

Section 3.1 Buildings. Garden Village consists of 35 Buildings containing 115 condominium units. The number of units in each Building ranges from two to five. The Buildings are one and two story wood frame, single family common-wall condominium structures arranged in one, two, and three bedroom configurations. All buildings are sited so there are no stairs to either the lower or upper units. All units are provided with enclosed attached or detached garages.

ARTICLE 4 LOCATION, DESCRIPTION AND BOUNDARIES OF UNITS

Section 4.1 Unit Location and Description. The Units are classified as a number of different basic types, as described on Exhibit B. The as-built configuration and location of each Unit which is completed as of the date of this Declaration are shown in the Survey Map and Plans. Each individual Unit is identified by an assigned number within the Building in which it is located. The floor level of each Unit within a Building, and the Unit type, number of rooms, and approximate area of each Unit are set forth in Exhibit B hereto.

Section 4.2 Unit Boundaries

4.2.1 The perimeter walls, floors, or ceilings are the boundaries of a Unit, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit.

4.2.2 If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

4.2.3 Subject to the provisions of 4.2.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

4.2.4 Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Unit Boundaries, are Limited Common Elements allocated exclusively to that Unit.

ARTICLE 5 DESCRIPTION AND USE OF COMMON ELEMENTS

Section 5.1 Description. "Common Elements" are those portions of the Property not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners. The Common Elements consist of those specified in the Act, as well as the following:

5.1.1 The land described in Exhibit A.

5.1.2 The roofs, foundations, studding, joists, beams, supports, main walls (excluding only non-bearing interior partitions of Units, if any), and all other structural parts of the Buildings, to the interior unfinished surfaces of the Units perimeter walls, floors, and ceilings.

5.1.3 The fixed frames of windows and doors, excluding glass, weather stripping, and hardware.

5.1.4 The pipes, wires, conduits, and other fixtures and equipment for utilities and all tanks, pipes, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use that serve more than one Unit.

5.1.5 The lobbies, entrance ways, decks, stairs and stairways, elevators, hallways, corridors, utility rooms, and other areas or facilities in Buildings that are not within a Unit.

5.1.6 The roadways and driveways within the Property which provide access to the Unit Buildings and to the parking areas.

5.1.7 The grounds, trees, gardens, landscaped areas, outdoor irrigation systems, exterior fixtures including fences and trellises, lawns and walkways which surround and provide access to the Buildings.

5.1.8 The Limited Common Elements described in Article 4 and Article 6.

5.1.9 The parking areas.

Section 5.2 Use. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements reserved for other Units) in common with all other Unit Owners, as well as the Common Elements which are located upon or within the Umbrella Property. The right to use the Common Elements shall extend not only to each Unit Owner, but also to its agents, tenants, Related Parties, invitees, and licensees. However, if an Owner rents his/her Unit to a tenant under Section 10.2 of this Declaration, the Owner's right to use the Common Elements will be transferred exclusively to the tenant for the term of the lease. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations of the Village Association and the Umbrella Association. The Owners shall not by act or omission

seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, and no other Person shall have the right to have them partitioned or divided. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Unit Owners and occupants shall not be deemed a partition or division. A subdivision of a Unit pursuant to Article 27 will not be deemed a violation of this provision.

ARTICLE 6 LIMITED COMMON ELEMENTS

Section 6.1 Description. Some Common Elements, called Limited Common Elements, are reserved for the exclusive use of the Unit to which they are adjacent or assigned. To the extent any of the following items exist in the Condominium at any point in time, they shall be Limited Common Elements:

6.1.1 Decks, patios, doorsteps, walkways, porches, balconies, greenhouses and/or solarium areas adjacent to Units that are accessible only from the Unit, and

6.1.2 Storage lockers located within or adjacent to the Building and garages,

6.1.3 Heat pump exchange unit areas and air conditioning unit areas, if any, located in areas now or hereafter established or approved by the Village Board,

6.1.4 All spaces, interior partitions, other fixtures and improvements within the boundaries of a Unit, and any private elevators serving a particular Unit approved by the Village Board, and

6.1.5 Shutters, screen doors and the glass, weather stripping, and hardware on exterior doors and windows, awnings and planter boxes, and

6.1.6 Any pipe, chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixtures that lies partially within and partially outside the designated boundaries of a Unit.

Conveyance of a Unit includes the exclusive rights to the Limited Common Elements appurtenant to that Unit.

Section 6.2 Allocation to Particular Units. Decks, patios, greenhouses and solarium areas are allocated to the Unit to which and from which they are directly accessible which allocation is shown on the Survey Map and Plans. Storage lockers and garages are identified by number on the Survey Map and Plans. The garages and storage lockers are allocated to particular Units as shown on Exhibit B.

Section 6.3 Reallocation. A Limited Common Element may only be reallocated between Units with the approval of the Village Board and by amendment of the Declaration prepared under the direction of the Board, executed by the President of the Village Association and the Owners of the Units to which the Limited Common Element was and will be allocated. The Village Board shall approve the request of the Owner or Owners under this Section 6.3 within thirty (30) days, unless the proposed reallocation does not comply with the requirements set forth below. Failure of the Village Board to act within thirty (30) days shall constitute

approval of the request to transfer. For purposes of this Section 6.3, "reallocate" shall mean any transfer, whether by deed, lease, license or otherwise.

Section 6.4 Prohibited Transfers. No Owner shall be entitled to reallocate any patio, deck, solarium, green house, or air conditioner or heat pump area to any Unit other than that to which such Limited Common Element is shown as appurtenant in the Survey Map and Plans.

Section 6.5 Boundaries of Limited Common Elements.

6.5.1 For limited common areas that are spaces, like decks, garages and patios, the boundary of the Limited Common Area is defined as the interior finished surfaces of the walls, ceilings, structure, and railings. The waterproof coating on a deck or patio is considered part of the structure, and may not be painted, coated or covered without permission of the Village Board.

6.5.2 For limited common elements that are items like pipes or wires, the entire component is the limited common element. For windows and doors, those parts that are not fixed frames which integrate with the building envelope are the Limited Common elements. These components may not be replaced or removed without permission of the Village Board where they integrate with the Common Elements.

6.5.3 For Limited Common Elements that are items like wires, pipes and flues, the boundary shall be the point at which the component begins to serve only one Unit or as follows:

6.5.3.1 For electrical systems: all wires and fixtures after the meter base or common connection point serving the Building. All fans, electrical panels, and fixtures are either part of the Unit or Limited Common Elements assigned to the Unit.

6.5.3.2 For plumbing systems: all supply pipes and fixtures from the point of the main water shut off inside the Unit that serves the Unit are either part of the Unit or Limited Common Elements assigned to the Unit.

6.5.3.3 For vents and ducts: all ducts and vent covers on exterior are Limited Common Elements.

6.5.3.4 By rule the Village Board may further define boundaries and responsibilities for Limited Common Elements not specifically defined by this Declaration.

Section 6.6 Building Limited Common Elements. Some Limited Common Elements are reserved for the exclusive use of the Building to which they are adjacent or assigned. To the extent any of the following items exist in the Village at any point in time, they shall be Building Limited Common Elements. These may include, but are not limited to, elevators or lobbies that serve only one Building within a Village. Expenses associated with Building Limited Common Elements may be assessed to the Building to which they are adjacent or assigned, proportionate to the percentage of common interest allocated to each Unit within that Building.

ARTICLE 7 ACCESS

The right of ingress and egress to and from each Unit, including over the roadways and walkways of the Umbrella Property as set forth in the Umbrella Declaration, shall be perpetual and appurtenant to each Unit.

ARTICLE 8 PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS

Section 8.1 Formula for Calculation Percentage of Undivided Interest. Each Owner's percentage of undivided interest in the Common Elements was originally calculated based on Unit value or Unit area as a percentage of the Village total. The calculated percentage is shown in Exhibit C to this Declaration. For purposes of Exhibit C attached hereto, each Owner's percentage of undivided interest in the Common Elements and the corresponding Common Expense liability for each Unit is shown.

Section 8.2 Schedule of Areas and Percentages. The area of each Unit and the percentage of undivided interest in the Common Elements pertaining to each Unit and its Owner for all purposes, excluding voting, are set forth in Exhibit C attached hereto.

Section 8.3 Common Expense Allocation. The percentage allocation of Common Expenses shall be in accordance with the percentage of undivided interest as shown on Exhibit C.

ARTICLE 9 PARKING SPACES

Section 9.1 Enclosed Parking Spaces. Fully enclosed parking spaces may be used in such manner as the Unit Owner may determine in his or her discretion, subject to rules adopted by the Village Board or Umbrella Board. All parking spaces are intended for parking of operative vehicles. Parking is subject to the Rules and Regulations established by the Umbrella Board and the Village Board.

Section 9.2 Removal of Vehicles. The Village Board or the Umbrella Board may upon 72 hours written notice require removal of any inoperative vehicle or any unsightly vehicle or any other equipment or item improperly found in an open parking space. A written notice affixed to the vehicle, item or equipment shall be considered notice in addition to and irrespective of any other notice. If the vehicle, item or equipment is not removed within 72 hours after the written notice is affixed to the vehicle or otherwise delivered to the Owner, the Village Board or the Umbrella Board may cause removal at the expense and risk of the Owner thereof.

Section 9.3 Conversion of Parking Spaces. Fully enclosed parking spaces and garages may not be converted to living spaces. Owners who use their enclosed parking spaces or garages in any manner that prevents their parking operable vehicles in the space may not use common or guest parking spaces to park their vehicles.

Section 9.4 Parking Rules. The Village Board or Umbrella Board may adopt rules and regulations related to the use of parking spaces (including common, guest, limited common, enclosed spaces, and garages)

ARTICLE 10 PERMITTED USES; MAINTENANCE OF UNITS

Section 10.1 Residential Use and Age Restriction. The Buildings and Units are intended for and restricted to use as single family residences only, on an ownership basis, and for social, recreational, or other reasonable activities normally incidental to such use, and for the purposes of operating the Village Association and managing the Entire Property or, pursuant to Section 7.9 of the Umbrella Declaration, the Umbrella Association. OCCUPANCY OF ALL UNITS IN THE CONDOMINIUM IS FULLY, COMPLETELY AND UNCONDITIONALLY SUBJECT TO THE AGE RESTRICTION PROVISIONS OF SECTION 7.10 OF THE UMBRELLA DECLARATION. By acceptance of a deed or other conveyance of a Unit, each Owner, for himself or herself, and anyone occupying the Unit, by, under or through him or her, shall thereby be deemed fully, completely and unconditionally to have acknowledged and agreed to abide by said age restriction provisions including the power of the Umbrella Board to waive the age restriction as therein set forth.

Section 10.2 Leases/Rentals.

10.2.1 Other than Related Parties, domestic partners and caregivers, no individual may reside in a Unit without a Unit Rental Agreement. Units occupied only by Related Parties, partners, and caregivers shall not be considered a rental Unit. Related Parties and caregivers are defined in and subject to the rules and regulations of the Village and Umbrella Associations.

10.2.2 Unit Owners will notify the Umbrella Association of their intention to lease their Unit prior to the actual leasing taking place. Leasing a Unit, and allowing renters to move into the Unit without notifying the Umbrella Association beforehand, shall make the lease null and void.

10.2.3 All Unit rental agreements shall be in writing; must identify all residents of the Unit and their ages; and must be administratively processed in compliance with applicable Umbrella as well as Village rules and regulations. No Unit Owner shall be permitted to rent a Unit for a term less than one hundred eighty (180) days. No rental of a Unit may be of less than the entire Unit. No tenant may sublease a Unit or any part of a Unit (e.g., a room). The Owner-Landlord shall deliver a copy of the rental agreement for a Unit to the Village Board before any tenancy commences and the Owner-Landlord shall deliver a certification to the Umbrella Association that the tenant-renter was given a copy of all the rules and regulations of the Village and Umbrella Associations.

10.2.4 All rental agreements must state that all residents are subject, in all respects, to the policies, rules, and regulations of the Village Association and of the Umbrella Association, including the age restriction. Each tenant must provide independent written acknowledgment to the Village Association that the lease is subject to all terms of this Declaration as well as policies, rules and regulations of the Village Association and Umbrella Association. Failure to comply shall constitute a default under the rental agreement, as well as a violation of the rules and regulations. All rental agreements shall grant the Village Board the right and authority to evict a tenant on the Unit Owner's behalf for any default encompassed by the preceding sentence. All rental agreements, regardless of whether or not they contain the foregoing provisions, shall be deemed to contain such provisions and such provisions shall be binding upon the Unit Owner and the tenant by reason of the provisions being stated in this

Declaration. The Village Board shall have no liability to any Owner or resident for any eviction made in good faith.

10.2.5 Owners shall remain personally liable for monthly Assessments and all other Owner obligations, whether or not a Unit is rented.

10.2.6 The maximum percentage of rentals allowed in the Village shall be ten percent (10%). This rental cap shall not apply to an Institutional Holder of a Mortgage that acquires a Unit by Foreclosure.

10.2.7 The Village Board, in its sole discretion, may grant a limited waiver of the rental cap in the case of demonstrated substantial hardship by the Owner. Where, on written application from an Owner, the Village Board determines that a hardship exists whereby that Owner would suffer serious harm by virtue of the limitation on leasing contained in this section, the Village Board may, in its discretion, grant an Owner a waiver. The hardship shall not exceed six (6) months, with the possibility of renewal upon application by the Unit Owner (the "hardship exception"). The total number of rental months under this hardship exception shall not exceed 36 months for any individual Owner. Examples of hardship may include, but are not limited to, financial hardship, hospitalization or placement in assisted living care on a temporary or permanent basis, etc.

10.2.8 An original lease may not be longer than three (3) years. At the end of an original three (3) year lease, another lease for the same party may only be signed up to one (1) year (but not less than one hundred eighty days {180}) at a time.

10.2.9 If an Owner desires to rent a Unit that would exceed the rental cap, the Owner will be placed on a rental waiting list. Subsequent permission to rent will be granted on a first come, first served basis when the number of rented Units falls below the rental cap. If an Owner is granted permission to rent, the Owner shall have ninety (90) days to exercise that right and execute a lease to a tenant. Otherwise, permission to rent will be revoked and granted to the next Owner on the rental waiting list.

10.2.10 Leasing a Unit does not give the right for a Unit Owner to lease the Property indefinitely. When a renter moves out of a Unit, the Unit Owner is subject to the restrictions of Subsection 10.2.6, rental cap. If there is a waiting list for renters in the Village, the Unit Owner, again wishing to rent his/her Unit, will move to the bottom of the waiting list, allowing other Owners to rent their Unit. If there is a waiting list, and the Unit was originally rented under Subsection 10.2.7, waivers for hardship, the Unit Owner must reapply for a waiver for subsequent renters.

10.2.11 Units occupied by Related Parties of the Owner are not subject to the leasing requirements set forth in this Declaration. The Owner of such Unit may designate one of their resident Related Parties as the voting representative for that Unit by providing written notice to the Village Board. The designation will remain effective until revoked by a subsequent written notice to the Village Board from the Owner.

10.2.12 Prior to occupancy of the Unit by a tenant, the Owner of a Unit shall have a criminal background check and credit report done on any individual(s) leasing a Unit by a recognized tenant screening service. The results of the criminal check will be given to the

Umbrella Association. Neither the Village nor Umbrella Association shall approve or disapprove of tenants.

10.2.13 The Village Board shall be authorized to assess a reasonable fee against any Owner and his or her Unit in connection with the moving of any new Occupant into a Unit, and in connection with the moving out of any Occupant from a Unit. The fee shall apply to all Owners and Tenants and shall be paid prior to the move.

Section 10.3 Unit Maintenance and Decoration.

10.3.1 Each Unit Owner shall, at his/her sole expense, keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his/her Unit.

10.3.2 Each Unit Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, plumbing supply lines, plumbing waste lines, gas supply lines, water heaters, fans, heating, ventilation, and air conditioning equipment, electrical fixtures, appliances, conduit and wires, including any private elevator, and pipes which are in his/her Unit or portions thereof that serve his/her Unit and are for the exclusive use of the Unit.

10.3.3 Each Unit Owner shall replace any glass or screens in the windows and exterior doors of the Unit that fail or become cracked or broken with glass of equivalent quality and appearance, and shall repair and replace as necessary any screens, awnings, and planter boxes appurtenant to his or her Unit.

10.3.4 Without limiting the generality of the foregoing, each Unit Owner shall have the right and the duty at his/her sole expense and cost to maintain, repair, paint, paper, panel, plaster, and tile interior surfaces of the ceilings, floors, window frames, perimeter walls of his/her Unit and the bearing and non-bearing walls located within his/her Unit and shall not permit or commit waste of his/her Unit, its appurtenant Limited Common Elements, or the Common Elements.

10.3.5 Each Unit Owner shall have the right to substitute new finished surfaces for the finished surfaces existing on the ceilings, floors and walls, except no Unit Owner shall install any hard flooring (including, without limitation, hard wood, Pergo, laminated flooring, tile, slate, linoleum or other such materials that are of a harder surface than the material being replaced) in, on, or about his/her Unit without the prior written consent of the Village Board and all Unit Owners whose Units are below such hard flooring. The Village Board may adopt rules and regulations related to the method of construction of any installed flooring materials, or the performance requirements of the flooring materials in reducing sound transmission for both airborne and structure borne sound.

10.3.6 This Section 10.3 shall not be construed as permitting an interference with or damage to the structural integrity of the Building or interference with the use and enjoyment of the Common Elements or of the other Units or Limited Common Elements or any of them nor shall it be construed to limit the powers or obligations of the Village Association or the Umbrella Association.

10.3.7 Each Unit Owner shall be responsible for the care, cleanliness and orderliness of Limited Common Elements appurtenant to his/her Unit.

10.3.8 The Village Board may set standards for the care, maintenance, repair and replacement of Limited Common Elements. The Village Board may establish rules and regulations for the method of maintenance, repair and replacement of Limited Common Elements.

10.3.9 The Village Board is responsible for performance of repair and replacement of Limited Common Elements. The Village Board may permit or require a Unit Owner to perform such maintenance by written notice. No Owner shall, however, modify, paint, or otherwise decorate, or in any way alter the interior or the exterior of their respective Limited Common Elements, including exterior lighting fixtures even though they may be controlled from a Unit, without prior written approval of the Village Board.

10.3.10 The cost of care, maintenance, repair, and replacement of Limited Common Elements shall be the responsibility of the Owner of the Unit to which said Limited Common Elements are assigned, except the cost of repair and replacement of decks, patios, and walkways shall be treated as a common expense allocated to all Owners based on their percentage of ownership interest. All maintenance performed in or about a Unit shall be performed to a professional standard, in accordance with specifications and procedures established by the Village Board.

10.3.11 Liability for Damage.

10.3.11.1 Liability for the cost of repair or replacement of damage to Property which is uninsured or is subject to any applicable insurance deductible shall be the responsibility of the individual Unit Owner where: (a) damage is limited solely to damage to the Owner's Unit or the Limited Common Areas assigned to the Unit; (b) the damage is the result of negligence, carelessness, or intentional action on the part of the Owner or their tenant, or the family, employees, agents, visitors, or licensees of that Owner or their tenant; or (c) the damage is caused by something within the control of or for which the Owner or his tenant, family, employees, agents, visitors, or licensees of that Owner or his tenant has the maintenance and/or repair responsibility. In accordance with the preceding sentence, the amount of any Association or individual Unit Owner insurance deductible for an insured loss, or the repair or replacement costs of any uninsured loss, shall be paid by the Owner responsible by act, negligence or carelessness for the damage; or by the Owner responsible for the control or maintenance of the item causing the damage to or destruction of the Property. Any repair or replacements costs of an uninsured loss which exceed the Association insurance deductible will be paid as a common expense as provided in Article 22.

For example, items that Unit Owners are responsible to maintain and repair include, but are not limited to, dishwashers, washing machines, hot water tanks, instant hot water tanks, garbage disposals, toilets (including wax rings) and all hoses, pipes and supply lines within the Unit serving appliances or fixtures. In the event a hot water tank or other item leaks within a Unit and causes damage to either that Unit and/or neighboring Units or Common Areas, the Unit Owner in whose Unit the hot water tank is located bears the responsibility for the cost up to the amount of the Association insurance deductible. If the costs of repair or replacements exceed the amount of the Association insurance deductible, the excess costs will be paid as a common expense as provided in Article 22.

10.3.11.2 In the case of water damage, an individual Unit Owner shall be strictly liable for uninsured damage to another Unit or a Common Area where the source of the water was located inside that Owner's Unit.

10.3.11.3 Nothing set forth in this Section 10.3 shall require the Association to pay any insurance deductible due under a Unit Owner's individual insurance policy or any tenant's or lessee's policy of renter's insurance. The decision whether or not to file a claim under the Association's master insurance policy is in the discretion of the Village Board. The Village Board may require a Unit Owner to file a claim under the Owner's policy if the Owner is responsible for damage and has not otherwise paid for the necessary repairs.

10.3.11.4 Any charge for repair or replacement expenses assessed to a Unit pursuant to this Section 10.3 shall be a lien upon that Unit and shall be collectable in the manner provided in Article 17.

10.3.12 Inspection, Repair and Replacement of High Risk Components. Notwithstanding the provisions of this Declaration, the Village Board may, from time to time, after notice and an opportunity for Owners to comment, determine that certain portions of the Units required to be maintained by the Unit Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Areas if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not of limitation, these portions, objects or appliances might include smoke detectors and water heaters. Those items determined by the Village Board to pose such a particular risk are referred to as "High Risk Components."

10.3.12.1 At the same time that it designates a "High Risk Component" or at a later time the Village Board, after notice and an opportunity for Owners to comment, may require one or more of the following with regard to the High Risk Component:

10.3.12.1.1 That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association.

10.3.12.1.2 That it be maintained, repaired or replaced at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

10.3.12.1.3 That it be maintained, repaired or replaced by the Association and the cost be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments.

10.3.12.1.4 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Village Board.

10.3.12.1.5 That when it is repaired or replaced, the installation includes additional components or installations specified by the Village Board.

10.3.12.1.6 That it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Association.

10.3.12.1.7 If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association.

10.3.12.2 The imposition of requirements by the Village Board under Paragraph 10.3.12.1 shall not relieve a Unit Owner of his or her obligations under Section 10.3 of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance and replacement.

10.3.12.3 If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Village Board under this Section 10.3, the Association may, in addition to any other rights and powers granted to it under the Governing Documents and the Act:

10.3.12.3.1 Enter the Unit in accordance with Article 11, and inspect, repair, maintain or replace the High Risk Component, and in such event the cost thereof shall be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments; and

10.3.12.3.2 Exercise any and all other enforcement remedies available to the Association under the Governing Documents and the Act.

Section 10.4 Exterior Appearance.

10.4.1 In order to preserve a uniform appearance and to maintain the integrity of the Buildings, the Village Board shall require and provide for the painting, staining, and of other decorative finish of the Buildings and the Common Elements or Limited Common Elements, and shall prescribe the type and color or such decorative finishes. The Village Board shall have the authority to prohibit, require or regulate any modification or decoration of the Buildings and any Common Elements or Limited Common Elements.

10.4.2 The power of the Village Board to regulate changes to Common Elements and Limited Common Elements, which are visible to the public also extends to blinds, draperies, awnings, railings, flower boxes and other portions of each Unit which are visible from the exterior of Units.

10.4.3 No exterior antennas may be installed for radio or television on or about any of the Property without written permission from the Village Board.

10.4.4 The Unit Owner shall consult with the Village Board to determine the proper place to install any antennae to prevent damage to any Building, roof, siding, deck flooring, sidewalks, driveways, irrigation system, plants, trees, lawns or any other Limited Common Elements. Particular attention must be paid to installation locations that do not block the views of other Owners or interfere with site lines of driveways, streets, or walkways. The place of installation shall not contribute to a decrease in the value of a Unit or Units. The Village

Board must follow the applicable Federal Communications Commission (FCC) regulations and the Over-the-Air Reception Devices (OTARD) rule.

Section 10.5 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element which will substantially increase the rate of insurance on the Common Element, other Units, or Buildings without the prior written notification to the Village Board. Nothing shall be done or kept in any Unit or in any Common Element which will result in the cancellation of insurance on any Unit or Building or any part of the Common Elements, or which would be in violation of any laws.

Section 10.6 Alteration of Common and Limited Common Elements. Nothing shall be altered or constructed in, on or removed from any Common Element or Limited Common Element or facility except upon the prior written consent of the Village Board. The Village Board may in its discretion elect to allow modifications of Common Elements for the benefit of a particular Unit, such as the installation of covered walkways, provided that the Owner of such Unit is responsible for all costs and expenses incurred in connection with the installation and maintenance of such modification.

Section 10.7 Signs. Display of signs shall be subject to the Umbrella Declaration and the rules and regulations established by the Umbrella Board.

Section 10.8 Pets. Keeping of pets shall be subject to the Umbrella Declaration and the rules and regulations established by the Umbrella Board.

Section 10.9 Offensive Activity. The Umbrella Board shall have the authority to prohibit any noxious or offensive activity or other act which may be or become an annoyance or nuisance to other Owners or tenants. The Village Board may make additional restrictions on offensive activity that meets the needs of that Village. The Village Association has determined that smoking may create an offense, which may be prohibited or regulated by the Village Board or the Umbrella Board to minimize that offense.

Section 10.10 Conveyances; Notices Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Village Association or the Village Board, or anyone acting on their behalf. An Owner intending to sell a Unit shall deliver a written notice to the Village Board, at least two weeks before closing, specifying the Unit being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Village Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested.

Section 10.11 Time Sharing. No Unit shall be used for "time sharing." Time sharing shall mean any form of ownership or contractual arrangement whereby multiple persons or entities each have the right to occupy a Unit for defined periods of time.

ARTICLE 11 ENTRY FOR REPAIRS

Section 11.1 Right of Entry. The Village Association and its agents or employees may enter any Unit when necessary:

11.1.1 In connection with any maintenance, landscaping, or construction for which the Village Association is responsible, or

11.1.2 For making emergency or other necessary repairs or maintenance that the Unit Owner has failed to perform, or

11.1.3 For making repairs necessary to prevent damage to the Common Elements or to another Unit.

Section 11.2 Notice Required Prior to Entry. Except in cases of great emergency that preclude advance notice, the Village Board shall cause the Unit occupant 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 Owners and occupants as practicable. Any damage caused by such entry shall be repaired by the Village Association as a Common Expense unless the repairs or maintenance were necessitated by the acts or default of the Owner or occupant of the Unit entered, in which event the costs of the repairs or maintenance shall be specially Assessed to that Unit.

ARTICLE 12 ASSOCIATION OF UNIT OWNERS

Section 12.1 Form of Village Association. The Owners of Units shall be Members of the existing Village Association. The Village Association is a nonprofit corporation formed under the laws of the state of Washington. The rights and duties of the Members and of the corporation shall continue to be governed by the provisions of the Act and of this Declaration. The Village Board of Directors shall act in all instances on behalf of the Village Association.

Section 12.2 Qualification for Membership. Each fee Owner of a Unit subject to this Declaration shall be a Member of the Village Association and shall be entitled to one Membership for each Unit owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Village Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for Membership in the Village Association.

Section 12.3 Transfer of Membership. The Village Association Membership of each Unit Owner shall be appurtenant to the Unit giving rise to such Membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the Membership in the Village Association to the new Owner.

Section 12.4 Number of Votes. The total number of votes of all Owners shall be equal to the number of Units in the Village Association, and each Unit shall have one (1) vote. If a Person owns more than one Unit, he or she shall have the vote appertaining to each Unit owned.

Section 12.5 Voting Representative. A Unit Owner may, by written notice to the Village Board, designate a voting representative for the Unit. If the designated voting representative is not an Owner, such representative's authority shall be evidenced by written proxy in accordance with the Bylaws. The designation may be revoked at any time by written notice to the Village Board from a Person having an Ownership interest in a Unit, or by actual notice to the Village Board of the death or judicially declared incompetence of any Person with an ownership interest in the Unit, except in cases in which the Person designated is a Mortgagee of the Unit. This power of designation and revocation may be exercised by the guardian of a Unit Owner, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Unit shall be the group composed of all of its Owners. If a Unit is owned by more than one individual and only one of them is at a meeting, the one who is present will represent the Unit vote.

Section 12.6 Joint Owner Disputes. The vote for a Unit must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 12.7 Pledged Votes. A Unit Owner may, but shall not be obligated to, pledge its vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on its Unit for ninety (90) consecutive days or more, such Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that such Owner has pledged his vote to the Mortgagee on all issues arising after such Declaration and during the continuance of the default. If the Village Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 12.8 Annual and Special Meetings of the Village Association. There shall be an Annual Meeting of the Members of the Village Association during the month of January at such reasonable place and time as may be designated by written notice from the Village Board. Special meetings of the Members of the Village Association may be called at any time, by the President of the Village Association, a majority of the members of the Village Board, or by Unit Owners having at least twenty percent (20%) of the votes in the Village Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other Officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by first class mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any Meeting shall state the time and place of the Meeting and the items on the agenda to be voted on by the Members of the Village Association, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved Budget that result in a change in Assessment obligations, and any proposal to remove a Director or Officer. Any First Mortgagee of a Unit may attend or designate a representative to attend the Meetings of the Village Association. The quorum of Unit Owners at any annual or special meeting of the Association shall be the presence, in person or by proxy, of persons holding twenty-five percent (25%) or more of the total votes, as required by the Village Bylaws, unless otherwise expressly provided herein.

Section 12.9 Village Board Meetings; Regular, Special, Emergency, Executive, and Work.

12.9.1 Regular Village Board Meetings. The Village Board shall have a minimum of four (4) Regular meetings a year to do the business of the Village Association. The meetings shall be held on a regular schedule (i.e.; first Tuesday of the month at 10:00 a.m. in a specified location). Schedules may be changed with advance notice to the Members of the Village Association. The Village Members shall be notified of Regular meetings either by mail, Electronic Means, announcements at Regular or Special Meetings, or notification in a publication that goes to all Village Members. All regular meetings of the Village Board shall be open for observation by all Owners of record and their authorized agents. The Annual Meeting may be considered a Regular Meeting of the Board if Board business is conducted for the Village Association. All meetings of the Village Board shall be open for observation by all Unit Owners and their authorized agents, but this right of observation shall not include an entitlement for Unit Owners to participate in Village Board meetings.

12.9.2 Village Board Special Meetings. Special Village Board meetings may be called by the Village President or two (2) Village Directors for a special circumstance. The Village Association Members shall be notified at least five (5) days in advance of the meeting either by mail, Electronic Means, announcements at Regular Meetings or Special Meetings, or notification in a publication that goes to all Village Association Members.

12.9.3 Village Board Emergency Meetings. Village Board Emergency Meetings may be called by the Village President or two (2) Directors under extreme conditions. The Village Association Members need not be notified at the time, but at the next Regular or Special Village Board meeting, the reason for the emergency meeting will be presented and the results of the meeting explained. The emergency meeting may be held in person, or by Electronic Means. If any actions are necessary, motions shall be made in a Regular or Special Meeting.

12.9.4 Village Board Executive Meetings. Village Board Executive Meetings may be called by the Village President or two (2) Directors, and shall be held for personnel issues, Members issues, or legal matters. Actions may be taken in any Executive Session and need not be presented to the general Membership if in the opinion of the Village Board the presentation of the results of the meeting might embarrass someone, cause harm to anyone, or reveal legal issues that should be held in confidence.

12.9.5 Village Board Work Sessions. Work sessions may be called by the President of the Village Association to discuss complicated issues that need clarification and to impart information to the Village Board before actions are taken at a Regular or Special Meeting. No actions may be taken at a Work session. Members of the Village Association may be notified of Village Board Work sessions.

Section 12.10 Audits. The Village Board shall cause the annual audit of the financial statements of the Village Association to be prepared within one hundred eighty (180) days following the end of the preceding fiscal year by a certified public accountant who is not a member of the Village Board or a Unit Owner. The Village Board at any time, or Persons having thirty-five percent (35%) of the votes of the Village Association, may require that an audit of the Village Association and management books be presented at any Special Meeting. A Unit

Owner, at his/her expense, may at any reasonable time conduct an audit of the books of the Village Board and Village Association.

Section 12.11 Books and Records. The Village Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Village Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Village Association shall be available for examination by the Unit Owners, Unit Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time. Parties authorized to examine records may request copies, but must reimburse the Village Association its reasonable expenses in providing those copies.

Section 12.12 Articles of Incorporation and Bylaws. The current Bylaws may be amended by the Village Board by a simple majority or by the affirmative vote of sixty percent (60%) of the votes at any duly called Regular or Special Meeting of the Village Association. However, no Material Amendment of the Articles of Incorporation or Bylaws may be made without the prior written approval of seventy-five (75%) of the Institutional Holders of First Mortgages on Units. Material Amendment shall include only those amendments that would affect the rights or obligations of those Institutional Holders.

ARTICLE 13 NOTICES FOR ALL PURPOSES

Section 13.1 Service of Process. Service of process for the purposes provided in the Act shall be made upon the registered agent of the Village Association as identified by the Washington Secretary of State. The Village Board may at any time designate a different Person for such 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 Village Association.

Section 13.2 Form and Delivery of Notice. All notices given under the provisions of this Declaration, the Bylaws, or the rules and regulations of the Village Association shall be in writing, and may be delivered either personally, by mail, or by Electronic Means. If delivery is made personally or by Electronic Means, it shall be deemed to have been delivered the day sent. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the mail, first class, addressed to the Person entitled to such notice at the most recent address known to the Village Board. Notice to the Owner of any Unit shall be sufficient if mailed or delivered to the Unit if no other mailing address has been given to the Village Board. Notices to the Village Board shall be given to the President or Secretary of the Village Association.

Section 13.3 Notices to Eligible Mortgagees. Any Mortgagee of a Unit may file with the secretary of the Village Board a written request that it be given copies of notices. Until such time thereafter as the Mortgagee withdraws the request and satisfies the Mortgage of record, the Village Board shall send to the requesting Mortgagee a copy of

13.3.1 All notices of meetings of the Village Association;

13.3.2 All other notices sent to the Owner of the Unit covered by the Mortgagee's Mortgage;

13.3.3 Audited financial statements prepared pursuant to Section 12.10;

13.3.4 Notices of any intention of the Village Association to transfer any part of the Common Elements, abandon Condominium status, or terminate Professional Management of the Entire Property;

13.3.5 Prompt notice of any default in a Unit Owner's obligations under any of the documents that create or govern the Condominium, or its rules and regulations, that is not cured within thirty (30) days of the date of default;

13.3.6 Any significant damage to or condemnation of the Entire Property;

13.3.7 Any proposed termination of the Entire Property; and

13.3.8 Any proposed action which requires the consent of a specified portion of the Mortgagees.

Institutional Holders of First Mortgages on Units shall be entitled to notices under Article 22 or Article 23 irrespective of whether they have filed requests for notices. The provisions of this Section 13.3 shall prevail over any inconsistent or contrary provisions in this Declaration or in the Articles of Incorporation or Bylaws.

Section 13.4 Notices to Eligible Insurers or Guarantors. Any Eligible Insurer or Guarantor may file with the Secretary of the Village Board a written request that it be given copies of notices. Until such time thereafter as the Eligible Insurer or Guarantor withdraws the request by further written notice to the Village Board or the Mortgage related thereto is satisfied of record, the Village Board shall send to the requesting Eligible Insurer or Guarantor a copy of all matters listed in clause (13.3.1) through (13.3.8) of Section 13.3.

ARTICLE 14 VILLAGE BOARD OF DIRECTORS

Section 14.1 Village Board of Directors. The Village Association shall be governed by a Board of not less than three (3) Directors. Each Director shall have one vote, which must be cast in person at meetings of the Village Board or by any other method of Board member voting as provided for in RCW 24.03 and subsequent revisions. Only Members in good standing with the Village Association may be elected to the Village Board. Resident Related Parties are eligible to serve as an officer or board member of the Village Board if they are so designated as a voting representative for the Unit. The majority of the Village Board members shall be Owners. Resident Related Parties are eligible to serve as an officer or board member of the Village Board if they are so designated as a voting representative for the Unit.

Section 14.2 Removal of Village Board Members. The Unit Owners, by a two thirds (67%) vote of the voting power in the Village Association present and entitled to vote at any Meeting of the Unit Owners at which a quorum of at least twenty-five percent (25%) is present, may remove any Member of the Village Board with or without cause.

Section 14.3 Vacancies on Village Board. Any Village Board Member who is absent for three (3) consecutive regular Village Board Meetings (except for illness) without a previously communicated excuse, shall be deemed to have resigned from the Village Board. Vacancies in

the Village Board caused by absence as provided above or for any reason other than removal of a Village Board Member by a vote of the Village Association shall be filled by vote of a majority of the remaining Village Board Members, even though they may constitute less than a quorum; and each Person so elected shall be a Village Board Member until a successor is elected at the next Annual Meeting of the Village Association.

ARTICLE 15 AUTHORITY OF THE VILLAGE BOARD

Section 15.1 Adoption of Rules and Regulations. The Village Board is empowered to adopt, amend, and revoke on behalf of the Village Association detailed rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The Umbrella Association is empowered to adopt, amend, and revoke rules and regulations on behalf of the Umbrella Association. The rules and regulations of the Village Association and the Umbrella Association shall be binding upon all Unit Owners and occupants and all other Persons claiming any interest in the Entire Property. The Village Board shall furnish a copy of the then current rules and regulations to all Unit Owners.

Section 15.2 Enforcement of Declaration. The Village Board shall have the power and the duty to enforce the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Village Association for the benefit of the Village Association. This power and duty may be assigned by the Village Board to the Umbrella Association or to the Managing Agent. The failure of any Owner to comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations of the Village Association will give rise to a cause of action in the Village Association (acting through the Village Board) and any aggrieved Unit Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the rules or regulations of the Village Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees.

Section 15.3 Goods and Services. The Village Board shall acquire and pay for as Common Expenses of the Condominium all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium. The Village Board may hire such full-time or part-time employees as it considers necessary.

Section 15.4 Managing Agent. The Village Board may contract with a Managing Agent designated from time to time by the Umbrella Board to assist the Village Board in the management and operation of the Village and the Entire Property.

Section 15.5 Protection of Property. The Village Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Property, settle claims, or otherwise act in what it considers to be the best interests of the Entire Property or the Village Association, including granting easements to utility companies or other third parties, regardless of whether any such easement benefits the Condominium or otherwise. Notwithstanding any of the foregoing, however, the Village Board shall have no authority to acquire and pay for, out of the maintenance fund, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of \$10,000 without first obtaining the affirmative vote of the Owners holding a majority of the votes present or represented at a Meeting called for such purpose, or if

no such Meeting is held, then the written consent of voting Owners having a majority of the votes.

Section 15.6 Owner's Failure to Maintain. If maintenance and repair of any Unit, its appurtenances (including appurtenant Limited Common Elements) and appliances is reasonably necessary in the discretion of the Village Board to protect the Common Elements, or preserve the appearance and value of the Village or the Entire Property, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Village Board to the Owner, then the Village Board may accomplish such repair or maintenance, and the Village Board shall levy a special Assessment against the Unit of such Owner for the cost of such maintenance or repair.

Section 15.7 Borrowing Power of Village Board. In the discharge of its duties and the exercise of its powers as set forth in this Declaration, but subject to the limitations set forth in this Declaration (including Section 15.5), the Village Board may borrow funds on behalf of the Village Association and pledge its future Assessment as collateral for a loan.

Section 15.8 Other Village Board Powers. Unless otherwise limited by this Declaration, or delegated to the Umbrella Association, the Village Board shall have all powers of the Association, including those provided for in RCW 64.34.304 as may be amended. The Village Board may, from common funds of the Village Association, acquire and hold in the name of the Village Association, for the benefit of the Owners, tangible and intangible personal Property and real Property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such Property shall be owned by the Owners in the same proportion as their respective interests in the Common Elements; and such Property shall thereafter be held, sold, leased, rented, Mortgaged or otherwise dealt with for the benefit of the common fund of the Village Association as the Village Board may direct. The Village Board shall not, however, in any case acquire by lease or purchase real or personal Property, except upon a majority vote of the Unit Owners, in the manner specified in Section 15.5. Nothing in this Section 15.8 is intended to otherwise limit the powers of the Village Board otherwise set forth in this Declaration.

Section 15.9 Power of Attorney. Each Owner, by the mere act of becoming an Owner or contract purchaser of a Unit, shall irrevocably appoint the Village Association as its attorney-in-fact, with full power of substitution, to take such action as may be reasonably necessary to promptly perform the duties of the Village Association and Village Board hereunder, including but not limited to the duties to maintain, repair and improve the Property, to deal with the Unit upon damage or destruction, and to secure insurance proceeds otherwise in accordance with this Declaration. The power of attorney so created shall be coupled with an interest and there shall be no necessity of a further writing to accomplish the creation thereof.

Section 15.10 Flat Fees and Charges. The Village Board may, pursuant to Section 6.7 of the Umbrella Declaration, assist the Umbrella Board in the collection, from each Owner, of any flat fee such as the Communiversity Fee (as defined in the Umbrella Declaration) or any other flat fees and charges imposed on Owners. Neither the Village Association nor the Village Board shall be personally liable to pay any Communiversity Fee due to Communiversity Corporation or other flat fee due to the Umbrella Association or any other provider of services in connection with any Unit or the Entire Property. Such fees are an Assessment against individual Units.

Section 15.11 Limitation on Authority of Village Board. The Village Board shall not act on behalf of the Village Association to amend the Declaration in any manner which requires the vote or approval of the Unit Owners pursuant to this Declaration. The Village Board may not terminate the Condominium under the provisions of the Act, or to elect members of the Village Board or determine the qualifications, powers, and duties, or terms of office of members of the Village Board; provided that the Village Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE 16 BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 16.1 Fiscal Year; Preparation of Budget. The Village fiscal year shall be the calendar year. At least sixty (60) days prior to the beginning of each fiscal year, the Village Board shall estimate the charges (including Common Expenses, and any special charges for particular Units) to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. "Common Expenses" includes but is not limited to

16.1.1 Expenses of administration, maintenance, operation, repair or replacement of the Common Elements of the Village Property,

16.1.2 Premiums on all insurance policies required by the Act or this Declaration,

16.1.3 Expenses agreed upon as Common Expenses by the Village Association,

16.1.4 Expenses declared Common Expenses by the provisions of the Act, by the Declaration or by the Village Association's Bylaws or rules as now or hereafter amended; and

16.1.5 All sums lawfully Assessed as Common Expenses against the Unit Owners by the Village Board.

The Umbrella Association may make additional Assessments related to the Entire Property in accordance with the powers delegated to the Umbrella Association. Any Assessments made by the Umbrella Association in its performance of its duties, responsibilities and powers shall be Assessed to the Members of the Umbrella Association in accordance with the Umbrella Declaration.

Without limiting the generality of the foregoing, but in furtherance thereof, the Village Board shall create and maintain from regular monthly Assessments a Reserve Account for maintenance, repair and replacement of those Village Common Elements which can reasonably be expected to require replacement prior to the end of the useful life of the Buildings. The reserve account shall require the signatures of two Village Association Officers to make withdrawals.

16.1.6 The contributions to said reserve account should be calculated so that there are sufficient funds therein to replace each Common Element covered by the fund at the end of the estimated useful life of each Common Element. The minimum funding level for

reserves for a budget adopted by the Village Board should be the amount required to achieve twenty-five percent (25%) Fully Funded. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Village Board may at any time prepare a supplemental budget, which shall be proposed to the Unit owners for ratification as specified in Section 16.2.

Section 16.2 Approval of Budgets. Within thirty (30) days after adoption of any proposed annual or supplemental budget by the Village Board, the Village Board shall provide a summary thereof to all the Unit Owners and shall set a date for a meeting of all the Unit Owners to consider ratification of the annual or supplemental budget, which date shall be not less than thirty (30) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units to which ninety percent (90%) of the votes in the Village Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Village Board of Directors.

Section 16.3 Monthly Assessments.

16.3.1 Basis for Common Assessments. The sums required by the Village Association for Common Expenses as reflected by the Annual Budget and any supplemental budgets approved by the Unit Owners in accordance with Section 16.2 shall be divided into equal installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly installments shall be Assessed to the Units subject to this Declaration and their respective Owners in proportion to the Units' percentages of undivided interest in the Common Elements as set forth on Exhibit C to this Declaration.

16.3.2 Notice of Assessment. The Village Board shall notify each Unit Owner in writing of the amount of the monthly Assessments to be paid for its Unit and shall furnish copies of each budget on which the Assessments are based to all Unit Owners and to all Eligible Mortgagees.

Section 16.4 Payment of Monthly Assessments. Each Owner, by acceptance of a deed to a Unit, whether or not it is so expressed in the deed, is deemed to covenant and agree to pay to the Village Association all Assessments and charges against the Unit pursuant to this Declaration. On or before the first day of each calendar month each Unit Owner shall pay or cause to be paid to the Treasurer of the Village Association the Assessment against their Unit for that month. Any Assessment not paid by the first day of the calendar month for which it is due shall be delinquent and subject to interest charges and collection procedures as provided in Article 17. Any Assessment not paid within thirty (30) days of the date it becomes due, and deemed uncollectible, shall become a Common Expense chargeable to all Unit Owners, including the Foreclosure sale purchaser of any Unit which has failed to pay such Assessment in proportion to the respective percentages of undivided interest in the Common Elements.

Section 16.5 Proceeds Belong to Village Association. All Assessments and other receipts received by the Village Association on behalf of the Unit Owners shall belong to the Village Association.

Section 16.6 Failure to Assess. Any failure by the Village Board or the Village Association to make the Budget and Assessments hereunder before the expiration of any fiscal

year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year, and the monthly Assessment amount established for the preceding year shall continue until a new Assessment is established.

Section 16.7 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Unit, the Village Board will furnish a certificate in recordable form stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Village Board and the Village Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Village Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 16.8 Special Allocation of Assessments. Notwithstanding any other provisions of this Declaration, the Village Board shall specially allocate to the Owners and Units benefited thereby all reserves required for repair, replacement or acquisition of Common Elements which are not common to all Buildings in which Units are located (for example lobbies, elevators, and other unique features of the Building).

ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien: Priority. All unpaid sums Assessed by the Village Association for the share of the Common Expenses chargeable to any Unit and any sums specially Assessed to any Unit under the authority of this Declaration or the Bylaws shall constitute a lien on the Unit and all its appurtenances from the date the Assessment becomes due, until fully paid. The lien for such unpaid Assessments shall be prior to all other liens and encumbrances on a Unit except:

17.1.1 Liens and encumbrances recorded before the recording of the Declaration;

17.1.2 A Mortgage on a Unit recorded before the date on which the Assessment sought to be enforced became delinquent (except to the extent provided in Section 17.2);

17.1.3 Liens for real Property taxes and other governmental Assessments or charges against the Unit. A lien under this Article 17 is not subject to the provisions of RCW 6.13; and

17.1.4 As provided in RCW 64.34.364.

17.1.5 Liens by the Village Association have equal priority with liens by the Umbrella Association against the same Unit.

Section 17.2 Special Priority Rules for Mortgagees. The Assessment lien shall be prior to any Mortgage to the extent of Assessments for Common Expenses based on the Annual Budget provided in Article 16 above, excluding any amounts for Capital Improvements, which became due during the six (6) months immediately preceding the date of the sale under a Foreclosure proceeding; provided, that the priority of the Assessment lien against a Unit encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given

the Village Association a written request for a notice of delinquent Assessments shall be reduced by up to three (3) months if and to the extent that the Assessment lien includes delinquencies which relate to a period which is

17.2.1 After the Mortgagee becomes an Eligible Mortgagee or requests notice of delinquent Assessments, and

17.2.2 Before the Village Association gives the Mortgagee in question written notice of the delinquency.

If the Village Association forecloses its lien non-judicially pursuant to Chapter 61.24 RCW, the Village Association shall not be entitled to the limited lien priority provided by this Section 17.2 vis-à-vis the lien of any Mortgage. Any Mortgagee may pay any unpaid Assessments payable with respect to the Unit on which such Mortgagee has a Mortgage, and upon such payment, the Mortgagee shall have a lien on the Unit for the amount paid of the same rank as its Mortgage.

Section 17.3 Lien May Be Foreclosed. Any Assessment lien may be enforced judicially by the Village Association or its authorized representative in the manner set forth Chapter 61.12 RCW. In addition, any such Assessment lien may be enforced non-judicially in a manner set forth in Chapter 61.24 RCW. Pursuant to Section 64.34.364(9) of the Act, each Unit is hereby granted to First American Title Insurance Company, or another appropriate trustee company as designated by the Village Board, in trust, with power of sale, to secure the obligations of Unit Owners to the Village Association for the payment of all amounts due hereunder, including all Assessments. The Units are not used principally for agricultural or farming purposes. The power of sale provided for above shall be operative in the case of a default in any Unit Owner's obligation to pay off any amounts due under this Declaration to the Village Association, including all Assessments.

Section 17.4 Assessments Are Personal Obligations. In addition to constituting a lien on the Unit and all its appurtenances, all sums Assessed by the Village Association chargeable to any Unit, together with interest, late charges, costs and attorney fees in the event of delinquency, shall be the joint and several personal obligations of the Owner of the Unit when the Assessment is made and its grantees. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.5 Deed in Lieu of Foreclosure. In a voluntary conveyance in lieu of Foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

Section 17.6 Appointment of Receiver. From the time of commencement of an action by the Village Association to foreclose a lien for non-payment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Village Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorney fees, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees,

and charges of the Foreclosure action, and then to payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Village Association of the foregoing right shall not affect the priority of pre-existing liens on the Unit.

Section 17.7 Liability of Purchaser at Foreclosure Sale. Except as provided in Section 17.2 above, any Mortgagee or other purchaser of a Unit who obtains the right of possession of the Unit through Foreclosure shall not be liable for Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior owner of personal liability for Assessments accruing against the Unit prior to the date from such sale.

Section 17.8 Late Charges and Interest on Delinquent Assessments. The Village Board may from time to time establish late charges and a rate of interest to be charged on Assessments that may thereafter become delinquent. In the absence of another established, non-usurious rate, delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum. If a monthly Assessment against a Unit is not paid when due, the Managing Agent or the Village Board may elect to declare all monthly Assessments against the Unit for the remainder of the fiscal year to be immediately due and payable.

Section 17.9 Recovery of Attorney Fees and Costs. In any action to collect delinquent Assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorney fees and all costs and expenses reasonably incurred in connection with prosecuting the action, including any appeal, in addition to taxable costs permitted by law.

Section 17.10 Termination of Utility Service. In addition to and not by way of limitation upon other methods of collecting any Assessments, the Village Board shall have the right (but shall have no obligation), after having given 10 days' notice to any Unit Owner who is delinquent in paying his Assessments, to cut off any or all utility services to the delinquent Owner's Unit until such Assessments are paid.

Section 17.11 Security Deposit. A Unit Owner who has been delinquent in paying the monthly Assessments for three (3) of the five (5) preceding months may be required by the Village Board, from time to time, to make and maintain a security deposit not in excess of three (3) months estimated monthly Assessments, which may be collected and subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten (10) days or more delinquent in paying the monthly or other Assessments.

Section 17.12 Remedies Cumulative. The remedies provided herein are cumulative and the Village Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 17.13 Statement of Delinquencies. Upon written request, the Village Association shall furnish to a Unit Owner or a Mortgagee a statement signed by an Officer or authorized agent of the Village Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after the receipt of

the request and is binding upon the Village Association, the Village Board of Directors, and every Unit Owner, unless and to the extent known by the recipient to be false.

Section 17.14 Joint Collections. The Village Association may delegate its authority to collect Assessments to the Umbrella Association. If the Umbrella Association collects Assessments on behalf of the Village Association, the costs of collection shall be shared equally between the Umbrella Association and the Village Association. However, if the Assessment being collected is a special Assessment, the Assessing entity shall bear all costs of collection.

ARTICLE 18 FAILURE OF VILLAGE BOARD TO INSIST ON STRICT PERFORMANCE – NO WAIVER

The failure of the Village Board in any instance to insist upon the strict compliance with this Declaration, the Bylaws, or the rules and regulations of the Village Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Village Board of payment of any Assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Village Board of any requirement shall be effective unless expressed in writing and signed on behalf of the Village Board.

ARTICLE 19 LIMITATION OF LIABILITY

Section 19.1 Liability for Utility Failure or Other Services. Except to the extent covered by insurance obtained by the Village Board, neither the Village Association nor the Village Board (nor the Managing Agent, nor the Board of Directors) nor the Umbrella Association nor the Umbrella Board (nor its Village Board of Directors nor its Managing Agent) shall be liable for: any failure of any utility or other service to be obtained and paid for by the Village Board, or for injury or damage to Person or Property, including death, caused by or resulting from failure of any fire alarm system, emergency medical notification service system, or the like, or the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.2 No Personal Liability. So long as a Village Board Member, or Village Association committee Member, or Village Association Officer, or the Managing Agent has acted with reasonable and ordinary care, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Village 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 19.2 shall not apply where the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Village Board or the Umbrella Association Board.

Section 19.3 Not an Indemnity. This Article 19 is not intended as an indemnity agreement falling within the scope of RCW 4.24.115. If, however, this Article 19 is judicially

interpreted as an indemnity, then the limitations of liability contained in Sections 19.1 and 19.2 above shall be deemed to limit the liability of the Persons and entities protected by said Sections solely to the extent such liability arises out of the acts of others.

ARTICLE 20 INDEMNIFICATION

Section 20.1 Indemnification. Each Village Board member and Village Association committee Member and Village Association Officer, and the Managing Agent (collectively and individually, "Indemnitee") shall be indemnified by the Village Association against all expenses and liabilities, including attorney fees, reasonably incurred or imposed in connection with any proceeding, dispute, or settlement thereof to which Indemnitee may be a party, or in which Indemnitee may become involved, by reason of any individual Indemnitee's status as Village Association committee Member, Village Association Officer, or Village Board Member, whether or not the individual Indemnitee holds such position at the time such expenses or liabilities are incurred, or by reason of any corporate Indemnitee's connection to this Condominium in any capacity whatsoever. The indemnification set forth in the preceding sentence shall not apply:

20.1.1 To the extent such expenses and liabilities are covered by insurance;

20.1.2 With regard to acts or omissions that involve intentional misconduct by a Village Indemnitee, or a knowing violation of law by an Indemnitee;

20.1.3 With regard to any transaction from which an Indemnitee will personally receive a benefit in money, Property, or services to which the Indemnitee is not entitled;

20.1.4 If Indemnitee is adjudged guilty of willful malfeasance in the performance of Indemnitee's duties; and

20.1.5 Unless the Village Board approves such settlement and reimbursement as being for the best interest of the Village Association.

Section 20.2 Negligence. If such liability and expense arise out of the concurrent negligence of Indemnitee and the Village Association, this indemnity shall still apply, but if specifically required by statute, RCW 4.24.115, then this indemnification shall apply only to the extent Indemnitee's liability arises out of the negligence of Village Association, or out of the negligence of a third party.

ARTICLE 21 INSURANCE

Section 21.1 General Requirements. The Village Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) Property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) worker's compensation insurance to the extent required by applicable laws, (e) Directors and Officers liability insurance, and (f) such other insurance as the Village Board deems advisable. The Village Association may delegate procurement of insurance to the Umbrella Association. The Village Board shall review the adequacy of the Village Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of Federal National Mortgage Association ("FNMA"), Housing and Urban

Development (HUD), Federal Home Loan Mortgage Corporation ("FHLMC"), and Veteran's Administration (VA) regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Village Association shall continuously maintain in effect Property and liability insurance that meets the insurance requirements for Condominium projects established by FNMA, HUD, FHLMC, and VA so long as any of them is a holder of a Mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by such entity. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least forty-five (45) days prior written notice (ten {10 } days for cancellation for nonpayment of premium) to the Village Association as the first named insurance therein and any First Mortgagee of a Unit.

Section 21.2 Property Insurance; Deductible; Owner Responsibility.

21.2.1 The Property insurance shall, at the minimum and subject to such reasonable deductible as the Village Board may determine, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, the Units, the limited Common Elements, the interior partitions, equipment, fixtures, betterments and improvements in or serving the Units installed by the Declarant or by Owners intended as a permanent part of the Unit and personal Property of the Village Association with "Agreed Amount Endorsement" or its equivalent, and, FNMA, HUD, FHLMC, and VA, construction code endorsements, such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA, HUD, FHLMC, and VA deems necessary and are available so long as any of them are a Mortgagee or Owner of a Unit.

21.2.2 The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, in the discretion of the Village Board, cover loss due to earthquake, flood, or terrorism. The named insured shall be the Village Association, as trustee for each of the Owners in the percentages established in Article 8. The Village Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with their percentages of undivided interest in the Common Elements and Facilities appertaining to the Owner's Unit.

21.2.3 The policy or policies shall provide that, notwithstanding any provisions thereof, which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Village Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Village Association may be a party, or any requirement of law.

21.2.4 Certificates of insurance shall be issued to each Owner and Mortgagee upon request.

21.2.5 Up to the amount of the standard deductible under the Village Association's policy (but not the deductible for earthquake, flood or terrorism) or for damages otherwise uninsured, each Owner of a Unit shall be responsible for (a) damage limited solely to damage to the Owner's Unit or the Limited Common Areas assigned to the Unit; (b) damage resulting from negligence, carelessness, or intentional action on the part of the Owner or his/her tenant, or the family, employees, agents, visitors, or licensees of that Owner or his/her tenant; or (c) damage caused by something within the control of or for which the Owner or his/her tenant,

family, employees, agents, visitors, or licensees of that Owner or his/her tenant has the maintenance and/or repair responsibility, which includes damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, fire suppressors, sinks, bathtubs, toilets, dishwashers, and washers, including any connecting hoses or drains in or serving only the Owner's Unit and all other Owner maintenance and/or repair responsibilities as described in Section 10.3. Uninsured damage which exceeds the amount of the standard deductible under the Village Association's policy shall be governed by Article 22 of the Village Declaration. Only the Village Board, in its sole discretion, is authorized to file claims under the Village Association's policy. Each Owner of a Unit shall promptly advise the Village Association in writing of any betterment or improvement intended as a permanent part of the Unit costing \$10,000 or more.

Section 21.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Village Board, the Village Association, the Owners, and the Managing Agent, and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Village Association or of another Owner, and shall cover liability of the insureds for Property damage, bodily injury, and death of Persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential Condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location, and use, the amount as determined by the Village Board of Directors.

Section 21.4 Insurance Claims; Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Sections 21.2 and 21.3 shall be the Village Association, as trustee for each of the Owners in accordance with their percentages of undivided interest in the Common Elements and Facilities. All claims made against the Village Association's insurance policy must be approved and filed by the Village Board or its Managing Agent. The insurance proceeds may be made payable to any trustee with which the Village Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 21.8, the proceeds must be disbursed first for the repair or restoration of the damaged Property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Village Association, or any insurance trustee or successor trustee designated by the Village Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

Section 21.5 Additional Policy Provisions. The insurance obtained pursuant to Sections 21.2 and 21.3 shall contain the following provisions and limitations:

21.5.1 Each Owner is an insured Person under the policy with respect to liability arising out of the Owner's percentage of undivided interest in the Common Elements and Facilities or Membership in the Village Association.

21.5.2 Such policies shall not provide for contribution by or Assessment against Mortgagees or become a lien on the Property superior to the lien of a First Mortgage.

21.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Village Association's policy provides primary insurance.

21.5.4 Coverage shall not be prejudiced by (a) any act, or omission, or neglect of the Owners of Units when such act, omission, or neglect is not within the scope of the Owner's authority on behalf of the Village Association, or (b) failure of the Village Association to comply with any warranty or condition with regard to any portion of the premises over which the Village Association has no control.

21.5.5 Coverage may not be canceled or substantially modified without at least thirty (30) days prior written notice (ten {10} days for cancellation for nonpayment of premium) to the Village Association as the first named insurance and any First Mortgagee of a Unit.

21.5.6 A waiver of subrogation by the insurer as to any and all claims against the Village Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

21.5.7 A standard Mortgagee clause which shall:

21.5.7.1 Provide that any reference to a Mortgagee in the policy shall mean and include all Mortgages of any Unit or Unit lease in their respective order of preference, whether or not named therein;

21.5.7.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Village Board or Owners or any Persons acting under the authority of any of such Persons;

21.5.7.3 Waive any provision invalidating such Mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

21.5.7.4 Provide that, without affecting any protection afforded by such Mortgagee clause, any proceeds payable under such policy shall be payable to the Village Association or the insurance trustee.

Section 21.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of Officers, Directors, Trustees, and employees of the Village Association or the Managing Agent and all other Persons who handle or are responsible for handling funds of or administered by the Village Association. All such fidelity insurance shall name the Village Association as an obligee, and shall be not less than the amount of all reserve accounts for the Entire Property, plus three (3) months of regular Assessments. The policy shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be canceled or substantially modified (including

cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the Village Association as the first named insured.

Section 21.7 Individual Insurance Policy for Owner. Each Owner of a Unit shall be required to obtain and maintain standard Condominium Unit Owners insurance. The minimum coverage for an Owner policy shall not be less than the amount of the deductible for the Umbrella or Village Association's policy of Property (Building) insurance, or any greater amount as may be established by the Village Board. Proof that such insurance has been obtained shall be delivered to the Village Association at the closing of the sale of each Unit. The Village Association shall have the right but not the obligation to monitor the maintenance of such insurance by Owners and shall have the right, but not the obligation, to obtain such insurance for an Owner if the Owner fails to obtain or maintain such insurance and specially Assess the cost to the Owner.

Section 21.8 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Village Association pursuant to Article 22 unless: (a) the Village Association is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) Owners holding at least eighty percent (80%) of the votes in the Village Association, including every Owner of a Unit or limited Common Elements which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of the portion for which an Owner is responsible under Section 21.2, insurance proceeds and available reserves is a Common Expense. The Owner shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Unit(s) are not repaired or replaced:

21.8.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Units/Buildings;

21.8.2 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those limited Common Elements were allocated, or to lienholders, as their interests may appear; and

21.8.3 The remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to their percentage of undivided interest in the Common Elements and Facilities for each Unit.

If the Owners vote not to rebuild any Unit, that Unit's proportion of undivided interest in the Common Elements and Facilities allocated are automatically reallocated upon the vote as if the Unit had been condemned under any state or local health or safety statute or ordinance, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Section 21.8 governs the distribution of insurance proceeds of the Village Association if terminated.

ARTICLE 22 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 22.1 Initial Village Board Determination. In the event of Damage to any Common Elements or to any portion of a Unit or its limited Common Elements, equipment, or appliances covered by the Association's insurance policy, the Village Board shall promptly, and in all events within thirty (30) days after the date of Damage, make the following determinations with respect thereto, employing such advice as the Village Board deems advisable:

22.1.1 The nature and extent of the Damage, together with an inventory of the improvements and Property directly affected thereby.

22.1.2 A reasonably reliable estimate of the cost to repair the Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

22.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

22.1.4 The amount to be paid by any Owner with respect to Damage or loss within the Owner's Unit or as otherwise provided by Section 22.2 of this Declaration.

22.1.5 The amount of available reserves or other Village Association funds, although the Village Board is not required to use any reserves or other Village Association funds; and

22.1.6 The amount, if any, by which the estimated cost of repair exceeds the amount to be paid by any Unit Owner (under Section 22.2 or any other requirement of this Declaration), expected insurance proceeds and available reserves or other Village Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and Assessed against all the Units in proportion to their Common Expense Liabilities.

Section 22.2 Notice of Damage. The Village Board shall promptly, and in all events within thirty (30) days after the date of Damage, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Village Board determines it would not be in the best interest of the Village Association to file a proof of loss. If the Village Board does not proceed with repair to the Damage, the Village Board shall then provide each Unit Owner with a written notice describing the Damage and summarizing the initial Village Board determinations made under Section 22.1. If the Damage affects a material portion of the Village Property, the Village Board shall also send the notice to each Eligible First Mortgagee; and if the Damage affects a Unit, the Village Board shall send the notice to the Eligible First Mortgagee of that Unit. If the Village Board fails to do so within the thirty (30) day period, any Owner or Mortgagee may make the determinations required under Section 22.1 and give the notice required under this Section 22.2.

Section 22.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work.
As used in this Section:

22.3.1 "Damage" shall mean all kinds of damage, whether of slight degree or total destruction resulting from an Occurrence or an Event and shall not include construction defects, deterioration, or wear and tear. "Occurrence" or "Event" shall mean a sudden and unexpected event such as a storm, a tree falling, or a pipe bursting.

22.3.2 "Substantial Damage" shall mean that in the judgment of the Village Board, the estimated Village Assessment determined under Subsection 22.1.6 for any one Unit exceeds 5% of the value of the Unit before the Damage occurred, as determined by the then current Assessment for the purpose of real estate taxation.

22.3.3 "Repair" shall mean restoring the Unit(s) to substantially the condition they were in before they were damaged, with each Unit and the Common Elements and limited Common Elements having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

22.3.4 "Emergency Work" shall mean work that the Village Board deems reasonably necessary to avoid further Damage or substantial diminution in value to the improvements and to protect the Unit Owners from liability due to the condition of the site.

Section 22.4 Execution of Repairs.

22.4.1 The Village Board shall promptly repair the Damage and use the available insurance proceeds therefore as provided in Article 21; but only the Village Board may authorize a claim under the Village Association's insurance policy. If the cost or repair exceeds the amount to be paid by a Unit Owner's anticipated insurance proceeds, and available reserves or other Village Association funds, the Village Board shall impose Assessment(s) against all Units in proportion to their Common Expense Liabilities in an aggregate amount sufficient to pay the excess costs.

22.4.2 The Village Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Village Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Village Board may authorize the insurance carrier to make the repairs if the Village Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

22.4.3 The Village Board may enter into a written agreement with a reputable financial institution, trust or escrow company and that institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in the amount determined by the Village Board, or shall collect the insurance proceeds and carry out the provisions of this Section.

Section 22.5 Damage not Substantial. If the Damage is not Substantial Damage as determined under subsection 22.3.2, provisions of this Section 22.5 shall apply.

22.5.1 Either the Village Board or the requisite number of Unit Owners, within thirty (30) days after the notice required under Section 22.2 has been given, may, but shall not be required, to call a special Owners Meeting in accordance with the Bylaws to decide whether to repair the Damage.

22.5.2 Except for emergency work, no repairs shall be commenced until after the thirty (30) day period and until after the conclusion of the special Meeting if such a meeting is called within the thirty (30) days.

22.5.3 A decision to not repair or rebuild may be made in accordance with Section 22.6. A failure to call a special Owners Meeting shall be considered a unanimous decision to repair the Damage as determined by the Village Board.

Section 22.6 Substantial Damage. If the Damage determined under subsection 22.3.2 is deemed to be Substantial Damage, the provisions of this Section shall apply.

22.6.1 The Village Board shall promptly, and in all events within thirty (30) days after the date of Damage, call a special Owners Meeting to consider repairing the Damage. If the Village Board fails to do so within thirty (30) days, then notwithstanding the provisions of the Bylaws, any Owner or First Mortgagee may call and conduct the Meeting.

22.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners Meeting.

22.6.3 At the Owners special Meeting to determine consent, the following consent requirements will apply:

22.6.3.1 The Owners shall be deemed to have elected to repair the Damage to the condition existing prior to the Damage unless the Owners of at least eighty percent (80%) of the total voting power of the Village Association, including every Owner of a Unit which will not be rebuilt and every Owner of a Unit to which a limited Common Element which will not be rebuilt is allocated, have given their written consent not to repair the Damage.

22.6.3.2 Eighty percent (80%) consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the condition existing prior to the Damage.

22.6.3.3 In addition to the consent by the Owners specified above, any election not to repair the Damage or not to rebuild substantially to the condition existing before the Damage will require the approval of First Mortgagees of Units to which greater than fifty percent (50%) of the votes in the Village Association are allocated.

22.6.3.4 Failure to conduct the Special Meeting provided for under subsection 22.6.1 within ninety (90) days after the date of Damage shall be deemed a unanimous decision to repair the Damage to the condition existing prior to the Damage.

Section 22.7 Effect of Decision Not to Repair. In the event of a decision under either Subsection 22.5.3 or 22.6.3 not to repair the Damage, the Village Board may nevertheless expend so much of the insurance proceeds and common funds as the Village Board deems reasonably necessary for emergency work (which emergency work may include but is not

necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the Property shall thereafter be held and distributed as provided in Section 21.8.

ARTICLE 23 CONDEMNATION

Section 23.1 Consequences of Condemnation: Notices. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority (referred to herein as a "taking"), written notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each First Mortgagee, and the provisions of this Article 23 shall apply.

Section 23.2 Proceeds. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Village Association.

Section 23.3 Complete Taking. If the Entire Property is taken, the Unit Ownership shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to their respective percentages of undivided interest in the Common Elements. Each Owner's share shall be applied first to the payment of all Mortgages and liens on the interest of such Owner in accordance with the existing priorities, and any remaining balance of each share shall be distributed to the Owner.

Section 23.4 Partial Taking. If less than the Entire Property is taken, the Unit Ownership shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award determined in the following manner:

23.4.1 As soon as practicable the Village Board shall, reasonably and in good faith, allocate the Condemnation Award among compensation for Property taken, severance damages, or other proceeds, and shall make the further sub-allocations described below:

23.4.1.1 Compensation for Property Taken. The Village Board shall apportion the compensation for Property taken between amounts allocable to taking of the Common Elements, and amount allocable to Units or portions thereof. Amounts allocated to taking of Common Elements and not affecting any Unit shall be apportioned among Owners in proportion to their respective undivided interests in the Common Elements. The amounts allocated to the taking of or injury to a particular Unit or portion thereof shall be apportioned to the Owner of that Unit.

23.4.1.2 Severance Damages. The total amount allocated to severance damages shall be apportioned among the Units or portions thereof that were not taken in accordance with their respective undivided interest in the Common Elements.

23.4.1.3 Other Proceeds. The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Village Board determines to be equitable in the circumstances.

23.4.2 If an allocation of the Condemnation Award has already been established in negotiation, judicial decree, or otherwise, then in apportioning the Condemnation Award the Village Board shall employ that allocation to the extent it is relevant and applicable.

23.4.3 Distribution of apportioned proceeds shall be made to the Owners and their respective Mortgagees in the manner provided in Section 23.3.

Section 23.5 Reduction of Condominium Upon Partial Taking.

23.5.1 Units Taken Not Subject to Condominium Status. If one or more of the Units or portions thereof and their appurtenant Common Elements are taken in a partial condemnation, and the condemning authority does not agree to hold the Unit(s) and its (their) appurtenant Limited Common Elements so taken subject to the Act, this Declaration and the Village Association's Articles of Incorporation, Bylaws and rules and regulations, then the Units or portions thereof and their appurtenant Limited Common Elements and Common Elements so taken shall thereafter be totally excluded from the Act, the Declaration and the Village Association's Articles of Incorporation, Bylaws and rules and regulations, and only those Units or portions thereof and their appurtenant Limited Common Elements and the Common Elements that were not taken by the condemning authority shall then constitute the Condominium. Any Limited Common Elements which were appurtenant to a Unit which are not also taken shall become Common Elements of the Condominium.

23.5.2 Adjustment of Percentage of Undivided Interest. The remaining Units' percentages of undivided interest in the Common Elements shall be recalculated on the basis of areas stated for them in Exhibit C.

23.5.3 Correction of Public Records. The Village Board, as soon as practicable, shall record in the records of King County, Washington, such corrections to the Declaration and the Survey Map and Plans as are necessary accurately to state the revised percentages of the undivided interest in the Common Elements and the revised legal description and survey of the Property resulting from such partial taking.

Section 23.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 22 above for repair of damage, provided that the Village Board may retain and apply such portion of each Owner's share of the Condemnation Award as is necessary to discharge the Owner's liability for any Special Assessment arising from the operation of Article 22.

ARTICLE 24 EASEMENTS AND RECIPROCAL RIGHTS

Section 24.1 In General. Each Unit has an easement in and through each other Unit and the Common Elements and the Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each Unit is granted an easement to which each other Unit and all the Common Elements and the Limited Common Elements are specifically subject for the location and maintenance of electrical wiring and plumbing and any other systems, equipment and facilities benefiting such Unit, including heat pump. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements and Facilities reserved by law.

Section 24.2 Encroachments. Each Unit and all Common Elements are hereby declared to have an easement over all adjoining Units and Common Elements for a purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, settlement, shifting, or movement of any portion of the Condominium, repairs, or any other similar cause, and any encroachment due to Building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units, areas, and facilities so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section 24.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

Section 24.3 Non-Exclusive Easements. Subject only to specific limiting provisions (24.1) of this Village Declaration, Bylaws, and Rules and Regulations or (24.2) in the case of an Umbrella and Village Property subject to the Condominium Act, set forth in or arising out of a Condominium Declaration or the Condominium Act and having to do with the restricted use of particular limited Common Elements (as defined in the applicable Condominium Declaration), the Village Association hereby grants, reserves and declares for the benefit of the present and future Owners, of all or any part of the Village Property, and Umbrella Property, and each of their grantees, tenants, successors, heirs, executors, administrators; and assigns, the following non-exclusive easements:

24.3.1 An easement to install on the surface, and to have access to, and to tie into using underground lines, a heat pump exchange unit or air conditioning unit and related equipment and housing located in an area reasonably approved by the Umbrella Board; such easement to be enjoyed by the Unit Owner or Unit Owners during such times as each such Owner wishes to have its Unit benefited by a heat pump exchange unit; and

24.3.2 An easement from the Village Property onto any Umbrella Property and from any Umbrella Property onto the Village Property for purposes of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, settlement, shifting, or movement of improvements, repairs, or any other similar cause, and any encroachment due to Building overhang projection, together with an easement for the maintenance of the encroaching improvements, areas and facilities so long as the encroachments shall exist, and the rights and obligations of Owners, the Village Association or Umbrella Association shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created if the encroachment was caused by the willful act with full knowledge of the encroaching Owner.

Section 24.4 Survival. All easements set forth in or arising out of this Article 24 shall be perpetual, shall run with the land, and shall bind each and every Owner thereof for the benefit of every other Owner or Person intended to be benefited thereby, and shall survive any termination, whether voluntary or involuntary, of this Declaration.

ARTICLE 25 ROLE OF, AND INTEGRATION OF ENTIRE PROPERTY THROUGH UMBRELLA ASSOCIATION

Section 25.1 Role of Umbrella Association. The Umbrella Property contains facilities (such as roads, recreational facilities, maintenance facilities, security guard kiosk, and greenbelt), that are necessary or convenient for the economical and pleasurable enjoyment of the Entire Property. To permit the continued availability of those facilities to the Owners and occupants of this Village, the Umbrella Association is authorized by the Umbrella Declaration and by its Articles of Incorporation and Bylaws to operate, preserve, maintain, repair, replace and manage the Umbrella Property and any and all facilities and Improvements thereon on behalf of and for the common benefit of the Owners and occupants of the Entire Property. This Declaration is and shall forever remain subject and subordinate to the Umbrella Declaration and the Articles of Incorporation and Bylaws of the Umbrella Association, as they or either of them may hereafter be amended from time to time, all of which shall be binding upon and inure to the benefit of this Entire Property and all Owners.

Section 25.2 Submission to Umbrella Association. The Village Association, each Owner, and all Persons who now own or hereafter acquire an interest in or occupy any of the Property, including any Unit, by accepting a deed, lease or other conveyance, or entering into occupancy, hereby fully, completely and unconditionally submit themselves to, and agree to be bound by, each and every term, covenant, condition, restriction, easement and reservation of the Umbrella Declaration, the Articles of Incorporation and Bylaws, of the Umbrella Association and all rules and regulations duly adopted by the Umbrella Association or the Umbrella Board, as they or any of them are now or hereafter exist, including, but not limited to, the power of the Umbrella Association to levy and enforce the collection of Assessments against its Members and Owners.

Section 25.3 Delegation to Umbrella Association of Specified Authority. The delegation of authority to the Umbrella Association, or pursuant to Section 15.4 (Managing Agent), shall include all powers and duties of the Village Association and the Village Board which are incidental to, or necessary or convenient with regard to, the powers so delegated. The Umbrella Association or the Umbrella Board alone, and not this Village Association or the Village Board of this Village Association, shall exercise such powers or undertake such duties except insofar as the Umbrella Board or the Umbrella Association from time to time declines to exercise the powers and rights delegated to either of them by this Declaration. The following powers are delegated to the Umbrella Board:

25.3.1 Adopt and amend rules and regulations related to the use of the Property, Common Elements and limited Common Elements outside of the Buildings;

25.3.2 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors for maintenance of the Village Property other than the Buildings;

25.3.3 Make contracts and incur liabilities, except that the Village shall retain authority regarding Building maintenance, repair and restoration;

25.3.4 Regulate the use, maintenance, repair, replacement, and modification of Common Elements, except that the Village shall retain such authority regarding the Buildings;

25.3.5 Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

25.3.6 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than limited Common Elements described in RCW 64.34.204 (2) and (4), and for services provided to Unit Owners, except that the Village shall also have this same powers related to the Buildings;

25.3.7 Impose and collect charges for late payment of Assessments pursuant to RCW 64.34.364(13) and, after notice and an opportunity to be heard by the Board of Directors or by such representative designated by the Board of Directors and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board of Directors, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board of Directors and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association, except that the Village shall also have this power as relates to the Buildings and Common Elements within the Village Condominium;

25.3.8 Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425, and statements of unpaid Assessments, except that the Village will also have this right if separate resale certificates are required;

25.3.9 Exercise any other powers necessary and proper for the governance and operation of the Providence Point community as a whole.

Section 25.4 Right to Delegate Other Powers of the Village Association to Umbrella Association. The Village Association or the Village Board shall have the full and complete power and authority to delegate to the Umbrella Association and the Umbrella Board any other portion of the powers and duties of the Village Association or the Village Board not delegated above, by written agreement that is mutually acceptable to the Village Board and the Umbrella Association. Any such delegation shall automatically include all powers and duties of the Village Association and the Village Board which are incidental to, or necessary or convenient with regard to, the powers so delegated. All provisions of this Declaration for the protection of the Village Association, the Village Board or the Members of the Village Association shall be extended to and shall apply to the Umbrella Association, the Umbrella Board, its Members and agents with regard to their actions taken pursuant to any delegation of powers and duties (including the delegation referenced in Section 25.3). To the extent responsibilities respecting Common Elements are delegated to the Umbrella Association or the Umbrella Board, its or their rules and regulations regarding such Common Elements shall be controlling, provided that copies of such rules and regulations and amendments thereto are furnished to Unit Owners.

ARTICLE 26 PROCEDURES FOR SUBDIVIDING OR COMBINING

Section 26.1 Submission of Proposal. No Unit, Units, or Common Elements shall be subdivided or combined, either by agreement or legal proceedings, except as provided in this Article 26. Any Unit Owner may propose subdividing or combining of any Unit or Units, or Common Elements, by submitting the proposal in writing to all other Unit Owners and the Mortgagees of the Units to be subdivided or combined. If the proposal contemplates the subdivision of any Unit, the proposal must also be given to every First Mortgagee of any Unit in

the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Survey Map and Plans.

Section 26.2 Approval Required for Subdivision. A proposal that contemplates subdivision of any Unit, its appurtenant Limited Common Elements, or other Common Elements, will be accepted only if approved in writing by all Owners and Mortgagees of the Unit or Units to be subdivided (if subdivision of a Unit is contemplated), the Owners of eighty percent (80%) of the undivided interest in the Common Elements held by Owners and every First Mortgagee.

Section 26.3 Approval Required for Combination. A proposal that contemplates only combination of Units without subdividing any of them will be accepted if approved in writing by the Owners of sixty percent (60%) of all owners and all of the Owners and Mortgagees of the Units to be combined. A combined unit shall have the percentage ownership of the Common Elements and the percentage of common expenses liability of the units combined.

Section 26.4 Procedure After Approval. Upon approval of the proposal, the Owner making it may proceed according to the proposed plans and specifications; provided that the Village Board may in its discretion require that the Village Board administer the work or that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion for the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed on record as amendments thereto. The Unit Owner who has proposed the subdivision or combination of a Unit shall be responsible for any costs associated with the subdivision or combination, including but not limited to costs of conducting a vote of the Unit Owners and costs of recording an amendment to this Declaration.

ARTICLE 27 AMENDMENTS OF DECLARATION, SURVEY MAP AND PLANS

Section 27.1 Submission to a Vote by the Association. Any Unit Owner may propose amendments to this Declaration, the Survey Map, or the Plans (collectively, for the purposes of this Article 27, the "Declaration") to the Village Board. A majority of the Members of the Village Board may cause a proposed amendment to be submitted to the Members of the Village Association for their consideration. If an amendment is proposed by Owners of twenty percent (20%) or more of the Units in the Condominium, then, irrespective of whether the Village Board concurs in the proposed amendment, it shall be submitted to the Members of the Village Association for their consideration at their next Regular or Special Meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a Meeting of the Village Association or by written consent of the requisite number of Persons entitled to vote; after notice has been given to all Persons (including Mortgagees) entitled to receive notice of a meeting of the Village Association.

Amendments that combine units, reallocate limited Common Elements between units, or are made for the correction of typographical errors may be made with the approval of the Board and any affected unit.

Section 27.2 Amendments Which Require the Consent of Ninety Percent (90%) of the Unit Owners and of the Owner of the Unit Particularly Affected. No amendment may increase the number of Units, change the boundaries of any Unit, the percentage of undivided interest in

the Common Elements, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected, and the Owners of ninety percent (90%) of the Units.

Section 27.3 Consent for Amendments Not Otherwise Provided For. Any amendment of the Declaration for which no other level of voting or other approval is provided for by the Declaration or the Act shall require the approval of sixty-seven percent (67%) of the Unit Owners.

Section 27.4 Execution and Recording of Amendments. Amendments to the Declaration shall be prepared, executed, recorded, and if necessary certified, on behalf of the Village Association by an Officer of the Village Association designated for that purpose or in the absence of designation, by the President of the Village Association.

Section 27.5 Requirement of Mortgagee Approval. In addition to other provisions of this Declaration and of the Act, the prior written approval of seventy-five percent (75%) of the Institutional Holders of First Mortgages on Units (determined on the basis of the number of Mortgages held) will be required for any Material Amendment of this Declaration, the Articles of Incorporation, or the Bylaws including, but not limited to, any amendment falling under Section 27.2 above. A Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or register mail, return receipt requested.

ARTICLE 28 ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS

Except in cases of substantial damage to the Property as provided in Article 22, the Condominium status of the Property shall not be abandoned or terminated by reason of any act or omission by the Owners or the Village Association except with the consent of eighty percent (80%) of the Unit Owners, and sixty-seven percent (67%) of all First Mortgagees (counted on the basis of the number of Units on which First Mortgages are held) and in accordance with the procedures specified in the Act.

ARTICLE 29 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 or, as covenants, affect the common plan.

ARTICLE 30 PARLIAMENTARY PROCEDURES

The Village Association and Village Board shall be governed by the parliamentary procedures prescribed in Robert's Rules of Order, latest edition.

ARTICLE 31 DISPUTE RESOLUTION

Section 31.1 Policy. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. Any parties who believe they have a dispute involving the Village Association,

any Village Board member or Officer, a Unit Owner, or an agent or employee of the above, shall first seek resolution of the dispute by submitting, in writing, a statement of the dispute to the party they believe is responsible. This written demand for resolution shall include a description of the action taken in violation of the Governing Documents, the damage that resulted, and a proposed solution that would resolve the issue. The party who receives this settlement demand shall respond within fourteen (14) days to the Complainant directly, in writing, and shall either agree to the proposed resolution or propose an alternate means of resolution. If a resolution cannot be agreed upon, or if no response is received within fourteen (14) days of the initial demand for resolution, the dispute shall proceed to binding arbitration, which may be supplemented by additional negotiation or mediation, as described in this Section 31. The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

Section 31.2 Arbitration. If a dispute arises, which cannot be resolved without taking formal action, the parties agree to resolve all disputes by the Arbitration process outlined in this Article 31, provided that during this process the parties agree to pursue a settlement in good faith. Any claim between or among any party subject to this Declaration (including without limitation, the Village Association, any Village Board members or officers, Unit Owners, and their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located. The aggrieved party shall submit a written demand for arbitration. Unless otherwise agreed upon by all parties, the parties agree that the Arbitrator shall be selected from the Washington Arbitration and Mediation Services panelists. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding hereunder.

Section 31.3 Mediation. At the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date or other scheduled deadlines). The appointed arbitrator shall serve as the mediator during this process, unless the parties agree on a selection of an alternate mediator. The arbitrator shall have the authority to appoint a third party to serve as mediator if he/she determines it is not feasible to serve as both mediator and arbitrator. The arbitrator shall also have the authority to decide any disputes that arise out of mediation, including but not limited to, allocation of the costs and fees associated with mediation.

Section 31.4 Hearing – Law – Appeal Limited. The arbitrator shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator's written decision shall be made not later than fourteen (14) calendar days after the hearing. The arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing. These time limits are intended to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable substantive law. The arbitrator may award injunctive relief or any other remedy available from a judge, including without limitation, attorney fees and costs to the prevailing party, joinder of parties or consolidation of this arbitration with any other involving common issues or law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages.

Section 31.5 Enforceability of Arbitration. The court shall not have jurisdiction in any dispute except to enforce the Dispute Resolution provisions of this Section of the Declaration. Where the Declaration is silent, the provisions of the Uniform Arbitration Act as adopted in Washington (RCW 7.04A *et seq.*) shall apply, as determined by the arbitrator. The Declaration shall control over any inconsistencies. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof.

ARTICLE 32 FINES, FEES, ATTORNEY FEES, AND COSTS.

After notice and an opportunity to be heard by the Village Board or by such representative designated by the Village Board, and in accordance with such procedures as provided in the rules and regulations adopted by the Village Board of Directors, the Association may levy reasonable fines in accordance with a previously established schedule thereof adopted by the Village Board of Directors and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association. The Association shall be entitled to recover attorney fees and other expenses and costs incurred for the benefit of a particular Owner or Owners; due to the misconduct of a particular Owner, its guests, tenants, or pets; to record a document reflecting changes in assignment of Limited Common Elements, or for any other reason determined by the Village or Umbrella Board to justify a particular expense be Assessed against a particular Owner or Owners.

ARTICLE 33 EFFECTIVE DATE

This Village Declaration shall take effect upon recording in the records of the Department of Records and Elections of King County, Washington.

ARTICLE 34 DECLARATION – EFFECT AS COVENANTS OR SERVITUDES

The covenants of this Declaration and the Survey Map and Plans, and all amendments thereto now or hereafter made, shall be operative as covenants running with the land or equitable servitudes, supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable, to establish the common plan for the Condominium development and its operation as indicated herein and in the Survey Map and Plans; provided, however, that the provisions of this Declaration shall not be so applied that the Property is removed from submission to the Act or discontinued in whole or in part as a Condominium development unless such continued application of all or a part of the Declaration is specifically called for or reasonably implied for all or part of the Property.

DATED AND ATTESTED this 9th day of June, 2011.

Garden Village Association of Apartment Owners

By: James Heywood
JAMES HEYWOOD, President

By: Joan M King
JOAN M. KING, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of June, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Heywood and Joan King, to me known to be the President and Secretary of Garden Village Association of Apartment Owners, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledge that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate written.

Cynthia C Wirtz
CYNTHIA C. WIRTZ (Print Name)
Notary Public in and for the State of
Washington, residing at North Bend
My commission expires: Jan 23, 2012

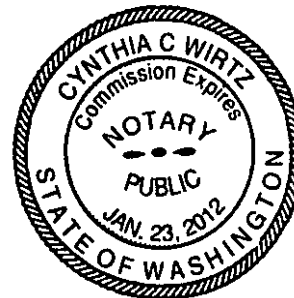


Exhibit A
Legal Description of Parcel for Garden Village

PARCEL 75

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 550.87 FEET;
THENCE S88° 28' 13"E 160.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N23° 20' 00"E 85.00 FEET;
THENCE S66° 40' 00"E 103.00 FEET;
THENCE S23° 20' 00"W 67.77 FEET;
THENCE N66° 40' 00"W 91.89 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 76

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 672.01 FEET;
THENCE S88° 28' 13"E 153.04 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N02° 00' 00"E 23.39 FEET;
THENCE N22° 00' 00"E 63.02 FEET;
THENCE S68° 00' 00"E 134.00 FEET;
THENCE S22° 00' 00"W 85.00 FEET;
THENCE N68° 00' 00"W 126.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 77

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 782.86 FEET;
THENCE S88° 28' 13"E 167.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N22° 00' 00"E 85.00 FEET;
THENCE S68° 00' 00" E 134.00 FEET;
THENCE S22° 00' 00"W 85.00 FEET;
THENCE N68° 00' 00"W 134.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 78

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 883.25 FEET;
THENCE S88° 28' 13"E 200.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21° 55' 00"E 88.00 FEET;
THENCE S68° 05' 00"E 135.00 FEET;
THENCE S21° 55' 00"W 88.00 FEET;
THENCE N68° 05' 00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 79

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 992.05 FEET;
THENCE S88° 28' 13"E 205.76 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21° 20' 00"E 88.00 FEET;
THENCE S68° 40' 00"E 135.00 FEET;
THENCE S21° 20' 00"W 88.00 FEET;
THENCE N68° 40' 00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 80

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1107.40 FEET;

THENCE S88° 28' 13"E 195.63 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22° 00' 00"E 85.00 FEET;
THENCE S68° 00' 00"E 101.00 FEET;
THENCE S22° 00' 00"W 85.00 FEET;
THENCE N68° 00' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 81

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1091.43 FEET;
THENCE S88° 28' 13"E 326.08 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N03° 25' 00"W 84.00 FEET;
THENCE N86° 35' 00"E 139.00 FEET;
THENCE S03° 25' 00"E 84.00 FEET;
THENCE S86° 35' 00"W 139.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 82

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1010.24 FEET;
THENCE S88° 28' 13"E 366.97 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 20' 00"E 84.00 FEET
THENCE S88° 40' 00"E 101.00 FEET;
THENCE S01° 20' 00"W 84.00 FEET;
THENCE N88° 40' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 83

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 911.20 FEET;
THENCE S88° 28' 13"E 371.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 25' 00"E 84.00 FEET;
THENCE S88° 35' 00"E 101.00 FEET;
THENCE S01° 25' 00"W 84.00 FEET;
THENCE N88° 35' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 84

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 783.83 FEET;
THENCE S88° 28' 13"E 344.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22° 00' 00"E 136.00 FEET;
THENCE S88° 35' 00"E 17.07 FEET;
THENCE S68° 00' 00"E 72.02 FEET;
THENCE S22° 00' 00"W 135.32 FEET;
THENCE N85° 10' 00"W 22.62 FEET;
THENCE N68° 00' 00"W 66.38 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 85

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 664.47 FEET;
THENCE S88° 28' 13"E 337.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N04° 50' 00"E 100.00 FEET;
THENCE S85° 10' 00"E 85.00 FEET;
THENCE S04° 50' 00"W 92.57 FEET;
THENCE S75° 46' 57"W 22.76 FEET;
THENCE N85 10' 00"W 63.49 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 95

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 448.07 FEET;
THENCE S88° 28' 13"E 8.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N73° 05' 00"E 142.00 FEET;
THENCE S16° 55' 00"E 88.00 FEET;
THENCE S73° 05' 00"W 142.00 FEET;
THENCE N16° 55' 00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 96

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 498.07 FEET;
THENCE S88° 28' 13"E 14.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 25' 00"W 85.00 FEET;
THENCE N88° 35' 00"E 101.00 FEET
THENCE S01° 25' 00"E 85.00 FEET;
THENCE S88° 35' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 97

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 603.16 FEET;
THENCE S88° 28' 13"E 15.98 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 30' 00"E 142.00 FEET;
THENCE S88° 30' 00"E 88.00 FEET;
THENCE S01° 30' 00"W 142.00 FEET;
THENCE N88° 30' 00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 98

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 785.88 FEET;
THENCE S88° 28' 13"E 8.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N22° 40' 00"E 85.00 FEET;
THENCE S67° 20' 00"E 101.00 FEET;
THENCE S22° 40' 00"W 85.00 FEET;
THENCE N67° 20' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 99

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 902.82 FEET;
THENCE S88° 28' 13"E 14.33 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N21° 45' 00"E 88.00 FEET;
THENCE S68° 15' 00"E 135.00 FEET;
THENCE S21° 45' 00"W 88.00 FEET;
THENCE N68° 15' 00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 100

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 993.00 FEET;
THENCE S88° 28' 13"E 6.30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N10° 30' 00"E 88.00 FEET;
THENCE S79° 30' 00"E 142.00 FEET;
THENCE S10° 30' 00"W 88.00 FEET;
THENCE N79° 30' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 101

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,

WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1108.86 FEET;
THENCE S88° 28' 13"E 8.96 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 30' 00"E 88.00 FEET;
THENCE S88° 30' 00"E 142.00 FEET;
THENCE S01° 30' 00"W 88.00 FEET;
THENCE N88° 30' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 102

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1225.38 FEET;
THENCE S88° 28' 13"E 26.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 40' 00"E 88.00 FEET;
THENCE S88° 20' 00"E 142.00 FEET;
THENCE S01° 40' 00"W 88.00 FEET;
THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 103

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1225.02 FEET;
THENCE S88° 28' 13"E 179.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 40' 00"E 88.00 FEET;
THENCE S88° 20' 00"E 142.00 FEET;
THENCE S01° 40' 00"W 88.00 FEET;
THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 104

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1224.67 FEET;
THENCE S88° 28' 13"E 325.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 40' 00"E 88.00 FEET;
THENCE S88° 20' 00"E 142.00 FEET;
THENCE S01° 40' 00"W 88.00 FEET;
THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 105

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1224.32 FEET;
THENCE S88° 28' 13"E 471.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 40' 00"E 88.00 FEET;
THENCE S88° 20' 00"E 142.00 FEET;
THENCE S01° 40' 00"W 88.00 FEET;
THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 106

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1113.88 FEET;
THENCE S88° 28' 13"E 519.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N01° 35' 00"E 85.00 FEET;
THENCE S88° 25' 00"E 105.00 FEET;
THENCE S01° 35' 00"W 85.00 FEET;
THENCE N88° 25' 00"W 105.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 107

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEROF N01° 31' 47"E 956.22 FEET;
THENCE S88° 28' 13"E 519.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N00° 20' 00"E 142.00 FEET;
THENCE S89° 40' 00"E 88.00 FEET;
THENCE S00° 20' 00"W 142.00 FEET;
THENCE N89° 40' 00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON

Exhibit B

Description of Units

1. Matters Common to All Buildings and Units

All units have an entry hall, a kitchen, and a living room with a fireplace. Each unit has access to an exterior deck, patio, or courtyard. There are eleven unit types as follows:

1. Description of Unit Floor Plans

The Compton unit is approximately 1,198 square feet in area, has a living room with a fireplace and dining area, kitchen with dining nook, master bedroom with full bathroom, den, 2nd full bathroom, 1-car garage, and vaulted ceilings.

The Compton B unit is approximately 1,290 square feet in area, and has a living room with a fireplace, dining room, kitchen with dining nook, master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, a one-car garage, and partial cathedral ceilings.

The Monterey unit is approximately 1,440 square feet in area, and has a living room with a fireplace, dining room, a kitchen, master bedroom suite with a bathroom, a second bedroom, a second bathroom, a two-car garage, and partial cathedral ceilings.

The Monticello unit is approximately 1,335 square feet in area including a loft area, and has a living room with a fireplace and dining area, powder room in the entry hall, kitchen with dining nook, master bedroom suite with full bathroom and dressing area, loft with full bathroom, 2-car garage, and coffered ceilings.

The Monticello B unit is approximately 1,741 square feet in area including a loft area, and has an entry hall with a ½ bath, a living room with a fireplace and dining area, kitchen with dining nook, master bedroom suite with full bathroom, loft with full bathroom, a second bedroom/den, a two-car garage, and partial cathedral ceilings.

The Tiffany unit is approximately 990 square feet in area, and has a living room with a fireplace, kitchen with dining nook, one bedroom, one full bathroom, a two-car garage, and raised ceilings.

The Tiffany B unit is approximately 1,262 square feet in area, and has a living room with a fireplace and dining area, a kitchen, master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, a one-car garage, and high ceilings.

The Tiffany C unit is substantially similar to the Tiffany B unit but is approximately 1,137 square feet in area.

The Versailles unit is approximately 1,475 square feet in area and has a living room with a fireplace, dining room, kitchen with dining nook, master bedroom suite with bathroom and walk in closet, a second bedroom, a second bathroom, a two-car garage, and partial cathedral ceilings.

The Versailles B unit is approximately 1,621 square feet in area, and has a living room with a fireplace, dining room, kitchen with dining nook, a master bedroom, a second bedroom, a second full bathroom, a third bedroom/den, a two-car garage, and partial cathedral ceilings.

The Westbury unit is approximately 1,315 square feet in area, and has a living room with a fireplace, dining room, a kitchen, master bedroom suite with a bathroom, a second bedroom, a second bathroom, a two-car garage, and coffered ceilings.

**Exhibit B
Description of Units
(Continued)**

Bldg #	Unit #	Unit Type	Floor Level	Bedrooms	Bathrooms	Square Footage	Parking Space	Storage Space
73	1301	Westbury	1	2	2	1,315	G1301	
73	1302	Westbury	1	2	2	1,315	G1302	
73	2301	Versailles	2	2	2	1,475	G2301	
73	2302	Monticello	2	2	3	1,335	G2302	
73	2303	Versailles	2	2	2	1,475	G2303	
74	1303	Versailles	1	2	2	1,475	G1303	
74	1304	Versailles	1	2	2	1,475	G1304	
75	1305	Versailles B	1	3	2	1,621	G1305	
75	1306	Versailles B	1	3	2	1,621	G1306	
76	1307	Tiffany B	1	2	2	1,262	G1307	
76	1308	Tiffany B	1	2	2	1,262	G1308	
76	2304	Compton B	2	2	2	1,290	G2304	
76	2305	Monticello B	2	3	2	1,741	G2305	
76	2306	Compton B	2	2	2	1,290	G2306	
77	1309	Tiffany B	1	2	2	1,262	G1309	
77	1310	Tiffany B	1	2	2	1,262	G1310	
77	2307	Compton B	2	2	2	1,290	G2307	
77	2308	Monticello B	2	3	2	1,741	G2308	
77	2309	Compton B	2	2	2	1,290	G2309	
78	1311	Tiffany B	1	2	2	1,262	G1311	
78	1312	Tiffany B	1	2	2	1,262	G1312	
78	2310	Compton B	2	2	2	1,290	G2310	
78	2311	Monticello B	2	3	2	1,741	G2311	
78	2312	Compton B	2	2	2	1,290	G2312	
79	1313	Tiffany B	1	2	2	1,262	G1313	
79	1314	Tiffany B	1	2	2	1,262	G1314	
79	2313	Compton B	2	2	2	1,290	G2313	
79	2314	Monticello B	2	3	2	1,741	G2314	
79	2315	Compton B	2	2	2	1,290	G2315	
80	1315	Versailles B	1	3	2	1,621	G1315	
80	1316	Versailles B	1	3	2	1,621	G1316	
81	1317	Monterey	1	2	2	1,440	G1317	
81	1318	Monticello B	1	3	2	1,741	G1318	
81	1319	Monterey	1	2	2	1,440	G1319	
82	1320	Versailles	1	2	2	1,475	G1320	
82	1321	Versailles	1	2	2	1,475	G1321	
83	1322	Versailles	1	2	2	1,475	G1322	
83	1323	Versailles	1	2	2	1,475	G1323	
84	1324	Monterey	1	2	2	1,440	G1324	
84	1325	Monticello B	1	3	2	1,741	G1325	
84	1326	Monterey	1	2	2	1,440	G1326	

Bldg #	Unit #	Unit Type	Floor Level	Bedrooms	Bathrooms	Square Footage	Parking Space	Storage Space
85	1327	Versailles	1	2	2	1,475	G1327	
85	1328	Versailles	1	2	2	1,475	G1328	
86	1329	Tiffany	1	1	1	990	G1329	
86	1330	Tiffany	1	1	1	990	G1330	
86	2316	Compton	2	2	2	1,198	G2316	
86	2317	Monticello	2	2	3	1,335	G2317	
86	2318	Compton	2	2	2	1,198	G2318	
87	1331	Tiffany C	1	2	2	1,137	G1331	
87	1332	Tiffany C	1	2	2	1,137	G1332	
87	2319	Compton	2	2	2	1,198	G2319	
87	2320	Monticello	2	2	3	1,335	G2320	
87	2321	Compton	2	2	2	1,198	G2321	
88	1333	Tiffany C	1	2	2	1,137	G1333	
88	1334	Tiffany C	1	2	2	1,137	G1334	
88	2322	Compton	2	2	2	1,198	G2322	
88	2323	Monticello	2	2	3	1,335	G2323	
88	2324	Compton	2	2	2	1,198	G2324	
89	1335	Tiffany C	1	2	2	1,137	G1335	
89	1336	Tiffany C	1	2	2	1,137	G1336	
89	2325	Compton	2	2	2	1,198	G2325	
89	2326	Monticello	2	2	3	1,335	G2326	
89	2327	Compton	2	2	2	1,198	G2327	
90	1337	Versailles	1	2	2	1,475	G1337	
90	1338	Versailles	1	2	2	1,475	G1338	
91	1339	Versailles	1	2	2	1,475	G1339	
91	1340	Versailles	1	2	2	1,475	G1340	
92	1341	Versailles	1	2	2	1,475	G1341	
92	1342	Versailles	1	2	2	1,475	G1342	
93	1343	Versailles	1	2	2	1,475	G1343	
93	1344	Versailles	1	2	2	1,475	G1344	
94	1345	Versailles	1	2	2	1,475	G1345	
94	1346	Versailles	1	2	2	1,475	G1346	
95	1347	Monterey	1	2	2	1,440	G1347	
95	1348	Monticello B	1	3	2	1,741	G1348	
95	1349	Monterey	1	2	2	1,440	G1349	
96	1350	Versailles B	1	3	2	1,621	G1350	
96	1351	Versailles B	1	3	2	1,621	G1351	
97	1352	Monterey	1	2	2	1,440	G1352	
97	1353	Monticello B	1	3	2	1,741	G1353	
97	1354	Monterey	1	2	2	1,440	G1354	
98	1355	Versailles B	1	3	2	1,621	G1355	
98	1356	Versailles B	1	3	2	1,621	G1356	
99	1357	Tiffany B	1	2	2	1,262	G1357	
99	1358	Tiffany B	1	2	2	1,262	G1358	
99	2328	Compton B	2	2	2	1,290	G2328	

Bldg #	Unit #	Unit Type	Floor Level	Bedrooms	Bathrooms	Square Footage	Parking Space	Storage Space
99	2329	Monticello B	2	3	2	1,741	G2329	
99	2330	Compton B	2	2	2	1,290	G2330	
100	1359	Tiffany B	1	2	2	1,262	G1359	
100	1360	Tiffany B	1	2	2	1,262	G1360	
100	2331	Compton B	2	2	2	1,290	G2331	
100	2332	Monticello B	2	3	2	1,741	G2332	
100	2333	Compton B	2	2	2	1,290	G2333	
101	1361	Tiffany B	1	2	2	1,262	G1361	
101	1362	Tiffany B	1	2	2	1,262	G1362	
101	2334	Compton B	2	2	2	1,290	G2334	
101	2335	Monticello B	2	3	2	1,741	G2335	
101	2336	Compton B	2	2	2	1,290	G2336	
102	1363	Monterey	1	2	2	1,440	G1363	
102	1364	Monticello B	1	3	2	1,741	G1364	
102	1365	Monterey	1	2	2	1,440	G1365	
103	1366	Monterey	1	2	2	1,440	G1366	
103	1367	Monticello B	1	3	2	1,741	G1367	
103	1368	Monterey	1	2	2	1,440	G1368	
104	1369	Monterey	1	2	2	1,440	G1369	
104	1370	Monticello B	1	3	2	1,741	G1370	
104	1371	Monterey	1	2	2	1,440	G1371	
105	1372	Monterey	1	2	2	1,440	G1372	
105	1373	Monticello B	1	3	2	1,741	G1373	
105	1374	Monterey	1	2	2	1,440	G1374	
106	1375	Versailles B	1	3	2	1,621	G1375	
106	1376	Versailles B	1	3	2	1,621	G1376	
107	1377	Monterey	1	2	2	1,440	G1377	
107	1378	Monticello B	1	3	2	1,741	G1378	
107	1379	Monterey	1	2	2	1,440	G1379	
35 Bldgs	115 Units					162,905		

Exhibit C
Unit Values and Percentage Undivided Interest

Bldg #	Unit #	Address	Unit Value	Percentage Village	Percentage Umbrella
73	1301	3671 - 225th Place SE	131,500	0.80722	0.09831
73	1302	3669 - 225th Place SE	131,500	0.80722	0.09831
73	2301	3677 - 225th Place SE	147,500	0.90544	0.11027
73	2302	3679 - 225th Place SE	133,500	0.81950	0.09981
73	2303	3681 - 225th Place SE	147,500	0.90544	0.11027
74	1303	3687 - 225th Place SE	147,500	0.90544	0.11027
74	1304	3685 - 225th Place SE	147,500	0.90544	0.11027
75	1305	3676 - 224th Place SE	162,100	0.99506	0.12119
75	1306	3674 - 224th Place SE	162,100	0.99506	0.12119
76	1307	3664 - 224th Place SE	126,200	0.77468	0.09435
76	1308	3662 - 224th Place SE	126,200	0.77468	0.09435
76	2304	3666 - 224th Place SE	129,000	0.79187	0.09644
76	2305	3668 - 224th Place SE	174,100	1.06872	0.13016
76	2306	3670 - 224th Place SE	129,000	0.79187	0.09644
77	1309	3652 - 224th Place SE	126,200	0.77468	0.09435
77	1310	3650 - 224th Place SE	126,200	0.77468	0.09435
77	2307	3654 - 224th Place SE	129,000	0.79187	0.09644
77	2308	3656 - 224th Place SE	174,100	1.06872	0.13016
77	2309	3658 - 224th Place SE	129,000	0.79187	0.09644
78	1311	3640 - 224th Place SE	126,200	0.77468	0.09435
78	1312	3638 - 224th Place SE	126,200	0.77468	0.09435
78	2310	3642 - 224th Place SE	129,000	0.79187	0.09644
78	2311	3644 - 224th Place SE	174,100	1.06872	0.13016
78	2312	3646 - 224th Place SE	129,000	0.79187	0.09644
79	1313	3628 - 224th Place SE	126,200	0.77468	0.09435
79	1314	3626 - 224th Place SE	126,200	0.77468	0.09435
79	2313	3630 - 224th Place SE	129,000	0.79187	0.09644
79	2314	3632 - 224th Place SE	174,100	1.06872	0.13016
79	2315	3634 - 224th Place SE	129,000	0.79187	0.09644
80	1315	3620 - 224th Place SE	162,100	0.99506	0.12119
80	1316	3622 - 224th Place SE	162,100	0.99506	0.12119
81	1317	22413 SE 36th Lane	144,000	0.88395	0.10766
81	1318	22415 SE 36th Lane	174,100	1.06872	0.13016
81	1319	22417 SE 36th Lane	144,000	0.88395	0.10766
82	1320	3617 - 225th Place SE	147,500	0.90544	0.11027
82	1321	3619 - 225th Place SE	147,500	0.90544	0.11027
83	1322	3625 - 225th Place SE	147,500	0.90544	0.11027
83	1323	3623 - 225th Place SE	147,500	0.90544	0.11027
84	1324	3633 - 225th Place SE	144,000	0.88395	0.10766
84	1325	3635 - 225th Place SE	174,100	1.06872	0.13016
84	1326	3637 - 225th Place SE	144,000	0.88395	0.10766

Bldg #	Unit #	Address	Unit Value	Percentage Village	Percentage Umbrella
85	1327	3641 - 225th Place SE	147,500	0.90544	0.11027
85	1328	3643 - 225th Place SE	147,500	0.90544	0.11027
86	1329	3647 - 225th Place SE	99,000	0.60772	0.07402
86	1330	3649 - 225th Place SE	99,000	0.60772	0.07402
86	2316	3661 - 225th Place SE	119,800	0.73540	0.08957
86	2317	3663 - 225th Place SE	133,500	0.81950	0.09981
86	2318	3665 - 225th Place SE	119,800	0.73540	0.08957
87	1331	3652 - 225th Place SE	113,700	0.69795	0.08501
87	1332	3650 - 225th Place SE	113,700	0.69795	0.08501
87	2319	3656 - 225th Place SE	119,800	0.73540	0.08957
87	2320	3658 - 225th Place SE	133,500	0.81950	0.09981
87	2321	3660 - 225th Place SE	119,800	0.73540	0.08957
88	1333	3666 - 225th Place SE	113,700	0.69795	0.08501
88	1334	3664 - 225th Place SE	113,700	0.69795	0.08501
88	2322	3670 - 225th Place SE	119,800	0.73540	0.08957
88	2323	3672 - 225th Place SE	133,500	0.81950	0.09981
88	2324	3674 - 225th Place SE	119,800	0.73540	0.08957
89	1335	3680 - 225th Place SE	113,700	0.69795	0.08501
89	1336	3678 - 225th Place SE	113,700	0.69795	0.08501
89	2325	3684 - 225th Place SE	119,800	0.73540	0.08957
89	2326	3686 - 225th Place SE	133,500	0.81950	0.09981
89	2327	3688 - 225th Place SE	119,800	0.73540	0.08957
90	1337	3692 - 225th Place SE	147,500	0.90544	0.11027
90	1338	3694 - 225th Place SE	147,500	0.90544	0.11027
91	1339	3697 - 224th Place SE	147,500	0.90544	0.11027
91	1340	3695 - 224th Place SE	147,500	0.90544	0.11027
92	1341	3693 - 224th Place SE	147,500	0.90544	0.11027
92	1342	3691 - 224th Place SE	147,500	0.90544	0.11027
93	1343	3685 - 224th Place SE	147,500	0.90544	0.11027
93	1344	3687 - 224th Place SE	147,500	0.90544	0.11027
94	1345	3681 - 224th Place SE	147,500	0.90544	0.11027
94	1346	3683 - 224th Place SE	147,500	0.90544	0.11027
95	1347	3677 - 224th Place SE	144,000	0.88395	0.10766
95	1348	3675 - 224th Place SE	174,100	1.06872	0.13016
95	1349	3673 - 224th Place SE	144,000	0.88395	0.10766
96	1350	3667 - 224th Place SE	162,100	0.99506	0.12119
96	1351	3669 - 224th Place SE	162,100	0.99506	0.12119
97	1352	3663 - 224th Place SE	144,000	0.88395	0.10766
97	1353	3661 - 224th Place SE	174,100	1.06872	0.13016
97	1354	3659 - 224th Place SE	144,000	0.88395	0.10766
98	1355	3653 - 224th Place SE	162,100	0.99506	0.12119
98	1356	3651 - 224th Place SE	162,100	0.99506	0.12119
99	1357	3639 - 224th Place SE	126,200	0.77468	0.09435
99	1358	3637 - 224th Place SE	126,200	0.77468	0.09435
99	2328	3643 - 224th Place SE	129,000	0.79187	0.09644

Bldg #	Unit #	Address	Unit Value	Percentage Village	Percentage Umbrella
99	2329	3645 - 224th Place SE	174,100	1.06872	0.13016
99	2330	3647 - 224th Place SE	129,000	0.79187	0.09644
100	1359	3625 - 224th Place SE	126,200	0.77468	0.09435
100	1360	3623 - 224th Place SE	126,200	0.77468	0.09435
100	2331	3629 - 224th Place SE	129,000	0.79187	0.09644
100	2332	3631 - 224th Place SE	174,100	1.06872	0.13016
100	2333	3633 - 224th Place SE	129,000	0.79187	0.09644
101	1361	3611 - 224th Place SE	126,200	0.77468	0.09435
101	1362	3609 - 224th Place SE	126,200	0.77468	0.09435
101	2334	3615 - 224th Place SE	129,000	0.79187	0.09644
101	2335	3617 - 224th Place SE	174,100	1.06872	0.13016
101	2336	3619 - 224th Place SE	129,000	0.79187	0.09644
102	1363	3601 - 224th Place SE	144,000	0.88395	0.10766
102	1364	3603 - 224th Place SE	174,100	1.06872	0.13016
102	1365	3605 - 224th Place SE	144,000	0.88395	0.10766
103	1366	22404 SE 36th Lane	144,000	0.88395	0.10766
103	1367	22406 SE 36th Lane	174,100	1.06872	0.13016
103	1368	22408 SE 36th Lane	144,000	0.88395	0.10766
104	1369	22414 SE 36th Lane	144,000	0.88395	0.10766
104	1370	22416 SE 36th Lane	174,100	1.06872	0.13016
104	1371	22418 SE 36th Lane	144,000	0.88395	0.10766
105	1372	3600 - 225th Place SE	144,000	0.88395	0.10766
105	1373	3602 - 225th Place SE	174,100	1.06872	0.13016
105	1374	3604 - 225th Place SE	144,000	0.88395	0.10766
106	1375	3610 - 225th Place SE	162,100	0.99506	0.12119
106	1376	3608 - 225th Place SE	162,100	0.99506	0.12119
107	1377	3616 - 225th Place SE	144,000	0.88395	0.10766
107	1378	3618 - 225th Place SE	174,100	1.06872	0.13016
107	1379	3620 - 225th Place SE	144,000	0.88395	0.10766
Total			16,290,500	100.00000	12.17913

When recorded, return to:

Condominium Law Group, PLLC
10310 Aurora Avenue North
Seattle, Washington 98133
(206) 633-1520



20160204000418

CONDO LAW AMDCN 145.00
PAGE-001 OF 073
02/04/2016 11:44
KING COUNTY, WA

**AMENDED AND RESTATED DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR GARDEN VILLAGE AT PROVIDENCE POINT
A CONDOMINIUM**

**(RE-RECORDED TO REFERENCE RE-RECORDED UMBRELLA DECLARATION
AND OMITTED TAX PARCEL NUMBERS)**

GRANTOR: GARDEN VILLAGE ASSOCIATION OF APARTMENT OWNERS

GRANTEE: GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM

LEGAL DESCRIPTION: GARDEN VILLAGE AT PROVIDENCE POINT, A
CONDOMINIUM, ACCORDING TO THE DECLARATION
THEREOF RECORDED UNDER KING COUNTY RECORDING
NO. 20110915001849, AS THEREAFTER AMENDED.

ASSESSOR'S TAX PARCEL ID#: 2698410000, 2698400000

REFERENCE # (If applicable): 20151106000339, 20110915001849

DEPARTMENT OF ASSESSMENTS
Examined and approved this 3rd day of

February, 2016

John Wilson

Assessor Russell Scheidegger

Deputy Assessor

Recorded at the Request of
and after Recording Return to

Condominium Law Group, PLLC
10310 Aurora Ave N
Seattle, WA 98133

GARDEN VILLAGE

SECOND AMENDED AND RESTATED DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS

FOR

GARDEN VILLAGE AT PROVIDENCE POINT

A CONDOMINIUM

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**SECOND AMENDED AND RESTATED DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR
GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM**

RECITALS

A Condominium Declaration submitting real estate to the Horizontal Property Regimes Act of the State of Washington (Revised Code of Washington, Chapter 64.32) entitled "First Amended and Restated Declaration and Covenants, Conditions, Restrictions and Reservations for Garden Village, A Condominium" was recorded on October 23, 1989 under recording number 8910230864 in King County, Washington, (hereinafter, the "Original Declaration"), together with the Survey Map and Plans recorded on March 28, 1988 under recording number 8803281198 in Volume 87 of Condominiums, Pages 59 through 70, inclusive, in King County, State of Washington.

The Original Declaration has been previously amended by the following instruments recorded under the following recording numbers in King County, Washington: Amendment Number One to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, a Condominium, recorded on May 13, 1994 under recording number 9405130456; Amendment Number Two to First Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village I, a Condominium, recorded on January 7, 2010, under recording number 20100107000892.

Pursuant to Section 29.1 of the Original Declaration, the Village Board approved this Amended and Restated Declaration and submitted the same to the Owners for a vote in accordance with Section 2.2.4 of the Bylaws.

The vote process was concluded on May 31, 2011, and Owners holding at least 67% of voting power in the Association approved this Amended and Restated Declaration.

Pursuant to Section 29.2 of the Original Declaration, this Amendment shall not affect the rights expressly conferred upon Mortgagees in the Original Declaration with respect to any unsatisfied Mortgage duly recorded prior to the recording of this Amended and Restated Declaration unless the Mortgagee has consented in writing.

The President and Secretary of the Board of Directors for Garden Village Association of Apartment Owners certify that the procedures of the Original Declaration for amendment to the Declaration have been followed and acknowledge and attest, by their signatures below, the adoption of the following Restated Declaration:

This SECOND AMENDED RESTATED DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM (for the purpose of the Recitals, this "Declaration") is made by GARDEN VILLAGE, a Washington non-profit corporation, as of this 31st day of May, 2011.

INTRODUCTION

This Declaration entirely supersedes and replaces that certain Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, a Condominium recorded under Recording Number 8910230864, in the real property records of King County, Washington (the "original Declaration"). The purpose of amending and restating the Original Declaration is to delete superseded or irrelevant material, in order to make this Declaration a more useful and accessible document. This Declaration has been approved by a vote of the Owners in accordance with the provisions of the Original Declaration. The Village Association does not intend to assume, and shall not be deemed to have assumed, any obligation of Declarant under the Act, or under the original Declaration, by virtue of recording this Amended and Restated Declaration.

Garden Village is a Condominium within the Umbrella Association for Providence Point, a master association incorporated under RCW 64.34.276. This Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village, along with the Second Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations of Providence Point Umbrella Association will govern the rights and obligations of Unit Owners within Garden Village.

Providence Point is a single community, made up of seven separate Village Condominiums. It is the community's and this Village's intention to have uniform governance and management administered through the Umbrella Association, and that each Village Condominium Association shall govern the use, maintenance and repair of the buildings within its Condominium. Owners contribute to both their Village Condominium and to the Umbrella Condominium to support the community and pay for services. Providence Point is an age fifty-five (55) or older senior housing community.

NOW, THEREFORE, the Members of the Garden Village Association of Apartment Owners declare as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined. For purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

1.1.1 "Act" shall mean the Horizontal Property Regimes Act presently codified in Chapter 64.32, Revised Code of Washington, as now or hereafter amended, and those portions of the Washington Condominium Act presently codified in Chapter 64.34, Revised Code of Washington, as now or hereafter amended as they specifically apply to all condominiums.

1.1.2 "Articles" shall mean the Articles of Incorporation of the Village Association.

1.1.3 "Assessment" shall mean all sums chargeable by the Village Association against a Unit and its Owner, including, without limitations, regular and special Assessments for Common Expenses, fines and charges imposed by the Village Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney fees, incurred by the Village Association in connection with the collection of delinquent Owner's

account, and all other sums payable by an Owner to the Village Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

1.1.4 "Building" shall mean a free standing structure in which one or more Units are located.

1.1.5 "Capital Improvement" means additions to the existing Condominium structure and Buildings. Capital Improvement shall not include maintenance, repair or replacement of existing structures and Buildings, even if there are changes or replacement of an existing material with different material.

1.1.6 "Common Element(s)" are those portions of the Property not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners. The Common Elements are described in Articles 5 and 6 of this Declaration.

1.1.7 "Communiversity" is an incorporated organization, which provides a continuing education program. It offers classes to Providence Point Owners and to residents of nearby communities. Communiversity has a Board of Directors and Officers who are primarily Providence Point Owners. Funding is provided through the Umbrella Association budget as a flat fee to all Owners, while outside residents pay a fee for attending classes.

1.1.8 "Condominium" shall mean a horizontal Property regime under RCW 64.32, and the land and improvements subject to RCW 64.34. Each Village at Providence Point is a Condominium.

1.1.9 "Declaration" shall mean this Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Garden Village at Providence Point, a Condominium, as it may from time to time be amended.

1.1.10 "Electronic Means" shall mean any manner of electronic communication as provided for in RCW 24.03 and its subsequent revisions.

1.1.11 "Eligible Insurer" or "Eligible Guarantor" shall mean an Insurer or Guarantor of a Mortgage that has provided a written request for notices to the Village Association stating both its name and address and the Unit number or address of the Unit on which it guarantees or insures the Mortgage.

1.1.12 "Eligible Mortgage Holder" shall mean a Lender that has provided a written request for notices to the Village Association, stating both its name and address and the Unit number or address of the Unit on which it holds the Mortgage.

1.1.13 "Entire Property" shall mean the Umbrella Property and Village Properties as outlined in Exhibit B of the Second Amended and Restated Declaration for the Umbrella Association.

1.1.14 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded Mortgage on a Unit that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First

Mortgages on more than one Unit, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.15 "Foreclosure" shall mean a notice and proceeding pursuant to a deed of trust or sale or proceeding on default under any form of security agreement, as well as Foreclosure of a document as a Mortgage.

1.1.16 "Governing Documents" shall mean the Village Declaration, the Village Bylaws, the Articles of Incorporation for the Village Association, the Rules and Regulations of the Village Association, the Umbrella Condominium Declaration, the Umbrella Bylaws, and Rules and Regulations adopted by the Umbrella Association, as these documents may be lawfully amended and/or adopted from time to time.

1.1.17 "Institutional Holder" shall mean a bank or savings and loan association or established Mortgage company, or other entity chartered under federal or state laws, any corporation in the business of owning or servicing real estate Mortgages, or insurance company, or any federal or state agency.

1.1.18 "Managing Agent" shall mean the Person designated by the Village Board under Section 15.4, and may include in-house staff retained by the Umbrella Village Association.

1.1.19 "Material Amendment" shall mean an amendment which would change voting rights; Assessments, liens or subordination of Assessment liens; repair and replacement of Common Elements; or rights to their use; boundaries of Units; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation or withdrawal of Property to or from the Condominium; insurance or fidelity insurance; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision of the Village Association to establish self-management when professional management has been required by a First Mortgagee; restoration or repair of the Condominium after hazard, damage or partial condemnation; and any provision which expressly benefits First Mortgagees.

1.1.20 "Member" shall mean a Unit Owner within the Village Condominium and ownership of a Unit shall be the sole qualification for membership in the Village Association.

1.1.21 "Mortgage" shall mean a recorded Mortgage or deed of trust that creates a lien against a Unit and, except as otherwise herein set forth, shall also mean a real estate contract for the sale of a Unit.

1.1.22 "Mortgagee" shall mean the beneficial Owner, or the designee of the beneficial Owner, of an encumbrance on a Unit created by a Mortgage and, except as otherwise herein set forth, shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit.

1.1.23 "Mortgage Foreclosure" includes a deed of trust sale and a deed given in lieu of a Mortgage Foreclosure or a deed of trust sale, and also includes a real estate contract forfeiture or a deed given in lieu of a real estate contract forfeiture.

1.1.24 "Owner" shall mean the record holder, whether one or more Persons, of either (i) fee title to a Unit or Apartment or (ii) in the case of such a Unit being sold by real estate contract, the vendee's interest therein.

1.1.25 "Person" shall mean an individual, corporation, partnership, Village Association, trustee or beneficiary of a trust, or other legal entity.

1.1.26 "Property" shall mean...

1.1.27 "Related Party" means a person who has been certified in a written document filed by a Unit Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner, the officer or director of any Owner which is a corporation, the member of any Owner which is a limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns a Unit shall be deemed to be the Owner of the Unit for all purposes under the Declaration.

1.1.28 "Resident Unit Owner" shall mean a Unit Owner who resides in his Unit, as opposed to a Unit Owner who leases his Unit to a tenant.

1.1.29 "Survey Map and Plans" shall mean the Survey Map and Plans recorded simultaneously with the original Declaration, and any further amendments, corrections, and additions thereto subsequently recorded. The Survey Map and Plans were filed with the Department of Records and Elections of King County, Washington, under Instrument No. 8803281198, in Volume 87 of Condominiums; pages 59 through 70.

1.1.30 "Umbrella Association" shall mean the Providence Point Umbrella Association, a Washington nonprofit corporation organized pursuant to Chapter 64.34 and Chapter 24.03 of the Revised Code of Washington. The Umbrella Association is a Master Association as provided for in RCW 64.34.276.

1.1.31 "Umbrella Board" shall mean the Board of Directors of the Umbrella Association.

1.1.32 "Umbrella Bylaws" shall mean the Bylaws of the Umbrella Association.

1.1.33 "Umbrella Declaration" shall mean that certain Second Amended and Restated Providence Point Umbrella Declaration and Covenants, Conditions, Restrictions, Easements and Reservations recorded with the Department of Records and Elections of King County, Washington, as now or hereafter amended, supplemented or restated from time to time.

1.1.34 "Umbrella Property" shall mean the land and the Buildings and all improvements and structures now or hereafter located on the land described in Exhibit B of the Second Amended and Restated Umbrella Declaration. The Umbrella Property does not include the Village Properties.

1.1.35 "Unit" shall have the same meaning as "Apartment," as envisioned by RCW 64.32, and "Unit" as in RCW 64.34, and the two terms shall be interchangeable.

"Apartment" or "Unit" means a part of the Property intended for independent use and separate ownership, including one or more rooms or spaces located on one or more floors in a Building. The boundaries of an Apartment are defined in the Village Condominium Declarations.

1.1.36 "Unit Value" shall mean the value of the Unit used for determining the percentage of Interest in the Common Elements and Facilities of the Village Association in which the Unit is located, as shown on Exhibit C of the Village Declaration, for the Unit belonging to that Member. As used herein, "Aggregate Stated Value of All Units" shall mean the sum of all Unit Values for all Units located on the Village Property and subject to the Garden Village Declaration.

1.1.37 "Village" shall mean one of the seven Condominiums within the Providence Point Umbrella Association, and "Village" may be used interchangeably with "Condominium."

1.1.38 "Village Articles" shall mean the Articles of Incorporation of the Village Association.

1.1.39 "Village Association" shall mean the Garden Village Association of Apartment Owners, a Washington non-profit corporation, as further described in Article 12 of this Declaration.

1.1.40 "Village Board" shall mean the Village Board of Directors of the Garden Village Association.

1.1.41 "Village Bylaws" shall mean the Bylaws of the Village Association.

1.1.42 "Village Declaration" shall mean a recorded Declaration of covenants, conditions, restrictions, easements and reservations applicable to an Association of Unit Owners.

1.1.43 "Village Director" shall mean any Person who is a Member of the Board of Directors of a Village Association.

1.1.44 "Village Property" shall mean the land and the Buildings and all improvements and structures now or hereafter located on the land described in Exhibit A to the Village Declaration.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Act. The definitions in this Declaration are not intended to limit or contradict the definitions in the Act. If there is any inconsistency or conflict, the definition in the Act will prevail, unless the Act permits such inconsistency or conflict.

Section 1.4 Inflationary Increase in Dollar Limits. Dollar amounts specified in this Declaration may, in the discretion of the Umbrella Board, be increased proportionately by the increase in the CPI from the base period to adjust for any inflation in the value of the dollar.

"CPI" means the Seattle area Consumer Price Index for All Urban Consumer, all items, prepared by the United States Department of Labor, or if the All Urban Consumer index is discontinued, then the closest successor or supplanting index selected by the Umbrella Board in its discretion. "Base period" shall be the beginning of the calendar year during which this Declaration is recorded.

ARTICLE 2 SUBMISSION OF THE VILLAGE PROPERTY TO THE ACT

The Village Property is and shall be held, used, conveyed, encumbered, leased, occupied, rented, and improved subject to the Act, and the covenants, conditions, restrictions, reservations, and easements stated in this Declaration, all of which are declared and agreed to be in furtherance of the division of the Village Property into Condominium Units and Common Elements and shall be deemed to run with the land and be a burden and benefit to all Persons who hereafter own or acquire an interest in the Village Property or any part thereof, and their grantees, successors, heirs, executors, administrators, and assigns. The Village is a sub-association of the Providence Point Umbrella Association, a master association created under RCW 64.34.276.

ARTICLE 3 DESCRIPTION OF BUILDINGS

Section 3.1 Buildings. Garden Village consists of 35 Buildings containing 115 condominium units. The number of units in each Building ranges from two to five. The Buildings are one and two story wood frame, single family common-wall condominium structures arranged in one, two, and three bedroom configurations. All buildings are sited so there are no stairs to either the lower or upper units. All units are provided with enclosed attached or detached garages.

ARTICLE 4 LOCATION, DESCRIPTION AND BOUNDARIES OF UNITS

Section 4.1 Unit Location and Description. The Units are classified as a number of different basic types, as described on Exhibit B. The as-built configuration and location of each Unit which is completed as of the date of this Declaration are shown in the Survey Map and Plans. Each individual Unit is identified by an assigned number within the Building in which it is located. The floor level of each Unit within a Building, and the Unit type, number of rooms, and approximate area of each Unit are set forth in Exhibit B hereto.

Section 4.2 Unit Boundaries

4.2.1 The perimeter walls, floors, or ceilings are the boundaries of a Unit, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit.

4.2.2 If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

4.2.3 Subject to the provisions of 4.2.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

4.2.4 Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Unit Boundaries, are Limited Common Elements allocated exclusively to that Unit.

ARTICLE 5 DESCRIPTION AND USE OF COMMON ELEMENTS

Section 5.1 Description. "Common Elements" are those portions of the Property not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners. The Common Elements consist of those specified in the Act, as well as the following:

5.1.1 The land described in Exhibit A.

5.1.2 The roofs, foundations, studding, joists, beams, supports, main walls (excluding only non-bearing interior partitions of Units, if any), and all other structural parts of the Buildings, to the interior unfinished surfaces of the Units perimeter walls, floors, and ceilings.

5.1.3 The fixed frames of windows and doors, excluding glass, weather stripping, and hardware.

5.1.4 The pipes, wires, conduits, and other fixtures and equipment for utilities and all tanks, pipes, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use that serve more than one Unit.

5.1.5 The lobbies, entrance ways, decks, stairs and stairways, elevators, hallways, corridors, utility rooms, and other areas or facilities in Buildings that are not within a Unit.

5.1.6 The roadways and driveways within the Property which provide access to the Unit Buildings and to the parking areas.

5.1.7 The grounds, trees, gardens, landscaped areas, outdoor irrigation systems, exterior fixtures including fences and trellises, lawns and walkways which surround and provide access to the Buildings.

5.1.8 The Limited Common Elements described in Article 4 and Article 6.

5.1.9 The parking areas.

Section 5.2 Use. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements reserved for other Units) in common with all other Unit Owners, as well as the Common Elements which are located upon or within the Umbrella Property. The right to use the Common Elements shall extend not only to each Unit Owner, but also to its agents, tenants, Related Parties, invitees, and licensees. However, if an Owner rents his/her Unit to a tenant under Section 10.2 of this Declaration, the Owner's right to use the Common Elements will be transferred exclusively to the tenant for the term of the lease. The right to use the Common Elements, including the Limited Common Elements, shall be governed

by the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations of the Village Association and the Umbrella Association. The Owners shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, and no other Person shall have the right to have them partitioned or divided. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Unit Owners and occupants shall not be deemed a partition or division. A subdivision of a Unit pursuant to Article 27 will not be deemed a violation of this provision.

ARTICLE 6 LIMITED COMMON ELEMENTS

Section 6.1 Description. Some Common Elements, called Limited Common Elements, are reserved for the exclusive use of the Unit to which they are adjacent or assigned. To the extent any of the following items exist in the Condominium at any point in time, they shall be Limited Common Elements:

6.1.1 Decks, patios, doorsteps, walkways, porches, balconies, greenhouses and/or solarium areas adjacent to Units that are accessible only from the Unit, and

6.1.2 Storage lockers located within or adjacent to the Building and garages,

6.1.3 Heat pump exchange unit areas and air conditioning unit areas, if any, located in areas now or hereafter established or approved by the Village Board,

6.1.4 All spaces, interior partitions, other fixtures and improvements within the boundaries of a Unit, and any private elevators serving a particular Unit approved by the Village Board, and

6.1.5 Shutters, screen doors and the glass, weather stripping, and hardware on exterior doors and windows, awnings and planter boxes, and

6.1.6 Any pipe, chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixtures that lies partially within and partially outside the designated boundaries of a Unit.

Conveyance of a Unit includes the exclusive rights to the Limited Common Elements appurtenant to that Unit.

Section 6.2 Allocation to Particular Units. Decks, patios, greenhouses and solarium areas are allocated to the Unit to which and from which they are directly accessible which allocation is shown on the Survey Map and Plans. Storage lockers and garages are identified by number on the Survey Map and Plans. The garages and storage lockers are allocated to particular Units as shown on Exhibit B.

Section 6.3 Reallocation. A Limited Common Element may only be reallocated between Units with the approval of the Village Board and by amendment of the Declaration prepared under the direction of the Board, executed by the President of the Village Association and the Owners of the Units to which the Limited Common Element was and will be allocated. The Village Board shall approve the request of the Owner or Owners under this Section 6.3 within thirty (30) days, unless the proposed reallocation does not comply with the requirements

set forth below. Failure of the Village Board to act within thirty (30) days shall constitute approval of the request to transfer. For purposes of this Section 6.3, "reallocate" shall mean any transfer, whether by deed, lease, license or otherwise.

Section 6.4 Prohibited Transfers. No Owner shall be entitled to reallocate any patio, deck, solarium, green house, or air conditioner or heat pump area to any Unit other than that to which such Limited Common Element is shown as appurtenant in the Survey Map and Plans.

Section 6.5 Boundaries of Limited Common Elements.

6.5.1 For limited common areas that are spaces, like decks, garages and patios, the boundary of the Limited Common Area is defined as the interior finished surfaces of the walls, ceilings, structure, and railings. The waterproof coating on a deck or patio is considered part of the structure, and may not be painted, coated or covered without permission of the Village Board.

6.5.2 For limited common elements that are items like pipes or wires, the entire component is the limited common element. For windows and doors, those parts that are not fixed frames which integrate with the building envelope are the Limited Common elements. These components may not be replaced or removed without permission of the Village Board where they integrate with the Common Elements.

6.5.3 For Limited Common Elements that are items like wires, pipes and flues, the boundary shall be the point at which the component begins to serve only one Unit or as follows:

6.5.3.1 For electrical systems: all wires and fixtures after the meter base or common connection point serving the Building. All fans, electrical panels, and fixtures are either part of the Unit or Limited Common Elements assigned to the Unit.

6.5.3.2 For plumbing systems: all supply pipes and fixtures from the point of the main water shut off inside the Unit that serves the Unit are either part of the Unit or Limited Common Elements assigned to the Unit.

6.5.3.3 For vents and ducts: all ducts and vent covers on exterior are Limited Common Elements.

6.5.3.4 By rule the Village Board may further define boundaries and responsibilities for Limited Common Elements not specifically defined by this Declaration.

Section 6.6 Building Limited Common Elements. Some Limited Common Elements are reserved for the exclusive use of the Building to which they are adjacent or assigned. To the extent any of the following items exist in the Village at any point in time, they shall be Building Limited Common Elements. These may include, but are not limited to, elevators or lobbies that serve only one Building within a Village. Expenses associated with Building Limited Common Elements may be assessed to the Building to which they are adjacent or assigned, proportionate to the percentage of common interest allocated to each Unit within that Building.

ARTICLE 7 ACCESS

The right of ingress and egress to and from each Unit, including over the roadways and walkways of the Umbrella Property as set forth in the Umbrella Declaration, shall be perpetual and appurtenant to each Unit.

ARTICLE 8 PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS

Section 8.1 Formula for Calculation Percentage of Undivided Interest. Each Owner's percentage of undivided interest in the Common Elements was originally calculated based on Unit value or Unit area as a percentage of the Village total. The calculated percentage is shown in Exhibit C to this Declaration. For purposes of Exhibit C attached hereto, each Owner's percentage of undivided interest in the Common Elements and the corresponding Common Expense liability for each Unit is shown.

Section 8.2 Schedule of Areas and Percentages. The area of each Unit and the percentage of undivided interest in the Common Elements pertaining to each Unit and its Owner for all purposes, excluding voting, are set forth in Exhibit C attached hereto.

Section 8.3 Common Expense Allocation. The percentage allocation of Common Expenses shall be in accordance with the percentage of undivided interest as shown on Exhibit C.

ARTICLE 9 PARKING SPACES

Section 9.1 Enclosed Parking Spaces. Fully enclosed parking spaces may be used in such manner as the Unit Owner may determine in his or her discretion, subject to rules adopted by the Village Board or Umbrella Board. All parking spaces are intended for parking of operative vehicles. Parking is subject to the Rules and Regulations established by the Umbrella Board and the Village Board.

Section 9.2 Removal of Vehicles. The Village Board or the Umbrella Board may upon 72 hours written notice require removal of any inoperative vehicle or any unsightly vehicle or any other equipment or item improperly found in an open parking space. A written notice affixed to the vehicle, item or equipment shall be considered notice in addition to and irrespective of any other notice. If the vehicle, item or equipment is not removed within 72 hours after the written notice is affixed to the vehicle or otherwise delivered to the Owner, the Village Board or the Umbrella Board may cause removal at the expense and risk of the Owner thereof.

Section 9.3 Conversion of Parking Spaces. Fully enclosed parking spaces and garages may not be converted to living spaces. Owners who use their enclosed parking spaces or garages in any manner that prevents their parking operable vehicles in the space may not use common or guest parking spaces to park their vehicles.

Section 9.4 Parking Rules. The Village Board or Umbrella Board may adopt rules and regulations related to the use of parking spaces (including common, guest, limited common, enclosed spaces, and garages)

ARTICLE 10 PERMITTED USES; MAINTENANCE OF UNITS

Section 10.1 Residential Use and Age Restriction. The Buildings and Units are intended for and restricted to use as single family residences only, on an ownership basis, and for social, recreational, or other reasonable activities normally incidental to such use, and for the purposes of operating the Village Association and managing the Entire Property or, pursuant to Section 7.9 of the Umbrella Declaration, the Umbrella Association. OCCUPANCY OF ALL UNITS IN THE CONDOMINIUM IS FULLY, COMPLETELY AND UNCONDITIONALLY SUBJECT TO THE AGE RESTRICTION PROVISIONS OF SECTION 7.10 OF THE UMBRELLA DECLARATION. By acceptance of a deed or other conveyance of a Unit, each Owner, for himself or herself, and anyone occupying the Unit, by, under or through him or her, shall thereby be deemed fully, completely and unconditionally to have acknowledged and agreed to abide by said age restriction provisions including the power of the Umbrella Board to waive the age restriction as therein set forth.

Section 10.2 Leases/Rentals.

10.2.1 Other than Related Parties, domestic partners and caregivers, no individual may reside in a Unit without a Unit Rental Agreement. Units occupied only by Related Parties, partners, and caregivers shall not be considered a rental Unit. Related Parties and caregivers are defined in and subject to the rules and regulations of the Village and Umbrella Associations.

10.2.2 Unit Owners will notify the Umbrella Association of their intention to lease their Unit prior to the actual leasing taking place. Leasing a Unit, and allowing renters to move into the Unit without notifying the Umbrella Association beforehand, shall make the lease null and void.

10.2.3 All Unit rental agreements shall be in writing; must identify all residents of the Unit and their ages; and must be administratively processed in compliance with applicable Umbrella as well as Village rules and regulations. No Unit Owner shall be permitted to rent a Unit for a term less than one hundred eighty (180) days. No rental of a Unit may be of less than the entire Unit. No tenant may sublease a Unit or any part of a Unit (e.g., a room). The Owner-Landlord shall deliver a copy of the rental agreement for a Unit to the Village Board before any tenancy commences and the Owner-Landlord shall deliver a certification to the Umbrella Association that the tenant-renter was given a copy of all the rules and regulations of the Village and Umbrella Associations.

10.2.4 All rental agreements must state that all residents are subject, in all respects, to the policies, rules, and regulations of the Village Association and of the Umbrella Association, including the age restriction. Each tenant must provide independent written acknowledgment to the Village Association that the lease is subject to all terms of this Declaration as well as policies, rules and regulations of the Village Association and Umbrella Association. Failure to comply shall constitute a default under the rental agreement, as well as a violation of the rules and regulations. All rental agreements shall grant the Village Board the right and authority to evict a tenant on the Unit Owner's behalf for any default encompassed by the preceding sentence. All rental agreements, regardless of whether or not they contain the foregoing provisions, shall be deemed to contain such provisions and such provisions shall be binding upon the Unit Owner and the tenant by reason of the provisions being stated in this

Declaration. The Village Board shall have no liability to any Owner or resident for any eviction made in good faith.

10.2.5 Owners shall remain personally liable for monthly Assessments and all other Owner obligations, whether or not a Unit is rented.

10.2.6 The maximum percentage of rentals allowed in the Village shall be ten percent (10%). This rental cap shall not apply to an Institutional Holder of a Mortgage that acquires a Unit by Foreclosure.

10.2.7 The Village Board, in its sole discretion, may grant a limited waiver of the rental cap in the case of demonstrated substantial hardship by the Owner. Where, on written application from an Owner, the Village Board determines that a hardship exists whereby that Owner would suffer serious harm by virtue of the limitation on leasing contained in this section, the Village Board may, in its discretion, grant an Owner a waiver. The hardship shall not exceed six (6) months, with the possibility of renewal upon application by the Unit Owner (the "hardship exception"). The total number of rental months under this hardship exception shall not exceed 36 months for any individual Owner. Examples of hardship may include, but are not limited to, financial hardship, hospitalization or placement in assisted living care on a temporary or permanent basis, etc.

10.2.8 An original lease may not be longer than three (3) years. At the end of an original three (3) year lease, another lease for the same party may only be signed up to one (1) year (but not less than one hundred eighty days {180}) at a time.

10.2.9 If an Owner desires to rent a Unit that would exceed the rental cap, the Owner will be placed on a rental waiting list. Subsequent permission to rent will be granted on a first come, first served basis when the number of rented Units falls below the rental cap. If an Owner is granted permission to rent, the Owner shall have ninety (90) days to exercise that right and execute a lease to a tenant. Otherwise, permission to rent will be revoked and granted to the next Owner on the rental waiting list.

10.2.10 Leasing a Unit does not give the right for a Unit Owner to lease the Property indefinitely. When a renter moves out of a Unit, the Unit Owner is subject to the restrictions of Subsection 10.2.6, rental cap. If there is a waiting list for renters in the Village, the Unit Owner, again wishing to rent his/her Unit, will move to the bottom of the waiting list, allowing other Owners to rent their Unit. If there is a waiting list, and the Unit was originally rented under Subsection 10.2.7, waivers for hardship, the Unit Owner must reapply for a waiver for subsequent renters.

10.2.11 Units occupied by Related Parties of the Owner are not subject to the leasing requirements set forth in this Declaration. The Owner of such Unit may designate one of their resident Related Parties as the voting representative for that Unit by providing written notice to the Village Board. The designation will remain effective until revoked by a subsequent written notice to the Village Board from the Owner.

10.2.12 Prior to occupancy of the Unit by a tenant, the Owner of a Unit shall have a criminal background check and credit report done on any individual(s) leasing a Unit by a recognized tenant screening service. The results of the criminal check will be given to the

Umbrella Association. Neither the Village nor Umbrella Association shall approve or disapprove of tenants.

10.2.13 The Village Board shall be authorized to assess a reasonable fee against any Owner and his or her Unit in connection with the moving of any new Occupant into a Unit, and in connection with the moving out of any Occupant from a Unit. The fee shall apply to all Owners and Tenants and shall be paid prior to the move.

Section 10.3 Unit Maintenance and Decoration.

10.3.1 Each Unit Owner shall, at his/her sole expense, keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his/her Unit.

10.3.2 Each Unit Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, plumbing supply lines, plumbing waste lines, gas supply lines, water heaters, fans, heating, ventilation, and air conditioning equipment, electrical fixtures, appliances, conduit and wires, including any private elevator, and pipes which are in his/her Unit or portions thereof that serve his/her Unit and are for the exclusive use of the Unit.

10.3.3 Each Unit Owner shall replace any glass or screens in the windows and exterior doors of the Unit that fail or become cracked or broken with glass of equivalent quality and appearance, and shall repair and replace as necessary any screens, awnings, and planter boxes appurtenant to his or her Unit.

10.3.4 Without limiting the generality of the foregoing, each Unit Owner shall have the right and the duty at his/her sole expense and cost to maintain, repair, paint, paper, panel, plaster, and tile interior surfaces of the ceilings, floors, window frames, perimeter walls of his/her Unit and the bearing and non-bearing walls located within his/her Unit and shall not permit or commit waste of his/her Unit, its appurtenant Limited Common Elements, or the Common Elements.

10.3.5 Each Unit Owner shall have the right to substitute new finished surfaces for the finished surfaces existing on the ceilings, floors and walls, except no Unit Owner shall install any hard flooring (including, without limitation, hard wood, Pergo, laminated flooring, tile, slate, linoleum or other such materials that are of a harder surface than the material being replaced) in, on, or about his/her Unit without the prior written consent of the Village Board and all Unit Owners whose Units are below such hard flooring. The Village Board may adopt rules and regulations related to the method of construction of any installed flooring materials, or the performance requirements of the flooring materials in reducing sound transmission for both airborne and structure borne sound.

10.3.6 This Section 10.3 shall not be construed as permitting an interference with or damage to the structural integrity of the Building or interference with the use and enjoyment of the Common Elements or of the other Units or Limited Common Elements or any of them nor shall it be construed to limit the powers or obligations of the Village Association or the Umbrella Association.

10.3.7 Each Unit Owner shall be responsible for the care, cleanliness and orderliness of Limited Common Elements appurtenant to his/her Unit.

10.3.8 The Village Board may set standards for the care, maintenance, repair and replacement of Limited Common Elements. The Village Board may establish rules and regulations for the method of maintenance, repair and replacement of Limited Common Elements.

10.3.9 The Village Board is responsible for performance of repair and replacement of Limited Common Elements. The Village Board may permit or require a Unit Owner to perform such maintenance by written notice. No Owner shall, however, modify, paint, or otherwise decorate, or in any way alter the interior or the exterior of their respective Limited Common Elements, including exterior lighting fixtures even though they may be controlled from a Unit, without prior written approval of the Village Board.

10.3.10 The cost of care, maintenance, repair, and replacement of Limited Common Elements shall be the responsibility of the Owner of the Unit to which said Limited Common Elements are assigned, except the cost of repair and replacement of decks, patios, and walkways shall be treated as a common expense allocated to all Owners based on their percentage of ownership interest. All maintenance performed in or about a Unit shall be performed to a professional standard, in accordance with specifications and procedures established by the Village Board.

10.3.11 Liability for Damage.

10.3.11.1 Liability for the cost of repair or replacement of damage to Property which is uninsured or is subject to any applicable insurance deductible shall be the responsibility of the individual Unit Owner where: (a) damage is limited solely to damage to the Owner's Unit or the Limited Common Areas assigned to the Unit; (b) the damage is the result of negligence, carelessness, or intentional action on the part of the Owner or their tenant, or the family, employees, agents, visitors, or licensees of that Owner or their tenant; or (c) the damage is caused by something within the control of or for which the Owner or his tenant, family, employees, agents, visitors, or licensees of that Owner or his tenant has the maintenance and/or repair responsibility. In accordance with the preceding sentence, the amount of any Association or individual Unit Owner insurance deductible for an insured loss, or the repair or replacement costs of any uninsured loss, shall be paid by the Owner responsible by act, negligence or carelessness for the damage; or by the Owner responsible for the control or maintenance of the item causing the damage to or destruction of the Property. Any repair or replacements costs of an uninsured loss which exceed the Association insurance deductible will be paid as a common expense as provided in Article 22.

For example, items that Unit Owners are responsible to maintain and repair include, but are not limited to, dishwashers, washing machines, hot water tanks, instant hot water tanks, garbage disposals, toilets (including wax rings) and all hoses, pipes and supply lines within the Unit serving appliances or fixtures. In the event a hot water tank or other item leaks within a Unit and causes damage to either that Unit and/or neighboring Units or Common Areas, the Unit Owner in whose Unit the hot water tank is located bears the responsibility for the cost up to the amount of the Association insurance deductible. If the costs of repair or replacements exceed the amount of the Association insurance deductible, the excess costs will be paid as a common expense as provided in Article 22.

10.3.11.2 In the case of water damage, an individual Unit Owner shall be strictly liable for uninsured damage to another Unit or a Common Area where the source of the water was located inside that Owner's Unit.

10.3.11.3 Nothing set forth in this Section 10.3 shall require the Association to pay any insurance deductible due under a Unit Owner's individual insurance policy or any tenant's or lessee's policy of renter's insurance. The decision whether or not to file a claim under the Association's master insurance policy is in the discretion of the Village Board. The Village Board may require a Unit Owner to file a claim under the Owner's policy if the Owner is responsible for damage and has not otherwise paid for the necessary repairs.

10.3.11.4 Any charge for repair or replacement expenses assessed to a Unit pursuant to this Section 10.3 shall be a lien upon that Unit and shall be collectable in the manner provided in Article 17.

10.3.12 Inspection, Repair and Replacement of High Risk Components. Notwithstanding the provisions of this Declaration, the Village Board may, from time to time, after notice and an opportunity for Owners to comment, determine that certain portions of the Units required to be maintained by the Unit Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Areas if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not of limitation, these portions, objects or appliances might include smoke detectors and water heaters. Those items determined by the Village Board to pose such a particular risk are referred to as "High Risk Components."

10.3.12.1 At the same time that it designates a "High Risk Component" or at a later time the Village Board, after notice and an opportunity for Owners to comment, may require one or more of the following with regard to the High Risk Component:

10.3.12.1.1 That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association.

10.3.12.1.2 That it be maintained, repaired or replaced at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

10.3.12.1.3 That it be maintained, repaired or replaced by the Association and the cost be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments.

10.3.12.1.4 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Village Board.

10.3.12.1.5 That when it is repaired or replaced, the installation includes additional components or installations specified by the Village Board.

10.3.12.1.6 That it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Association.

10.3.12.1.7 If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association.

10.3.12.2 The imposition of requirements by the Village Board under Paragraph 10.3.12.1 shall not relieve a Unit Owner of his or her obligations under Section 10.3 of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance and replacement.

10.3.12.3 If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Village Board under this Section 10.3, the Association may, in addition to any other rights and powers granted to it under the Governing Documents and the Act:

10.3.12.3.1 Enter the Unit in accordance with Article 11, and inspect, repair, maintain or replace the High Risk Component, and in such event the cost thereof shall be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Areas, and shall be collectable as are other Assessments; and

10.3.12.3.2 Exercise any and all other enforcement remedies available to the Association under the Governing Documents and the Act.

Section 10.4 Exterior Appearance.

10.4.1 In order to preserve a uniform appearance and to maintain the integrity of the Buildings, the Village Board shall require and provide for the painting, staining, and of other decorative finish of the Buildings and the Common Elements or Limited Common Elements, and shall prescribe the type and color or such decorative finishes. The Village Board shall have the authority to prohibit, require or regulate any modification or decoration of the Buildings and any Common Elements or Limited Common Elements.

10.4.2 The power of the Village Board to regulate changes to Common Elements and Limited Common Elements, which are visible to the public also extends to blinds, draperies, awnings, railings, flower boxes and other portions of each Unit which are visible from the exterior of Units.

10.4.3 No exterior antennas may be installed for radio or television on or about any of the Property without written permission from the Village Board.

10.4.4 The Unit Owner shall consult with the Village Board to determine the proper place to install any antennae to prevent damage to any Building, roof, siding, deck flooring, sidewalks, driveways, irrigation system, plants, trees, lawns or any other Limited Common Elements. Particular attention must be paid to installation locations that do not block the views of other Owners or interfere with site lines of driveways, streets, or walkways. The place of installation shall not contribute to a decrease in the value of a Unit or Units. The Village

Board must follow the applicable Federal Communications Commission (FCC) regulations and the Over-the-Air Reception Devices (OTARD) rule.

Section 10.5 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element which will substantially increase the rate of insurance on the Common Element, other Units, or Buildings without the prior written notification to the Village Board. Nothing shall be done or kept in any Unit or in any Common Element which will result in the cancellation of insurance on any Unit or Building or any part of the Common Elements, or which would be in violation of any laws.

Section 10.6 Alteration of Common and Limited Common Elements. Nothing shall be altered or constructed in, on or removed from any Common Element or Limited Common Element or facility except upon the prior written consent of the Village Board. The Village Board may in its discretion elect to allow modifications of Common Elements for the benefit of a particular Unit, such as the installation of covered walkways, provided that the Owner of such Unit is responsible for all costs and expenses incurred in connection with the installation and maintenance of such modification.

Section 10.7 Signs. Display of signs shall be subject to the Umbrella Declaration and the rules and regulations established by the Umbrella Board.

Section 10.8 Pets. Keeping of pets shall be subject to the Umbrella Declaration and the rules and regulations established by the Umbrella Board.

Section 10.9 Offensive Activity. The Umbrella Board shall have the authority to prohibit any noxious or offensive activity or other act which may be or become an annoyance or nuisance to other Owners or tenants. The Village Board may make additional restrictions on offensive activity that meets the needs of that Village. The Village Association has determined that smoking may create an offense, which may be prohibited or regulated by the Village Board or the Umbrella Board to minimize that offense.

Section 10.10 Conveyances; Notices Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Village Association or the Village Board, or anyone acting on their behalf. An Owner intending to sell a Unit shall deliver a written notice to the Village Board, at least two weeks before closing, specifying the Unit being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Village Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested.

Section 10.11 Time Sharing. No Unit shall be used for "time sharing." Time sharing shall mean any form of ownership or contractual arrangement whereby multiple persons or entities each have the right to occupy a Unit for defined periods of time.

ARTICLE 11 ENTRY FOR REPAIRS

Section 11.1 Right of Entry. The Village Association and its agents or employees may enter any Unit when necessary:

11.1.1 In connection with any maintenance, landscaping, or construction for which the Village Association is responsible, or

11.1.2 For making emergency or other necessary repairs or maintenance that the Unit Owner has failed to perform, or

11.1.3 For making repairs necessary to prevent damage to the Common Elements or to another Unit.

Section 11.2 Notice Required Prior to Entry. Except in cases of great emergency that preclude advance notice, the Village Board shall cause the Unit occupant 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 Owners and occupants as practicable. Any damage caused by such entry shall be repaired by the Village Association as a Common Expense unless the repairs or maintenance were necessitated by the acts or default of the Owner or occupant of the Unit entered, in which event the costs of the repairs or maintenance shall be specially Assessed to that Unit.

ARTICLE 12 ASSOCIATION OF UNIT OWNERS

Section 12.1 Form of Village Association. The Owners of Units shall be Members of the existing Village Association. The Village Association is a nonprofit corporation formed under the laws of the state of Washington. The rights and duties of the Members and of the corporation shall continue to be governed by the provisions of the Act and of this Declaration. The Village Board of Directors shall act in all instances on behalf of the Village Association.

Section 12.2 Qualification for Membership. Each fee Owner of a Unit subject to this Declaration shall be a Member of the Village Association and shall be entitled to one Membership for each Unit owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Village Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for Membership in the Village Association.

Section 12.3 Transfer of Membership. The Village Association Membership of each Unit Owner shall be appurtenant to the Unit giving rise to such Membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the Membership in the Village Association to the new Owner.

Section 12.4 Number of Votes. The total number of votes of all Owners shall be equal to the number of Units in the Village Association, and each Unit shall have one (1) vote. If a Person owns more than one Unit, he or she shall have the vote appertaining to each Unit owned.

Section 12.5 Voting Representative. A Unit Owner may, by written notice to the Village Board, designate a voting representative for the Unit. If the designated voting representative is not an Owner, such representative's authority shall be evidenced by written proxy in accordance with the Bylaws. The designation may be revoked at any time by written notice to the Village Board from a Person having an Ownership interest in a Unit, or by actual notice to the Village Board of the death or judicially declared incompetence of any Person with an ownership interest in the Unit, except in cases in which the Person designated is a Mortgagee of the Unit. This power of designation and revocation may be exercised by the guardian of a Unit Owner, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Unit shall be the group composed of all of its Owners. If a Unit is owned by more than one individual and only one of them is at a meeting, the one who is present will represent the Unit vote.

Section 12.6 Joint Owner Disputes. The vote for a Unit must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 12.7 Pledged Votes. A Unit Owner may, but shall not be obligated to, pledge its vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on its Unit for ninety (90) consecutive days or more, such Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that such Owner has pledged his vote to the Mortgagee on all issues arising after such Declaration and during the continuance of the default. If the Village Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 12.8 Annual and Special Meetings of the Village Association. There shall be an Annual Meeting of the Members of the Village Association during the month of January at such reasonable place and time as may be designated by written notice from the Village Board. Special meetings of the Members of the Village Association may be called at any time, by the President of the Village Association, a majority of the members of the Village Board, or by Unit Owners having at least twenty percent (20%) of the votes in the Village Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other Officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by first class mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any Meeting shall state the time and place of the Meeting and the items on the agenda to be voted on by the Members of the Village Association, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved Budget that result in a change in Assessment obligations, and any proposal to remove a Director or Officer. Any First Mortgagee of a Unit may attend or designate a representative to attend the Meetings of the Village Association. The quorum of Unit Owners at any annual or special meeting of the Association shall be the presence, in person or by proxy, of persons holding twenty-five percent (25%) or more of the total votes, as required by the Village Bylaws, unless otherwise expressly provided herein.

Section 12.9 Village Board Meetings; Regular, Special, Emergency, Executive, and Work.

12.9.1 Regular Village Board Meetings. The Village Board shall have a minimum of four (4) Regular meetings a year to do the business of the Village Association. The meetings shall be held on a regular schedule (i.e.; first Tuesday of the month at 10:00 a.m. in a specified location). Schedules may be changed with advance notice to the Members of the Village Association. The Village Members shall be notified of Regular meetings either by mail, Electronic Means, announcements at Regular or Special Meetings, or notification in a publication that goes to all Village Members. All regular meetings of the Village Board shall be open for observation by all Owners of record and their authorized agents. The Annual Meeting may be considered a Regular Meeting of the Board if Board business is conducted for the Village Association. All meetings of the Village Board shall be open for observation by all Unit Owners and their authorized agents, but this right of observation shall not include an entitlement for Unit Owners to participate in Village Board meetings.

12.9.2 Village Board Special Meetings. Special Village Board meetings may be called by the Village President or two (2) Village Directors for a special circumstance. The Village Association Members shall be notified at least five (5) days in advance of the meeting either by mail, Electronic Means, announcements at Regular Meetings or Special Meetings, or notification in a publication that goes to all Village Association Members.

12.9.3 Village Board Emergency Meetings. Village Board Emergency Meetings may be called by the Village President or two (2) Directors under extreme conditions. The Village Association Members need not be notified at the time, but at the next Regular or Special Village Board meeting, the reason for the emergency meeting will be presented and the results of the meeting explained. The emergency meeting may be held in person, or by Electronic Means. If any actions are necessary, motions shall be made in a Regular or Special Meeting.

12.9.4 Village Board Executive Meetings. Village Board Executive Meetings may be called by the Village President or two (2) Directors, and shall be held for personnel issues, Members issues, or legal matters. Actions may be taken in any Executive Session and need not be presented to the general Membership if in the opinion of the Village Board the presentation of the results of the meeting might embarrass someone, cause harm to anyone, or reveal legal issues that should be held in confidence.

12.9.5 Village Board Work Sessions. Work sessions may be called by the President of the Village Association to discuss complicated issues that need clarification and to impart information to the Village Board before actions are taken at a Regular or Special Meeting. No actions may be taken at a Work session. Members of the Village Association may be notified of Village Board Work sessions.

Section 12.10 Audits. The Village Board shall cause the annual audit of the financial statements of the Village Association to be prepared within one hundred eighty (180) days following the end of the preceding fiscal year by a certified public accountant who is not a member of the Village Board or a Unit Owner. The Village Board at any time, or Persons having thirty-five percent (35%) of the votes of the Village Association, may require that an audit of the Village Association and management books be presented at any Special Meeting. A Unit

Owner, at his/her expense, may at any reasonable time conduct an audit of the books of the Village Board and Village Association.

Section 12.11 Books and Records. The Village Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Village Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Village Association shall be available for examination by the Unit Owners, Unit Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time. Parties authorized to examine records may request copies, but must reimburse the Village Association its reasonable expenses in providing those copies.

Section 12.12 Articles of Incorporation and Bylaws. The current Bylaws may be amended by the Village Board by a simple majority or by the affirmative vote of sixty percent (60%) of the votes at any duly called Regular or Special Meeting of the Village Association. However, no Material Amendment of the Articles of Incorporation or Bylaws may be made without the prior written approval of seventy-five (75%) of the Institutional Holders of First Mortgages on Units. Material Amendment shall include only those amendments that would affect the rights or obligations of those Institutional Holders.

ARTICLE 13 NOTICES FOR ALL PURPOSES

Section 13.1 Service of Process. Service of process for the purposes provided in the Act shall be made upon the registered agent of the Village Association as identified by the Washington Secretary of State. The Village Board may at any time designate a different Person for such 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 Village Association.

Section 13.2 Form and Delivery of Notice. All notices given under the provisions of this Declaration, the Bylaws, or the rules and regulations of the Village Association shall be in writing, and may be delivered either personally, by mail, or by Electronic Means. If delivery is made personally or by Electronic Means, it shall be deemed to have been delivered the day sent. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the mail, first class, addressed to the Person entitled to such notice at the most recent address known to the Village Board. Notice to the Owner of any Unit shall be sufficient if mailed or delivered to the Unit if no other mailing address has been given to the Village Board. Notices to the Village Board shall be given to the President or Secretary of the Village Association.

Section 13.3 Notices to Eligible Mortgagees. Any Mortgagee of a Unit may file with the secretary of the Village Board a written request that it be given copies of notices. Until such time thereafter as the Mortgagee withdraws the request and satisfies the Mortgage of record, the Village Board shall send to the requesting Mortgagee a copy of

13.3.1 All notices of meetings of the Village Association;

13.3.2 All other notices sent to the Owner of the Unit covered by the Mortgagee's Mortgage;

13.3.3 Audited financial statements prepared pursuant to Section 12.10;

13.3.4 Notices of any intention of the Village Association to transfer any part of the Common Elements, abandon Condominium status, or terminate Professional Management of the Entire Property;

13.3.5 Prompt notice of any default in a Unit Owner's obligations under any of the documents that create or govern the Condominium, or its rules and regulations, that is not cured within thirty (30) days of the date of default;

13.3.6 Any significant damage to or condemnation of the Entire Property;

13.3.7 Any proposed termination of the Entire Property; and

13.3.8 Any proposed action which requires the consent of a specified portion of the Mortgagees.

Institutional Holders of First Mortgages on Units shall be entitled to notices under Article 22 or Article 23 irrespective of whether they have filed requests for notices. The provisions of this Section 13.3 shall prevail over any inconsistent or contrary provisions in this Declaration or in the Articles of Incorporation or Bylaws.

Section 13.4 Notices to Eligible Insurers or Guarantors. Any Eligible Insurer or Guarantor may file with the Secretary of the Village Board a written request that it be given copies of notices. Until such time thereafter as the Eligible Insurer or Guarantor withdraws the request by further written notice to the Village Board or the Mortgage related thereto is satisfied of record, the Village Board shall send to the requesting Eligible Insurer or Guarantor a copy of all matters listed in clause (13.3.1) through (13.3.8) of Section 13.3.

ARTICLE 14 VILLAGE BOARD OF DIRECTORS

Section 14.1 Village Board of Directors. The Village Association shall be governed by a Board of not less than three (3) Directors. Each Director shall have one vote, which must be cast in person at meetings of the Village Board or by any other method of Board member voting as provided for in RCW 24.03 and subsequent revisions. Only Members in good standing with the Village Association may be elected to the Village Board. Resident Related Parties are eligible to serve as an officer or board member of the Village Board if they are so designated as a voting representative for the Unit. The majority of the Village Board members shall be Owners. Resident Related Parties are eligible to serve as an officer or board member of the Village Board if they are so designated as a voting representative for the Unit.

Section 14.2 Removal of Village Board Members. The Unit Owners, by a two thirds (67%) vote of the voting power in the Village Association present and entitled to vote at any Meeting of the Unit Owners at which a quorum of at least twenty-five percent (25%) is present, may remove any Member of the Village Board with or without cause.

Section 14.3 Vacancies on Village Board. Any Village Board Member who is absent for three (3) consecutive regular Village Board Meetings (except for illness) without a previously communicated excuse, shall be deemed to have resigned from the Village Board. Vacancies in

the Village Board caused by absence as provided above or for any reason other than removal of a Village Board Member by a vote of the Village Association shall be filled by vote of a majority of the remaining Village Board Members, even though they may constitute less than a quorum; and each Person so elected shall be a Village Board Member until a successor is elected at the next Annual Meeting of the Village Association.

ARTICLE 15 AUTHORITY OF THE VILLAGE BOARD

Section 15.1 Adoption of Rules and Regulations. The Village Board is empowered to adopt, amend, and revoke on behalf of the Village Association detailed rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The Umbrella Association is empowered to adopt, amend, and revoke rules and regulations on behalf of the Umbrella Association. The rules and regulations of the Village Association and the Umbrella Association shall be binding upon all Unit Owners and occupants and all other Persons claiming any interest in the Entire Property. The Village Board shall furnish a copy of the then current rules and regulations to all Unit Owners.

Section 15.2 Enforcement of Declaration. The Village Board shall have the power and the duty to enforce the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Village Association for the benefit of the Village Association. This power and duty may be assigned by the Village Board to the Umbrella Association or to the Managing Agent. The failure of any Owner to comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations of the Village Association will give rise to a cause of action in the Village Association (acting through the Village Board) and any aggrieved Unit Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the rules or regulations of the Village Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees.

Section 15.3 Goods and Services. The Village Board shall acquire and pay for as Common Expenses of the Condominium all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium. The Village Board may hire such full-time or part-time employees as it considers necessary.

Section 15.4 Managing Agent. The Village Board may contract with a Managing Agent designated from time to time by the Umbrella Board to assist the Village Board in the management and operation of the Village and the Entire Property.

Section 15.5 Protection of Property. The Village Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Property, settle claims, or otherwise act in what it considers to be the best interests of the Entire Property or the Village Association, including granting easements to utility companies or other third parties, regardless of whether any such easement benefits the Condominium or otherwise. Notwithstanding any of the foregoing, however, the Village Board shall have no authority to acquire and pay for, out of the maintenance fund, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of \$10,000 without first obtaining the affirmative vote of the Owners holding a majority of the votes present or represented at a Meeting called for such purpose, or if

no such Meeting is held, then the written consent of voting Owners having a majority of the votes.

Section 15.6 Owner's Failure to Maintain. If maintenance and repair of any Unit, its appurtenances (including appurtenant Limited Common Elements) and appliances is reasonably necessary in the discretion of the Village Board to protect the Common Elements, or preserve the appearance and value of the Village or the Entire Property, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Village Board to the Owner, then the Village Board may accomplish such repair or maintenance, and the Village Board shall levy a special Assessment against the Unit of such Owner for the cost of such maintenance or repair.

Section 15.7 Borrowing Power of Village Board. In the discharge of its duties and the exercise of its powers as set forth in this Declaration, but subject to the limitations set forth in this Declaration (including Section 15.5), the Village Board may borrow funds on behalf of the Village Association and pledge its future Assessment as collateral for a loan.

Section 15.8 Other Village Board Powers. Unless otherwise limited by this Declaration, or delegated to the Umbrella Association, the Village Board shall have all powers of the Association, including those provided for in RCW 64.34.304 as may be amended. The Village Board may, from common funds of the Village Association, acquire and hold in the name of the Village Association, for the benefit of the Owners, tangible and intangible personal Property and real Property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such Property shall be owned by the Owners in the same proportion as their respective interests in the Common Elements; and such Property shall thereafter be held, sold, leased, rented, Mortgaged or otherwise dealt with for the benefit of the common fund of the Village Association as the Village Board may direct. The Village Board shall not, however, in any case acquire by lease or purchase real or personal Property, except upon a majority vote of the Unit Owners, in the manner specified in Section 15.5. Nothing in this Section 15.8 is intended to otherwise limit the powers of the Village Board otherwise set forth in this Declaration.

Section 15.9 Power of Attorney. Each Owner, by the mere act of becoming an Owner or contract purchaser of a Unit, shall irrevocably appoint the Village Association as its attorney-in-fact, with full power of substitution, to take such action as may be reasonably necessary to promptly perform the duties of the Village Association and Village Board hereunder, including but not limited to the duties to maintain, repair and improve the Property, to deal with the Unit upon damage or destruction, and to secure insurance proceeds otherwise in accordance with this Declaration. The power of attorney so created shall be coupled with an interest and there shall be no necessity of a further writing to accomplish the creation thereof.

Section 15.10 Flat Fees and Charges. The Village Board may, pursuant to Section 6.7 of the Umbrella Declaration, assist the Umbrella Board in the collection, from each Owner, of any flat fee such as the Communiversity Fee (as defined in the Umbrella Declaration) or any other flat fees and charges imposed on Owners. Neither the Village Association nor the Village Board shall be personally liable to pay any Communiversity Fee due to Communiversity Corporation or other flat fee due to the Umbrella Association or any other provider of services in connection with any Unit or the Entire Property. Such fees are an Assessment against individual Units.

Section 15.11 Limitation on Authority of Village Board. The Village Board shall not act on behalf of the Village Association to amend the Declaration in any manner which requires the vote or approval of the Unit Owners pursuant to this Declaration. The Village Board may not terminate the Condominium under the provisions of the Act, or to elect members of the Village Board or determine the qualifications, powers, and duties, or terms of office of members of the Village Board; provided that the Village Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE 16 BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 16.1 Fiscal Year; Preparation of Budget. The Village fiscal year shall be the calendar year. At least sixty (60) days prior to the beginning of each fiscal year, the Village Board shall estimate the charges (including Common Expenses, and any special charges for particular Units) to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. "Common Expenses" includes but is not limited to

16.1.1 Expenses of administration, maintenance, operation, repair or replacement of the Common Elements of the Village Property,

16.1.2 Premiums on all insurance policies required by the Act or this Declaration,

16.1.3 Expenses agreed upon as Common Expenses by the Village Association,

16.1.4 Expenses declared Common Expenses by the provisions of the Act, by the Declaration or by the Village Association's Bylaws or rules as now or hereafter amended; and

16.1.5 All sums lawfully Assessed as Common Expenses against the Unit Owners by the Village Board.

The Umbrella Association may make additional Assessments related to the Entire Property in accordance with the powers delegated to the Umbrella Association. Any Assessments made by the Umbrella Association in its performance of its duties, responsibilities and powers shall be Assessed to the Members of the Umbrella Association in accordance with the Umbrella Declaration.

Without limiting the generality of the foregoing, but in furtherance thereof, the Village Board shall create and maintain from regular monthly Assessments a Reserve Account for maintenance, repair and replacement of those Village Common Elements which can reasonably be expected to require replacement prior to the end of the useful life of the Buildings. The reserve account shall require the signatures of two Village Association Officers to make withdrawals.

16.1.6 The contributions to said reserve account should be calculated so that there are sufficient funds therein to replace each Common Element covered by the fund at the end of the estimated useful life of each Common Element. The minimum funding level for

reserves for a budget adopted by the Village Board should be the amount required to achieve twenty-five percent (25%) Fully Funded. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Village Board may at any time prepare a supplemental budget, which shall be proposed to the Unit owners for ratification as specified in Section 16.2.

Section 16.2 Approval of Budgets. Within thirty (30) days after adoption of any proposed annual or supplemental budget by the Village Board, the Village Board shall provide a summary thereof to all the Unit Owners and shall set a date for a meeting of all the Unit Owners to consider ratification of the annual or supplemental budget, which date shall be not less than thirty (30) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units to which ninety percent (90%) of the votes in the Village Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Village Board of Directors.

Section 16.3 Monthly Assessments.

16.3.1 Basis for Common Assessments. The sums required by the Village Association for Common Expenses as reflected by the Annual Budget and any supplemental budgets approved by the Unit Owners in accordance with Section 16.2 shall be divided into equal installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly installments shall be Assessed to the Units subject to this Declaration and their respective Owners in proportion to the Units' percentages of undivided interest in the Common Elements as set forth on Exhibit C to this Declaration.

16.3.2 Notice of Assessment. The Village Board shall notify each Unit Owner in writing of the amount of the monthly Assessments to be paid for its Unit and shall furnish copies of each budget on which the Assessments are based to all Unit Owners and to all Eligible Mortgagees.

Section 16.4 Payment of Monthly Assessments. Each Owner, by acceptance of a deed to a Unit, whether or not it is so expressed in the deed, is deemed to covenant and agree to pay to the Village Association all Assessments and charges against the Unit pursuant to this Declaration. On or before the first day of each calendar month each Unit Owner shall pay or cause to be paid to the Treasurer of the Village Association the Assessment against their Unit for that month. Any Assessment not paid by the first day of the calendar month for which it is due shall be delinquent and subject to interest charges and collection procedures as provided in Article 17. Any Assessment not paid within thirty (30) days of the date it becomes due, and deemed uncollectible, shall become a Common Expense chargeable to all Unit Owners, including the Foreclosure sale purchaser of any Unit which has failed to pay such Assessment in proportion to the respective percentages of undivided interest in the Common Elements.

Section 16.5 Proceeds Belong to Village Association. All Assessments and other receipts received by the Village Association on behalf of the Unit Owners shall belong to the Village Association.

Section 16.6 Failure to Assess. Any failure by the Village Board or the Village Association to make the Budget and Assessments hereunder before the expiration of any fiscal

year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year, and the monthly Assessment amount established for the preceding year shall continue until a new Assessment is established.

Section 16.7 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Unit, the Village Board will furnish a certificate in recordable form stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Village Board and the Village Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Village Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 16.8 Special Allocation of Assessments. Notwithstanding any other provisions of this Declaration, the Village Board shall specially allocate to the Owners and Units benefited thereby all reserves required for repair, replacement or acquisition of Common Elements which are not common to all Buildings in which Units are located (for example lobbies, elevators, and other unique features of the Building).

ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien; Priority. All unpaid sums Assessed by the Village Association for the share of the Common Expenses chargeable to any Unit and any sums specially Assessed to any Unit under the authority of this Declaration or the Bylaws shall constitute a lien on the Unit and all its appurtenances from the date the Assessment becomes due, until fully paid. The lien for such unpaid Assessments shall be prior to all other liens and encumbrances on a Unit except:

17.1.1 Liens and encumbrances recorded before the recording of the Declaration;

17.1.2 A Mortgage on a Unit recorded before the date on which the Assessment sought to be enforced became delinquent (except to the extent provided in Section 17.2);

17.1.3 Liens for real Property taxes and other governmental Assessments or charges against the Unit. A lien under this Article 17 is not subject to the provisions of RCW 6.13; and

17.1.4 As provided in RCW 64.34.364.

17.1.5 Liens by the Village Association have equal priority with liens by the Umbrella Association against the same Unit.

Section 17.2 Special Priority Rules for Mortgagees. The Assessment lien shall be prior to any Mortgage to the extent of Assessments for Common Expenses based on the Annual Budget provided in Article 16 above, excluding any amounts for Capital Improvements, which became due during the six (6) months immediately preceding the date of the sale under a Foreclosure proceeding; provided, that the priority of the Assessment lien against a Unit encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given

the Village Association a written request for a notice of delinquent Assessments shall be reduced by up to three (3) months if and to the extent that the Assessment lien includes delinquencies which relate to a period which is

17.2.1 After the Mortgagee becomes an Eligible Mortgagee or requests notice of delinquent Assessments, and

17.2.2 Before the Village Association gives the Mortgagee in question written notice of the delinquency.

If the Village Association forecloses its lien non-judicially pursuant to Chapter 61.24 RCW, the Village Association shall not be entitled to the limited lien priority provided by this Section 17.2 vis-à-vis the lien of any Mortgage. Any Mortgagee may pay any unpaid Assessments payable with respect to the Unit on which such Mortgagee has a Mortgage, and upon such payment, the Mortgagee shall have a lien on the Unit for the amount paid of the same rank as its Mortgage.

Section 17.3 Lien May Be Foreclosed. Any Assessment lien may be enforced judicially by the Village Association or its authorized representative in the manner set forth Chapter 61.12 RCW. In addition, any such Assessment lien may be enforced non-judicially in a manner set forth in Chapter 61.24 RCW. Pursuant to Section 64.34.364(9) of the Act, each Unit is hereby granted to First American Title Insurance Company, or another appropriate trustee company as designated by the Village Board, in trust, with power of sale, to secure the obligations of Unit Owners to the Village Association for the payment of all amounts due hereunder, including all Assessments. The Units are not used principally for agricultural or farming purposes. The power of sale provided for above shall be operative in the case of a default in any Unit Owner's obligation to pay off any amounts due under this Declaration to the Village Association, including all Assessments.

Section 17.4 Assessments Are Personal Obligations. In addition to constituting a lien on the Unit and all its appurtenances, all sums Assessed by the Village Association chargeable to any Unit, together with interest, late charges, costs and attorney fees in the event of delinquency, shall be the joint and several personal obligations of the Owner of the Unit when the Assessment is made and its grantees. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.5 Deed in Lieu of Foreclosure. In a voluntary conveyance in lieu of Foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

Section 17.6 Appointment of Receiver. From the time of commencement of an action by the Village Association to foreclose a lien for non-payment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Village Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorney fees, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees,

and charges of the Foreclosure action, and then to payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Village Association of the foregoing right shall not affect the priority of pre-existing liens on the Unit.

Section 17.7 Liability of Purchaser at Foreclosure Sale. Except as provided in Section 17.2 above, any Mortgagee or other purchaser of a Unit who obtains the right of possession of the Unit through Foreclosure shall not be liable for Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior owner of personal liability for Assessments accruing against the Unit prior to the date from such sale.

Section 17.8 Late Charges and Interest on Delinquent Assessments. The Village Board may from time to time establish late charges and a rate of interest to be charged on Assessments that may thereafter become delinquent. In the absence of another established, non-usurious rate, delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum. If a monthly Assessment against a Unit is not paid when due, the Managing Agent or the Village Board may elect to declare all monthly Assessments against the Unit for the remainder of the fiscal year to be immediately due and payable.

Section 17.9 Recovery of Attorney Fees and Costs. In any action to collect delinquent Assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorney fees and all costs and expenses reasonably incurred in connection with prosecuting the action, including any appeal, in addition to taxable costs permitted by law.

Section 17.10 Termination of Utility Service. In addition to and not by way of limitation upon other methods of collecting any Assessments, the Village Board shall have the right (but shall have no obligation), after having given 10 days' notice to any Unit Owner who is delinquent in paying his Assessments, to cut off any or all utility services to the delinquent Owner's Unit until such Assessments are paid.

Section 17.11 Security Deposit. A Unit Owner who has been delinquent in paying the monthly Assessments for three (3) of the five (5) preceding months may be required by the Village Board, from time to time, to make and maintain a security deposit not in excess of three (3) months estimated monthly Assessments, which may be collected and subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten (10) days or more delinquent in paying the monthly or other Assessments.

Section 17.12 Remedies Cumulative. The remedies provided herein are cumulative and the Village Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 17.13 Statement of Delinquencies. Upon written request, the Village Association shall furnish to a Unit Owner or a Mortgagee a statement signed by an Officer or authorized agent of the Village Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after the receipt of

the request and is binding upon the Village Association, the Village Board of Directors, and every Unit Owner, unless and to the extent known by the recipient to be false.

Section 17.14 Joint Collections. The Village Association may delegate its authority to collect Assessments to the Umbrella Association. If the Umbrella Association collects Assessments on behalf of the Village Association, the costs of collection shall be shared equally between the Umbrella Association and the Village Association. However, if the Assessment being collected is a special Assessment, the Assessing entity shall bear all costs of collection.

ARTICLE 18 FAILURE OF VILLAGE BOARD TO INSIST ON STRICT PERFORMANCE – NO WAIVER

The failure of the Village Board in any instance to insist upon the strict compliance with this Declaration, the Bylaws, or the rules and regulations of the Village Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Village Board of payment of any Assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Village Board of any requirement shall be effective unless expressed in writing and signed on behalf of the Village Board.

ARTICLE 19 LIMITATION OF LIABILITY

Section 19.1 Liability for Utility Failure or Other Services. Except to the extent covered by insurance obtained by the Village Board, neither the Village Association nor the Village Board (nor the Managing Agent, nor the Board of Directors) nor the Umbrella Association nor the Umbrella Board (nor its Village Board of Directors nor its Managing Agent) shall be liable for: any failure of any utility or other service to be obtained and paid for by the Village Board, or for injury or damage to Person or Property, including death, caused by or resulting from failure of any fire alarm system, emergency medical notification service system, or the like, or the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.2 No Personal Liability. So long as a Village Board Member, or Village Association committee Member, or Village Association Officer, or the Managing Agent has acted with reasonable and ordinary care, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Village 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 19.2 shall not apply where the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Village Board or the Umbrella Association Board.

Section 19.3 Not an Indemnity. This Article 19 is not intended as an indemnity agreement falling within the scope of RCW 4.24.115. If, however, this Article 19 is judicially

interpreted as an indemnity, then the limitations of liability contained in Sections 19.1 and 19.2 above shall be deemed to limit the liability of the Persons and entities protected by said Sections solely to the extent such liability arises out of the acts of others.

ARTICLE 20 INDEMNIFICATION

Section 20.1 Indemnification. Each Village Board member and Village Association committee Member and Village Association Officer, and the Managing Agent (collectively and individually, "Indemnitee") shall be indemnified by the Village Association against all expenses and liabilities, including attorney fees, reasonably incurred or imposed in connection with any proceeding, dispute, or settlement thereof to which Indemnitee may be a party, or in which Indemnitee may become involved, by reason of any individual Indemnitee's status as Village Association committee Member, Village Association Officer, or Village Board Member, whether or not the individual Indemnitee holds such position at the time such expenses or liabilities are incurred, or by reason of any corporate Indemnitee's connection to this Condominium in any capacity whatsoever. The indemnification set forth in the preceding sentence shall not apply:

20.1.1 To the extent such expenses and liabilities are covered by insurance;

20.1.2 With regard to acts or omissions that involve intentional misconduct by a Village Indemnitee, or a knowing violation of law by an Indemnitee;

20.1.3 With regard to any transaction from which an Indemnitee will personally receive a benefit in money, Property, or services to which the Indemnitee is not entitled;

20.1.4 If Indemnitee is adjudged guilty of willful malfeasance in the performance of Indemnitee's duties; and

20.1.5 Unless the Village Board approves such settlement and reimbursement as being for the best interest of the Village Association.

Section 20.2 Negligence. If such liability and expense arise out of the concurrent negligence of Indemnitee and the Village Association, this indemnity shall still apply, but if specifically required by statute, RCW 4.24.115, then this indemnification shall apply only to the extent Indemnitee's liability arises out of the negligence of Village Association, or out of the negligence of a third party.

ARTICLE 21 INSURANCE

Section 21.1 General Requirements. The Village Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) Property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) worker's compensation insurance to the extent required by applicable laws, (e) Directors and Officers liability insurance, and (f) such other insurance as the Village Board deems advisable. The Village Association may delegate procurement of insurance to the Umbrella Association. The Village Board shall review the adequacy of the Village Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of Federal National Mortgage Association ("FNMA"), Housing and Urban

Development (HUD), Federal Home Loan Mortgage Corporation ("FHLMC"), and Veteran's Administration (VA) regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Village Association shall continuously maintain in effect Property and liability insurance that meets the insurance requirements for Condominium projects established by FNMA, HUD, FHLMC, and VA so long as any of them is a holder of a Mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by such entity. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least forty-five (45) days prior written notice (ten {10 } days for cancellation for nonpayment of premium) to the Village Association as the first named insurance therein and any First Mortgagee of a Unit.

Section 21.2 Property Insurance; Deductible; Owner Responsibility.

21.2.1 The Property insurance shall, at the minimum and subject to such reasonable deductible as the Village Board may determine, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, the Units, the limited Common Elements, the interior partitions, equipment, fixtures, betterments and improvements in or serving the Units installed by the Declarant or by Owners intended as a permanent part of the Unit and personal Property of the Village Association with "Agreed Amount Endorsement" or its equivalent, and, FNMA, HUD, FHLMC, and VA, construction code endorsements, such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA, HUD, FHLMC, and VA deems necessary and are available so long as any of them are a Mortgagee or Owner of a Unit.

21.2.2 The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, in the discretion of the Village Board, cover loss due to earthquake, flood, or terrorism. The named insured shall be the Village Association, as trustee for each of the Owners in the percentages established in Article 8. The Village Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with their percentages of undivided interest in the Common Elements and Facilities appertaining to the Owner's Unit.

21.2.3 The policy or policies shall provide that, notwithstanding any provisions thereof, which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Village Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Village Association may be a party, or any requirement of law.

21.2.4 Certificates of insurance shall be issued to each Owner and Mortgagee upon request.

21.2.5 Up to the amount of the standard deductible under the Village Association's policy (but not the deductible for earthquake, flood or terrorism) or for damages otherwise uninsured, each Owner of a Unit shall be responsible for (a) damage limited solely to damage to the Owner's Unit or the Limited Common Areas assigned to the Unit; (b) damage resulting from negligence, carelessness, or intentional action on the part of the Owner or his/her tenant, or the family, employees, agents, visitors, or licensees of that Owner or his/her tenant; or (c) damage caused by something within the control of or for which the Owner or his/her tenant,

family, employees, agents, visitors, or licensees of that Owner or his/her tenant has the maintenance and/or repair responsibility, which includes damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, fire suppressors, sinks, bathtubs, toilets, dishwashers, and washers, including any connecting hoses or drains in or serving only the Owner's Unit and all other Owner maintenance and/or repair responsibilities as described in Section 10.3. Uninsured damage which exceeds the amount of the standard deductible under the Village Association's policy shall be governed by Article 22 of the Village Declaration. Only the Village Board, in its sole discretion, is authorized to file claims under the Village Association's policy. Each Owner of a Unit shall promptly advise the Village Association in writing of any betterment or improvement intended as a permanent part of the Unit costing \$10,000 or more.

Section 21.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Village Board, the Village Association, the Owners, and the Managing Agent, and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Village Association or of another Owner, and shall cover liability of the insureds for Property damage, bodily injury, and death of Persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential Condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location, and use, the amount as determined by the Village Board of Directors.

Section 21.4 Insurance Claims; Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Sections 21.2 and 21.3 shall be the Village Association, as trustee for each of the Owners in accordance with their percentages of undivided interest in the Common Elements and Facilities. All claims made against the Village Association's insurance policy must be approved and filed by the Village Board or its Managing Agent. The insurance proceeds may be made payable to any trustee with which the Village Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 21.8, the proceeds must be disbursed first for the repair or restoration of the damaged Property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Village Association, or any insurance trustee or successor trustee designated by the Village Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

Section 21.5 Additional Policy Provisions. The insurance obtained pursuant to Sections 21.2 and 21.3 shall contain the following provisions and limitations:

21.5.1 Each Owner is an insured Person under the policy with respect to liability arising out of the Owner's percentage of undivided interest in the Common Elements and Facilities or Membership in the Village Association.

21.5.2 Such policies shall not provide for contribution by or Assessment against Mortgagees or become a lien on the Property superior to the lien of a First Mortgage.

21.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Village Association's policy provides primary insurance.

21.5.4 Coverage shall not be prejudiced by (a) any act, or omission, or neglect of the Owners of Units when such act, omission, or neglect is not within the scope of the Owner's authority on behalf of the Village Association, or (b) failure of the Village Association to comply with any warranty or condition with regard to any portion of the premises over which the Village Association has no control.

21.5.5 Coverage may not be canceled or substantially modified without at least thirty (30) days prior written notice (ten {10} days for cancellation for nonpayment of premium) to the Village Association as the first named insurance and any First Mortgagee of a Unit.

21.5.6 A waiver of subrogation by the insurer as to any and all claims against the Village Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

21.5.7 A standard Mortgagee clause which shall:

21.5.7.1 Provide that any reference to a Mortgagee in the policy shall mean and include all Mortgages of any Unit or Unit lease in their respective order of preference, whether or not named therein;

21.5.7.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Village Board or Owners or any Persons acting under the authority of any of such Persons;

21.5.7.3 Waive any provision invalidating such Mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

21.5.7.4 Provide that, without affecting any protection afforded by such Mortgagee clause, any proceeds payable under such policy shall be payable to the Village Association or the insurance trustee.

Section 21.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of Officers, Directors, Trustees, and employees of the Village Association or the Managing Agent and all other Persons who handle or are responsible for handling funds of or administered by the Village Association. All such fidelity insurance shall name the Village Association as an obligee, and shall be not less than the amount of all reserve accounts for the Entire Property, plus three (3) months of regular Assessments. The policy shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be canceled or substantially modified (including

cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the Village Association as the first named insured.

Section 21.7 Individual Insurance Policy for Owner. Each Owner of a Unit shall be required to obtain and maintain standard Condominium Unit Owners insurance. The minimum coverage for an Owner policy shall not be less than the amount of the deductible for the Umbrella or Village Association's policy of Property (Building) insurance, or any greater amount as may be established by the Village Board. Proof that such insurance has been obtained shall be delivered to the Village Association at the closing of the sale of each Unit. The Village Association shall have the right but not the obligation to monitor the maintenance of such insurance by Owners and shall have the right, but not the obligation, to obtain such insurance for an Owner if the Owner fails to obtain or maintain such insurance and specially Assess the cost to the Owner.

Section 21.8 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Village Association pursuant to Article 22 unless: (a) the Village Association is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) Owners holding at least eighty percent (80%) of the votes in the Village Association, including every Owner of a Unit or limited Common Elements which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of the portion for which an Owner is responsible under Section 21.2, insurance proceeds and available reserves is a Common Expense. The Owner shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Unit(s) are not repaired or replaced:

21.8.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Units/Buildings;

21.8.2 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those limited Common Elements were allocated, or to lienholders, as their interests may appear; and

21.8.3 The remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to their percentage of undivided interest in the Common Elements and Facilities for each Unit.

If the Owners vote not to rebuild any Unit, that Unit's proportion of undivided interest in the Common Elements and Facilities allocated are automatically reallocated upon the vote as if the Unit had been condemned under any state or local health or safety statute or ordinance, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Section 21.8 governs the distribution of insurance proceeds of the Village Association if terminated.

ARTICLE 22 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 22.1 Initial Village Board Determination. In the event of Damage to any Common Elements or to any portion of a Unit or its limited Common Elements, equipment, or appliances covered by the Association's insurance policy, the Village Board shall promptly, and in all events within thirty (30) days after the date of Damage, make the following determinations with respect thereto, employing such advice as the Village Board deems advisable:

22.1.1 The nature and extent of the Damage, together with an inventory of the improvements and Property directly affected thereby.

22.1.2 A reasonably reliable estimate of the cost to repair the Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

22.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

22.1.4 The amount to be paid by any Owner with respect to Damage or loss within the Owner's Unit or as otherwise provided by Section 22.2 of this Declaration.

22.1.5 The amount of available reserves or other Village Association funds, although the Village Board is not required to use any reserves or other Village Association funds; and

22.1.6 The amount, if any, by which the estimated cost of repair exceeds the amount to be paid by any Unit Owner (under Section 22.2 or any other requirement of this Declaration), expected insurance proceeds and available reserves or other Village Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and Assessed against all the Units in proportion to their Common Expense Liabilities.

Section 22.2 Notice of Damage. The Village Board shall promptly, and in all events within thirty (30) days after the date of Damage, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Village Board determines it would not be in the best interest of the Village Association to file a proof of loss. If the Village Board does not proceed with repair to the Damage, the Village Board shall then provide each Unit Owner with a written notice describing the Damage and summarizing the initial Village Board determinations made under Section 22.1. If the Damage affects a material portion of the Village Property, the Village Board shall also send the notice to each Eligible First Mortgagee; and if the Damage affects a Unit, the Village Board shall send the notice to the Eligible First Mortgagee of that Unit. If the Village Board fails to do so within the thirty (30) day period, any Owner or Mortgagee may make the determinations required under Section 22.1 and give the notice required under this Section 22.2.

Section 22.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work.
As used in this Section:

22.3.1 "Damage" shall mean all kinds of damage, whether of slight degree or total destruction resulting from an Occurrence or an Event and shall not include construction defects, deterioration, or wear and tear. "Occurrence" or "Event" shall mean a sudden and unexpected event such as a storm, a tree falling, or a pipe bursting.

22.3.2 "Substantial Damage" shall mean that in the judgment of the Village Board, the estimated Village Assessment determined under Subsection 22.1.6 for any one Unit exceeds 5% of the value of the Unit before the Damage occurred, as determined by the then current Assessment for the purpose of real estate taxation.

22.3.3 "Repair" shall mean restoring the Unit(s) to substantially the condition they were in before they were damaged, with each Unit and the Common Elements and limited Common Elements having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

22.3.4 "Emergency Work" shall mean work that the Village Board deems reasonably necessary to avoid further Damage or substantial diminution in value to the improvements and to protect the Unit Owners from liability due to the condition of the site.

Section 22.4 Execution of Repairs.

22.4.1 The Village Board shall promptly repair the Damage and use the available insurance proceeds therefore as provided in Article 21; but only the Village Board may authorize a claim under the Village Association's insurance policy. If the cost or repair exceeds the amount to be paid by a Unit Owner's anticipated insurance proceeds, and available reserves or other Village Association funds, the Village Board shall impose Assessment(s) against all Units in proportion to their Common Expense Liabilities in an aggregate amount sufficient to pay the excess costs.

22.4.2 The Village Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Village Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Village Board may authorize the insurance carrier to make the repairs if the Village Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

22.4.3 The Village Board may enter into a written agreement with a reputable financial institution, trust or escrow company and that institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in the amount determined by the Village Board, or shall collect the insurance proceeds and carry out the provisions of this Section.

Section 22.5 Damage not Substantial. If the Damage is not Substantial Damage as determined under subsection 22.3.2, provisions of this Section 22.5 shall apply.

22.5.1 Either the Village Board or the requisite number of Unit Owners, within thirty (30) days after the notice required under Section 22.2 has been given, may, but shall not be required, to call a special Owners Meeting in accordance with the Bylaws to decide whether to repair the Damage.

22.5.2 Except for emergency work, no repairs shall be commenced until after the thirty (30) day period and until after the conclusion of the special Meeting if such a meeting is called within the thirty (30) days.

22.5.3 A decision to not repair or rebuild may be made in accordance with Section 22.6. A failure to call a special Owners Meeting shall be considered a unanimous decision to repair the Damage as determined by the Village Board.

Section 22.6 Substantial Damage. If the Damage determined under subsection 22.3.2 is deemed to be Substantial Damage, the provisions of this Section shall apply.

22.6.1 The Village Board shall promptly, and in all events within thirty (30) days after the date of Damage, call a special Owners Meeting to consider repairing the Damage. If the Village Board fails to do so within thirty (30) days, then notwithstanding the provisions of the Bylaws, any Owner or First Mortgagee may call and conduct the Meeting.

22.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners Meeting.

22.6.3 At the Owners special Meeting to determine consent, the following consent requirements will apply:

22.6.3.1 The Owners shall be deemed to have elected to repair the Damage to the condition existing prior to the Damage unless the Owners of at least eighty percent (80%) of the total voting power of the Village Association, including every Owner of a Unit which will not be rebuilt and every Owner of a Unit to which a limited Common Element which will not be rebuilt is allocated, have given their written consent not to repair the Damage.

22.6.3.2 Eighty percent (80%) consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the condition existing prior to the Damage.

22.6.3.3 In addition to the consent by the Owners specified above, any election not to repair the Damage or not to rebuild substantially to the condition existing before the Damage will require the approval of First Mortgagees of Units to which greater than fifty percent (50%) of the votes in the Village Association are allocated.

22.6.3.4 Failure to conduct the Special Meeting provided for under subsection 22.6.1 within ninety (90) days after the date of Damage shall be deemed a unanimous decision to repair the Damage to the condition existing prior to the Damage.

Section 22.7 Effect of Decision Not to Repair. In the event of a decision under either Subsection 22.5.3 or 22.6.3 not to repair the Damage, the Village Board may nevertheless expend so much of the insurance proceeds and common funds as the Village Board deems reasonably necessary for emergency work (which emergency work may include but is not

necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the Property shall thereafter be held and distributed as provided in Section 21.8.

ARTICLE 23 CONDEMNATION

Section 23.1 Consequences of Condemnation: Notices. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority (referred to herein as a "taking"), written notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each First Mortgagee, and the provisions of this Article 23 shall apply.

Section 23.2 Proceeds. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Village Association.

Section 23.3 Complete Taking. If the Entire Property is taken, the Unit Ownership shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to their respective percentages of undivided interest in the Common Elements. Each Owner's share shall be applied first to the payment of all Mortgages and liens on the interest of such Owner in accordance with the existing priorities, and any remaining balance of each share shall be distributed to the Owner.

Section 23.4 Partial Taking. If less than the Entire Property is taken, the Unit Ownership shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award determined in the following manner:

23.4.1 As soon as practicable the Village Board shall, reasonably and in good faith, allocate the Condemnation Award among compensation for Property taken, severance damages, or other proceeds, and shall make the further sub-allocations described below:

23.4.1.1 Compensation for Property Taken. The Village Board shall apportion the compensation for Property taken between amounts allocable to taking of the Common Elements, and amount allocable to Units or portions thereof. Amounts allocated to taking of Common Elements and not affecting any Unit shall be apportioned among Owners in proportion to their respective undivided interests in the Common Elements. The amounts allocated to the taking of or injury to a particular Unit or portion thereof shall be apportioned to the Owner of that Unit.

23.4.1.2 Severance Damages. The total amount allocated to severance damages shall be apportioned among the Units or portions thereof that were not taken in accordance with their respective undivided interest in the Common Elements.

23.4.1.3 Other Proceeds. The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Village Board determines to be equitable in the circumstances.

23.4.2 If an allocation of the Condemnation Award has already been established in negotiation, judicial decree, or otherwise, then in apportioning the Condemnation Award the Village Board shall employ that allocation to the extent it is relevant and applicable.

23.4.3 Distribution of apportioned proceeds shall be made to the Owners and their respective Mortgagees in the manner provided in Section 23.3.

Section 23.5 Reduction of Condominium Upon Partial Taking.

23.5.1 Units Taken Not Subject to Condominium Status. If one or more of the Units or portions thereof and their appurtenant Common Elements are taken in a partial condemnation, and the condemning authority does not agree to hold the Unit(s) and its (their) appurtenant Limited Common Elements so taken subject to the Act, this Declaration and the Village Association's Articles of Incorporation, Bylaws and rules and regulations, then the Units or portions thereof and their appurtenant Limited Common Elements and Common Elements so taken shall thereafter be totally excluded from the Act, the Declaration and the Village Association's Articles of Incorporation, Bylaws and rules and regulations, and only those Units or portions thereof and their appurtenant Limited Common Elements and the Common Elements that were not taken by the condemning authority shall then constitute the Condominium. Any Limited Common Elements which were appurtenant to a Unit which are not also taken shall become Common Elements of the Condominium.

23.5.2 Adjustment of Percentage of Undivided Interest. The remaining Units' percentages of undivided interest in the Common Elements shall be recalculated on the basis of areas stated for them in Exhibit C.

23.5.3 Correction of Public Records. The Village Board, as soon as practicable, shall record in the records of King County, Washington, such corrections to the Declaration and the Survey Map and Plans as are necessary accurately to state the revised percentages of the undivided interest in the Common Elements and the revised legal description and survey of the Property resulting from such partial taking.

Section 23.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 22 above for repair of damage, provided that the Village Board may retain and apply such portion of each Owner's share of the Condemnation Award as is necessary to discharge the Owner's liability for any Special Assessment arising from the operation of Article 22.

ARTICLE 24 EASEMENTS AND RECIPROCAL RIGHTS

Section 24.1 In General. Each Unit has an easement in and through each other Unit and the Common Elements and the Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium. In addition, each Unit is granted an easement to which each other Unit and all the Common Elements and the Limited Common Elements are specifically subject for the location and maintenance of electrical wiring and plumbing and any other systems, equipment and facilities benefiting such Unit, including heat pump. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements and Facilities reserved by law.

Section 24.2 Encroachments. Each Unit and all Common Elements are hereby declared to have an easement over all adjoining Units and Common Elements for a purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, settlement, shifting, or movement of any portion of the Condominium, repairs, or any other similar cause, and any encroachment due to Building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units, areas, and facilities so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section 24.2 shall not be construed to be encumbrances affecting the marketability of title to any Unit.

Section 24.3 Non-Exclusive Easements. Subject only to specific limiting provisions (24.1) of this Village Declaration, Bylaws, and Rules and Regulations or (24.2) in the case of an Umbrella and Village Property subject to the Condominium Act, set forth in or arising out of a Condominium Declaration or the Condominium Act and having to do with the restricted use of particular limited Common Elements (as defined in the applicable Condominium Declaration), the Village Association hereby grants, reserves and declares for the benefit of the present and future Owners, of all or any part of the Village Property, and Umbrella Property, and each of their grantees, tenants, successors, heirs, executors, administrators, and assigns, the following non-exclusive easements:

24.3.1 An easement to install on the surface, and to have access to, and to tie into using underground lines, a heat pump exchange unit or air conditioning unit and related equipment and housing located in an area reasonably approved by the Umbrella Board, such easement to be enjoyed by the Unit Owner or Unit Owners during such times as each such Owner wishes to have its Unit benefited by a heat pump exchange unit; and

24.3.2 An easement from the Village Property onto any Umbrella Property and from any Umbrella Property onto the Village Property for purposes of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, settlement, shifting, or movement of improvements, repairs, or any other similar cause, and any encroachment due to Building overhang projection, together with an easement for the maintenance of the encroaching improvements, areas and facilities so long as the encroachments shall exist, and the rights and obligations of Owners, the Village Association or Umbrella Association shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created if the encroachment was caused by the willful act with full knowledge of the encroaching Owner.

Section 24.4 Survival. All easements set forth in or arising out of this Article 24 shall be perpetual, shall run with the land, and shall bind each and every Owner thereof for the benefit of every other Owner or Person intended to be benefited thereby, and shall survive any termination, whether voluntary or involuntary, of this Declaration.

ARTICLE 25 ROLE OF, AND INTEGRATION OF ENTIRE PROPERTY THROUGH UMBRELLA ASSOCIATION

Section 25.1 Role of Umbrella Association. The Umbrella Property contains facilities (such as roads, recreational facilities, maintenance facilities, security guard kiosk, and greenbelt), that are necessary or convenient for the economical and pleasurable enjoyment of the Entire Property. To permit the continued availability of those facilities to the Owners and occupants of this Village, the Umbrella Association is authorized by the Umbrella Declaration and by its Articles of Incorporation and Bylaws to operate, preserve, maintain, repair, replace and manage the Umbrella Property and any and all facilities and Improvements thereon on behalf of and for the common benefit of the Owners and occupants of the Entire Property. This Declaration is and shall forever remain subject and subordinate to the Umbrella Declaration and the Articles of Incorporation and Bylaws of the Umbrella Association, as they or either of them may hereafter be amended from time to time, all of which shall be binding upon and inure to the benefit of this Entire Property and all Owners.

Section 25.2 Submission to Umbrella Association. The Village Association, each Owner, and all Persons who now own or hereafter acquire an interest in or occupy any of the Property, including any Unit, by accepting a deed, lease or other conveyance, or entering into occupancy, hereby fully, completely and unconditionally submit themselves to, and agree to be bound by, each and every term, covenant, condition, restriction, easement and reservation of the Umbrella Declaration, the Articles of Incorporation and Bylaws, of the Umbrella Association and all rules and regulations duly adopted by the Umbrella Association or the Umbrella Board, as they or any of them are now or hereafter exist, including, but not limited to, the power of the Umbrella Association to levy and enforce the collection of Assessments against its Members and Owners.

Section 25.3 Delegation to Umbrella Association of Specified Authority. The delegation of authority to the Umbrella Association, or pursuant to Section 15.4 (Managing Agent), shall include all powers and duties of the Village Association and the Village Board which are incidental to, or necessary or convenient with regard to, the powers so delegated. The Umbrella Association or the Umbrella Board alone, and not this Village Association or the Village Board of this Village Association, shall exercise such powers or undertake such duties except insofar as the Umbrella Board or the Umbrella Association from time to time declines to exercise the powers and rights delegated to either of them by this Declaration. The following powers are delegated to the Umbrella Board:

25.3.1 Adopt and amend rules and regulations related to the use of the Property, Common Elements and limited Common Elements outside of the Buildings;

25.3.2 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors for maintenance of the Village Property other than the Buildings;

25.3.3 Make contracts and incur liabilities, except that the Village shall retain authority regarding Building maintenance, repair and restoration;

25.3.4 Regulate the use, maintenance, repair, replacement, and modification of Common Elements, except that the Village shall retain such authority regarding the Buildings;

25.3.5 Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

25.3.6 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than limited Common Elements described in RCW 64.34.204 (2) and (4), and for services provided to Unit Owners, except that the Village shall also have this same powers related to the Buildings;

25.3.7 Impose and collect charges for late payment of Assessments pursuant to RCW 64.34.364(13) and, after notice and an opportunity to be heard by the Board of Directors or by such representative designated by the Board of Directors and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board of Directors, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board of Directors and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association, except that the Village shall also have this power as relates to the Buildings and Common Elements within the Village Condominium;

25.3.8 Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425, and statements of unpaid Assessments, except that the Village will also have this right if separate resale certificates are required;

25.3.9 Exercise any other powers necessary and proper for the governance and operation of the Providence Point community as a whole.

Section 25.4 Right to Delegate Other Powers of the Village Association to Umbrella Association. The Village Association or the Village Board shall have the full and complete power and authority to delegate to the Umbrella Association and the Umbrella Board any other portion of the powers and duties of the Village Association or the Village Board not delegated above, by written agreement that is mutually acceptable to the Village Board and the Umbrella Association. Any such delegation shall automatically include all powers and duties of the Village Association and the Village Board which are incidental to, or necessary or convenient with regard to, the powers so delegated. All provisions of this Declaration for the protection of the Village Association, the Village Board or the Members of the Village Association shall be extended to and shall apply to the Umbrella Association, the Umbrella Board, its Members and agents with regard to their actions taken pursuant to any delegation of powers and duties (including the delegation referenced in Section 25.3). To the extent responsibilities respecting Common Elements are delegated to the Umbrella Association or the Umbrella Board, its or their rules and regulations regarding such Common Elements shall be controlling, provided that copies of such rules and regulations and amendments thereto are furnished to Unit Owners.

ARTICLE 26 PROCEDURES FOR SUBDIVIDING OR COMBINING

Section 26.1 Submission of Proposal. No Unit, Units, or Common Elements shall be subdivided or combined, either by agreement or legal proceedings, except as provided in this Article 26. Any Unit Owner may propose subdividing or combining of any Unit or Units, or Common Elements, by submitting the proposal in writing to all other Unit Owners and the Mortgagees of the Units to be subdivided or combined. If the proposal contemplates the subdivision of any Unit, the proposal must also be given to every First Mortgagee of any Unit in

the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Survey Map and Plans.

Section 26.2 Approval Required for Subdivision. A proposal that contemplates subdivision of any Unit, its appurtenant Limited Common Elements, or other Common Elements, will be accepted only if approved in writing by all Owners and Mortgagees of the Unit or Units to be subdivided (if subdivision of a Unit is contemplated), the Owners of eighty percent (80%) of the undivided interest in the Common Elements held by Owners and every First Mortgagee.

Section 26.3 Approval Required for Combination. A proposal that contemplates only combination of Units without subdividing any of them will be accepted if approved in writing by the Owners of sixty percent (60%) of all owners and all of the Owners and Mortgagees of the Units to be combined. A combined unit shall have the percentage ownership of the Common Elements and the percentage of common expenses liability of the units combined.

Section 26.4 Procedure After Approval. Upon approval of the proposal, the Owner making it may proceed according to the proposed plans and specifications; provided that the Village Board may in its discretion require that the Village Board administer the work or that provisions for the protection of other Units or Common Elements or that reasonable deadlines for completion for the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed on record as amendments thereto. The Unit Owner who has proposed the subdivision or combination of a Unit shall be responsible for any costs associated with the subdivision or combination, including but not limited to costs of conducting a vote of the Unit Owners and costs of recording an amendment to this Declaration.

ARTICLE 27 AMENDMENTS OF DECLARATION, SURVEY MAP AND PLANS

Section 27.1 Submission to a Vote by the Association. Any Unit Owner may propose amendments to this Declaration, the Survey Map, or the Plans (collectively, for the purposes of this Article 27, the "Declaration") to the Village Board. A majority of the Members of the Village Board may cause a proposed amendment to be submitted to the Members of the Village Association for their consideration. If an amendment is proposed by Owners of twenty percent (20%) or more of the Units in the Condominium, then, irrespective of whether the Village Board concurs in the proposed amendment, it shall be submitted to the Members of the Village Association for their consideration at their next Regular or Special Meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a Meeting of the Village Association or by written consent of the requisite number of Persons entitled to vote; after notice has been given to all Persons (including Mortgagees) entitled to receive notice of a meeting of the Village Association.

Amendments that combine units, reallocate limited Common Elements between units, or are made for the correction of typographical errors may be made with the approval of the Board and any affected unit.

Section 27.2 Amendments Which Require the Consent of Ninety Percent (90%) of the Unit Owners and of the Owner of the Unit Particularly Affected. No amendment may increase the number of Units, change the boundaries of any Unit, the percentage of undivided interest in

the Common Elements, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected, and the Owners of ninety percent (90%) of the Units.

Section 27.3 Consent for Amendments Not Otherwise Provided For. Any amendment of the Declaration for which no other level of voting or other approval is provided for by the Declaration or the Act shall require the approval of sixty-seven percent (67%) of the Unit Owners.

Section 27.4 Execution and Recording of Amendments. Amendments to the Declaration shall be prepared, executed, recorded, and if necessary certified, on behalf of the Village Association by an Officer of the Village Association designated for that purpose or in the absence of designation, by the President of the Village Association.

Section 27.5 Requirement of Mortgagee Approval. In addition to other provisions of this Declaration and of the Act, the prior written approval of seventy-five percent (75%) of the Institutional Holders of First Mortgages on Units (determined on the basis of the number of Mortgages held) will be required for any Material Amendment of this Declaration, the Articles of Incorporation, or the Bylaws including, but not limited to, any amendment falling under Section 27.2 above. A Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to such request, provided the request was delivered by certified or register mail, return receipt requested.

ARTICLE 28 ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS

Except in cases of substantial damage to the Property as provided in Article 22, the Condominium status of the Property shall not be abandoned or terminated by reason of any act or omission by the Owners or the Village Association except with the consent of eighty percent (80%) of the Unit Owners, and sixty-seven percent (67%) of all First Mortgagees (counted on the basis of the number of Units on which First Mortgages are held) and in accordance with the procedures specified in the Act.

ARTICLE 29 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 or, as covenants, affect the common plan.

ARTICLE 30 PARLIAMENTARY PROCEDURES

The Village Association and Village Board shall be governed by the parliamentary procedures prescribed in Robert's Rules of Order, latest edition.

ARTICLE 31 DISPUTE RESOLUTION

Section 31.1 Policy. The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. Any parties who believe they have a dispute involving the Village Association,

any Village Board member or Officer, a Unit Owner, or an agent or employee of the above, shall first seek resolution of the dispute by submitting, in writing, a statement of the dispute to the party they believe is responsible. This written demand for resolution shall include a description of the action taken in violation of the Governing Documents, the damage that resulted, and a proposed solution that would resolve the issue. The party who receives this settlement demand shall respond within fourteen (14) days to the Complainant directly, in writing, and shall either agree to the proposed resolution or propose an alternate means of resolution. If a resolution cannot be agreed upon, or if no response is received within fourteen (14) days of the initial demand for resolution, the dispute shall proceed to binding arbitration, which may be supplemented by additional negotiation or mediation, as described in this Section 31. The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

Section 31.2 Arbitration. If a dispute arises, which cannot be resolved without taking formal action, the parties agree to resolve all disputes by the Arbitration process outlined in this Article 31, provided that during this process the parties agree to pursue a settlement in good faith. Any claim between or among any party subject to this Declaration (including without limitation, the Village Association, any Village Board members or officers, Unit Owners, and their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located. The aggrieved party shall submit a written demand for arbitration. Unless otherwise agreed upon by all parties, the parties agree that the Arbitrator shall be selected from the Washington Arbitration and Mediation Services panelists. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding hereunder.

Section 31.3 Mediation. At the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date or other scheduled deadlines). The appointed arbitrator shall serve as the mediator during this process, unless the parties agree on a selection of an alternate mediator. The arbitrator shall have the authority to appoint a third party to serve as mediator if he/she determines it is not feasible to serve as both mediator and arbitrator. The arbitrator shall also have the authority to decide any disputes that arise out of mediation, including but not limited to, allocation of the costs and fees associated with mediation.

Section 31.4 Hearing – Law – Appeal Limited. The arbitrator shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator's written decision shall be made not later than fourteen (14) calendar days after the hearing. The arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing. These time limits are intended to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable substantive law. The arbitrator may award injunctive relief or any other remedy available from a judge, including without limitation, attorney fees and costs to the prevailing party, joinder of parties or consolidation of this arbitration with any other involving common issues or law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages.

Section 31.5 Enforceability of Arbitration. The court shall not have jurisdiction in any dispute except to enforce the Dispute Resolution provisions of this Section of the Declaration. Where the Declaration is silent, the provisions of the Uniform Arbitration Act as adopted in Washington (RCW 7.04A *et seq.*) shall apply, as determined by the arbitrator. The Declaration shall control over any inconsistencies. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof.

ARTICLE 32 FINES, FEES, ATTORNEY FEES, AND COSTS.

After notice and an opportunity to be heard by the Village Board or by such representative designated by the Village Board, and in accordance with such procedures as provided in the rules and regulations adopted by the Village Board of Directors, the Association may levy reasonable fines in accordance with a previously established schedule thereof adopted by the Village Board of Directors and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association. The Association shall be entitled to recover attorney fees and other expenses and costs incurred for the benefit of a particular Owner or Owners; due to the misconduct of a particular Owner, its guests, tenants, or pets; to record a document reflecting changes in assignment of Limited Common Elements, or for any other reason determined by the Village or Umbrella Board to justify a particular expense be Assessed against a particular Owner or Owners.

ARTICLE 33 EFFECTIVE DATE

This Village Declaration shall take effect upon recording in the records of the Department of Records and Elections of King County, Washington.

ARTICLE 34 DECLARATION – EFFECT AS COVENANTS OR SERVITUDES

The covenants of this Declaration and the Survey Map and Plans, and all amendments thereto now or hereafter made, shall be operative as covenants running with the land or equitable servitudes, supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable, to establish the common plan for the Condominium development and its operation as indicated herein and in the Survey Map and Plans; provided, however, that the provisions of this Declaration shall not be so applied that the Property is removed from submission to the Act or discontinued in whole or in part as a Condominium development unless such continued application of all or a part of the Declaration is specifically called for or reasonably implied for all or part of the Property.

DATED AND ATTESTED this 9th day of June, 2011.

Garden Village Association of Apartment Owners

By: James Heywood
JAMES HEYWOOD, President

By: Joan M. King
JOAN M. KING, Secretary

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 9th day of June, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Heywood and Joan King, to me known to be the President and Secretary of Garden Village Association of Apartment Owners, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledge that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate written.

Cynthia C. Wirtz
CYNTHIA C. WIRTZ (Print Name)
 Notary Public in and for the State of
 Washington, residing at North Bend
 My commission expires: Jan 23, 2012

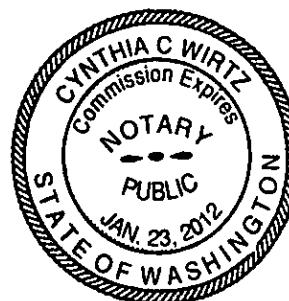


Exhibit A
Legal Description of Parcel for Garden Village

PARCEL 75

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 550.87 FEET;
 THENCE S88° 28' 13"E 160.14 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N23° 20' 00"E 85.00 FEET;
 THENCE S66° 40' 00"E 103.00 FEET;
 THENCE S23° 20' 00"W 67.77 FEET;
 THENCE N66° 40' 00"W 91.89 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 76

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 672.01 FEET;
 THENCE S88° 28' 13"E 153.04 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N02° 00' 00"E 23.39 FEET;
 THENCE N22° 00' 00"E 63.02 FEET;
 THENCE S68° 00' 00"E 134.00 FEET;
 THENCE S22° 00' 00"W 85.00 FEET;
 THENCE N68° 00' 00"W 126.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 77

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 782.86 FEET;
 THENCE S88° 28' 13"E 167.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N22° 00' 00"E 85.00 FEET;
 THENCE S68° 00' 00" E 134.00 FEET;
 THENCE S22° 00' 00"W 85.00 FEET;
 THENCE N68° 00' 00"W 134.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 78

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 883.25 FEET;
 THENCE S88° 28' 13"E 200.48 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N21° 55' 00"E 88.00 FEET;
 THENCE S68° 05' 00"E 135.00 FEET;
 THENCE S21° 55' 00"W 88.00 FEET;
 THENCE N68° 05' 00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 79

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 992.05 FEET;
 THENCE S88° 28' 13"E 205.76 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N21° 20' 00"E 88.00 FEET;
 THENCE S68° 40' 00"E 135.00 FEET;
 THENCE S21° 20' 00"W 88.00 FEET;
 THENCE N68° 40' 00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 80

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1107.40 FEET;

THENCE S88° 28' 13"E 195.63 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N22° 00' 00"E 85.00 FEET;
 THENCE S68° 00' 00"E 101.00 FEET;
 THENCE S22° 00' 00"W 85.00 FEET;
 THENCE N68° 00' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 81

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1091.43 FEET;
 THENCE S88° 28' 13"E 326.08 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N03° 25' 00"W 84.00 FEET;
 THENCE N86° 35' 00"E 139.00 FEET;
 THENCE S03° 25' 00"E 84.00 FEET;
 THENCE S86° 35' 00"W 139.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 82

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1010.24 FEET;
 THENCE S88° 28' 13"E 366.97 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 20' 00"E 84.00 FEET;
 THENCE S88° 40' 00"E 101.00 FEET;
 THENCE S01° 20' 00"W 84.00 FEET;
 THENCE N88° 40' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 83

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 911.20 FEET;
 THENCE S88° 28' 13"E 371.20 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 25' 00"E 84.00 FEET;
 THENCE S88° 35' 00"E 101.00 FEET;
 THENCE S01° 25' 00"W 84.00 FEET;
 THENCE N88° 35' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 84

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 783.83 FEET;
 THENCE S88° 28' 13"E 344.64 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N22° 00' 00"E 136.00 FEET;
 THENCE S88° 35' 00"E 17.07 FEET;
 THENCE S68° 00' 00"E 72.02 FEET;
 THENCE S22° 00' 00"W 135.32 FEET;
 THENCE N85° 10' 00"W 22.62 FEET;
 THENCE N68° 00' 00"W 66.38 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 85

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 664.47 FEET;
 THENCE S88° 28' 13"E 337.14 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N04° 50' 00"E 100.00 FEET;
 THENCE S85° 10' 00"E 85.00 FEET;
 THENCE S04° 50' 00"W 92.57 FEET;
 THENCE S75° 46' 57"W 22.76 FEET;
 THENCE N85 10' 00"W 63.49 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 95

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 448.07 FEET;
 THENCE S88° 28' 13"E 8.64 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N73° 05' 00"E 142.00 FEET;
 THENCE S16° 55' 00"E 88.00 FEET;
 THENCE S73° 05' 00"W 142.00 FEET;
 THENCE N16° 55' 00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 96

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 498.07 FEET;
 THENCE S88° 28' 13"E 14.42 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 25' 00"W 85.00 FEET;
 THENCE N88° 35' 00"E 101.00 FEET;
 THENCE S01° 25' 00"E 85.00 FEET;
 THENCE S88° 35' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 97

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 603.16 FEET;
 THENCE S88° 28' 13"E 15.98 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 30' 00"E 142.00 FEET;
 THENCE S88° 30' 00"E 88.00 FEET;
 THENCE S01° 30' 00"W 142.00 FEET;
 THENCE N88° 30' 00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 98

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 785.88 FEET;
 THENCE S88° 28' 13"E 8.01 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N22° 40' 00"E 85.00 FEET;
 THENCE S67° 20' 00"E 101.00 FEET;
 THENCE S22° 40' 00"W 85.00 FEET;
 THENCE N67° 20' 00"W 101.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 99

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 902.82 FEET;
 THENCE S88° 28' 13"E 14.33 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N21° 45' 00"E 88.00 FEET;
 THENCE S68° 15' 00"E 135.00 FEET;
 THENCE S21° 45' 00"W 88.00 FEET;
 THENCE N68° 15' 00"W 135.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 100

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 993.00 FEET;
 THENCE S88° 28' 13"E 6.30 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N10° 30' 00"E 88.00 FEET;
 THENCE S79° 30' 00"E 142.00 FEET;
 THENCE S10° 30' 00"W 88.00 FEET;
 THENCE N79° 30' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 101

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,

WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1108.86 FEET;
 THENCE S88° 28' 13"E 8.96 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 30' 00"E 88.00 FEET;
 THENCE S88° 30' 00"E 142.00 FEET;
 THENCE S01° 30' 00"W 88.00 FEET;
 THENCE N88° 30' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 102

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1225.38 FEET;
 THENCE S88° 28' 13"E 26.45 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 40' 00"E 88.00 FEET;
 THENCE S88° 20' 00"E 142.00 FEET;
 THENCE S01° 40' 00"W 88.00 FEET;
 THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 103

THAT PORTION OF THE SOUTH3EAST QUARTER OF THE SOUTHWEST QUARTER OF
 SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY,
 WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
 THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
 QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1225.02 FEET;
 THENCE S88° 28' 13"E 179.45 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 40' 00"E 88.00 FEET;
 THENCE S88° 20' 00"E 142.00 FEET;
 THENCE S01° 40' 00"W 88.00 FEET;
 THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 104

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1224.67 FEET;
 THENCE S88° 28' 13"E 325.45 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 40' 00"E 88.00 FEET;
 THENCE S88° 20' 00"E 142.00 FEET;
 THENCE S01° 40' 00"W 88.00 FEET;
 THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 105

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1224.32 FEET;
 THENCE S88° 28' 13"E 471.45 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 40' 00"E 88.00 FEET;
 THENCE S88° 20' 00"E 142.00 FEET;
 THENCE S01° 40' 00"W 88.00 FEET;
 THENCE N88° 20' 00"W 142.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 106

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;
 THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
 THENCE ALONG THE WEST LINE THEREOF N01° 31' 47"E 1113.88 FEET;
 THENCE S88° 28' 13"E 519.95 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N01° 35' 00"E 85.00 FEET;
 THENCE S88° 25' 00"E 105.00 FEET;
 THENCE S01° 35' 00"W 85.00 FEET;
 THENCE N88° 25' 00"W 105.00 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL 107

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88° 28' 02"W 1326.51 FEET TO
THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEROF N01° 31' 47"E 956.22 FEET;
THENCE S88° 28' 13"E 519.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N00° 20' 00"E 142.00 FEET;
THENCE S89° 40' 00"E 88.00 FEET;
THENCE S00° 20' 00"W 142.00 FEET;
THENCE N89° 40' 00"W 88.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON

Exhibit B
Description of Units

1. Matters Common to All Buildings and Units

All units have an entry hall, a kitchen, and a living room with a fireplace. Each unit has access to an exterior deck, patio, or courtyard. There are eleven unit types as follows:

1. Description of Unit Floor Plans

The Compton unit is approximately 1,198 square feet in area, has a living room with a fireplace and dining area, kitchen with dining nook, master bedroom with full bathroom, den, 2nd full bathroom, 1-car garage, and vaulted ceilings.

The Compton B unit is approximately 1,290 square feet in area, and has a living room with a fireplace, dining room, kitchen with dining nook, master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, a one-car garage, and partial cathedral ceilings.

The Monterey unit is approximately 1,440 square feet in area, and has a living room with a fireplace, dining room, a kitchen, master bedroom suite with a bathroom, a second bedroom, a second bathroom, a two-car garage, and partial cathedral ceilings.

The Monticello unit is approximately 1,335 square feet in area including a loft area, and has a living room with a fireplace and dining area, powder room in the entry hall, kitchen with dining nook, master bedroom suite with full bathroom and dressing area, loft with full bathroom, 2-car garage, and coffered ceilings.

The Monticello B unit is approximately 1,741 square feet in area including a loft area, and has an entry hall with a ½ bath, a living room with a fireplace and dining area, kitchen with dining nook, master bedroom suite with full bathroom, loft with full bathroom, a second bedroom/den, a two-car garage, and partial cathedral ceilings.

The Tiffany unit is approximately 990 square feet in area, and has a living room with a fireplace, kitchen with dining nook, one bedroom, one full bathroom, a two-car garage, and raised ceilings.

The Tiffany B unit is approximately 1,262 square feet in area, and has a living room with a fireplace and dining area, a kitchen, master bedroom suite with a bathroom, a second bedroom/den, a second bathroom, a one-car garage, and high ceilings.

The Tiffany C unit is substantially similar to the Tiffany B unit but is approximately 1,137 square feet in area.

The Versailles unit is approximately 1,475 square feet in area and has a living room with a fireplace, dining room, kitchen with dining nook, master bedroom suite with bathroom and walk in closet, a second bedroom, a second bathroom, a two-car garage, and partial cathedral ceilings.

The Versailles B unit is approximately 1,621 square feet in area, and has a living room with a fireplace, dining room, kitchen with dining nook, a master bedroom, a second bedroom, a second full bathroom, a third bedroom/den, a two-car garage, and partial cathedral ceilings.

The Westbury unit is approximately 1,315 square feet in area, and has a living room with a fireplace, dining room, a kitchen, master bedroom suite with a bathroom, a second bedroom, a second bathroom, a two-car garage, and coffered ceilings.

Exhibit B
Description of Units
(Continued)

Bldg #	Unit #	Unit Type	Floor Level	Bedrooms	Bathrooms	Square Footage	Parking Space	Storage Space
73	1301	Westbury	1	2	2	1,315	G1301	
73	1302	Westbury	1	2	2	1,315	G1302	
73	2301	Versailles	2	2	2	1,475	G2301	
73	2302	Monticello	2	2	3	1,335	G2302	
73	2303	Versailles	2	2	2	1,475	G2303	
74	1303	Versailles	1	2	2	1,475	G1303	
74	1304	Versailles	1	2	2	1,475	G1304	
75	1305	Versailles B	1	3	2	1,621	G1305	
75	1306	Versailles B	1	3	2	1,621	G1306	
76	1307	Tiffany B	1	2	2	1,262	G1307	
76	1308	Tiffany B	1	2	2	1,262	G1308	
76	2304	Compton B	2	2	2	1,290	G2304	
76	2305	Monticello B	2	3	2	1,741	G2305	
76	2306	Compton B	2	2	2	1,290	G2306	
77	1309	Tiffany B	1	2	2	1,262	G1309	
77	1310	Tiffany B	1	2	2	1,262	G1310	
77	2307	Compton B	2	2	2	1,290	G2307	
77	2308	Monticello B	2	3	2	1,741	G2308	
77	2309	Compton B	2	2	2	1,290	G2309	
78	1311	Tiffany B	1	2	2	1,262	G1311	
78	1312	Tiffany B	1	2	2	1,262	G1312	
78	2310	Compton B	2	2	2	1,290	G2310	
78	2311	Monticello B	2	3	2	1,741	G2311	
78	2312	Compton B	2	2	2	1,290	G2312	
79	1313	Tiffany B	1	2	2	1,262	G1313	
79	1314	Tiffany B	1	2	2	1,262	G1314	
79	2313	Compton B	2	2	2	1,290	G2313	
79	2314	Monticello B	2	3	2	1,741	G2314	
79	2315	Compton B	2	2	2	1,290	G2315	
80	1315	Versailles B	1	3	2	1,621	G1315	
80	1316	Versailles B	1	3	2	1,621	G1316	
81	1317	Monterey	1	2	2	1,440	G1317	
81	1318	Monticello B	1	3	2	1,741	G1318	
81	1319	Monterey	1	2	2	1,440	G1319	
82	1320	Versailles	1	2	2	1,475	G1320	
82	1321	Versailles	1	2	2	1,475	G1321	
83	1322	Versailles	1	2	2	1,475	G1322	
83	1323	Versailles	1	2	2	1,475	G1323	
84	1324	Monterey	1	2	2	1,440	G1324	
84	1325	Monticello B	1	3	2	1,741	G1325	
84	1326	Monterey	1	2	2	1,440	G1326	

Bldg #	Unit #	Unit Type	Floor Level	Bedrooms	Bathrooms	Square Footage	Parking Space	Storage Space
85	1327	Versailles	1	2	2	1,475	G1327	
85	1328	Versailles	1	2	2	1,475	G1328	
86	1329	Tiffany	1	1	1	990	G1329	
86	1330	Tiffany	1	1	1	990	G1330	
86	2316	Compton	2	2	2	1,198	G2316	
86	2317	Monticello	2	2	3	1,335	G2317	
86	2318	Compton	2	2	2	1,198	G2318	
87	1331	Tiffany C	1	2	2	1,137	G1331	
87	1332	Tiffany C	1	2	2	1,137	G1332	
87	2319	Compton	2	2	2	1,198	G2319	
87	2320	Monticello	2	2	3	1,335	G2320	
87	2321	Compton	2	2	2	1,198	G2321	
88	1333	Tiffany C	1	2	2	1,137	G1333	
88	1334	Tiffany C	1	2	2	1,137	G1334	
88	2322	Compton	2	2	2	1,198	G2322	
88	2323	Monticello	2	2	3	1,335	G2323	
88	2324	Compton	2	2	2	1,198	G2324	
89	1335	Tiffany C	1	2	2	1,137	G1335	
89	1336	Tiffany C	1	2	2	1,137	G1336	
89	2325	Compton	2	2	2	1,198	G2325	
89	2326	Monticello	2	2	3	1,335	G2326	
89	2327	Compton	2	2	2	1,198	G2327	
90	1337	Versailles	1	2	2	1,475	G1337	
90	1338	Versailles	1	2	2	1,475	G1338	
91	1339	Versailles	1	2	2	1,475	G1339	
91	1340	Versailles	1	2	2	1,475	G1340	
92	1341	Versailles	1	2	2	1,475	G1341	
92	1342	Versailles	1	2	2	1,475	G1342	
93	1343	Versailles	1	2	2	1,475	G1343	
93	1344	Versailles	1	2	2	1,475	G1344	
94	1345	Versailles	1	2	2	1,475	G1345	
94	1346	Versailles	1	2	2	1,475	G1346	
95	1347	Monterey	1	2	2	1,440	G1347	
95	1348	Monticello B	1	3	2	1,741	G1348	
95	1349	Monterey	1	2	2	1,440	G1349	
96	1350	Versailles B	1	3	2	1,621	G1350	
96	1351	Versailles B	1	3	2	1,621	G1351	
97	1352	Monterey	1	2	2	1,440	G1352	
97	1353	Monticello B	1	3	2	1,741	G1353	
97	1354	Monterey	1	2	2	1,440	G1354	
98	1355	Versailles B	1	3	2	1,621	G1355	
98	1356	Versailles B	1	3	2	1,621	G1356	
99	1357	Tiffany B	1	2	2	1,262	G1357	
99	1358	Tiffany B	1	2	2	1,262	G1358	
99	2328	Compton B	2	2	2	1,290	G2328	

Bldg #	Unit #	Unit Type	Floor Level	Bedrooms	Bathrooms	Square Footage	Parking Space	Storage Space
99	2329	Monticello B	2	3	2	1,741	G2329	
99	2330	Compton B	2	2	2	1,290	G2330	
100	1359	Tiffany B	1	2	2	1,262	G1359	
100	1360	Tiffany B	1	2	2	1,262	G1360	
100	2331	Compton B	2	2	2	1,290	G2331	
100	2332	Monticello B	2	3	2	1,741	G2332	
100	2333	Compton B	2	2	2	1,290	G2333	
101	1361	Tiffany B	1	2	2	1,262	G1361	
101	1362	Tiffany B	1	2	2	1,262	G1362	
101	2334	Compton B	2	2	2	1,290	G2334	
101	2335	Monticello B	2	3	2	1,741	G2335	
101	2336	Compton B	2	2	2	1,290	G2336	
102	1363	Monterey	1	2	2	1,440	G1363	
102	1364	Monticello B	1	3	2	1,741	G1364	
102	1365	Monterey	1	2	2	1,440	G1365	
103	1366	Monterey	1	2	2	1,440	G1366	
103	1367	Monticello B	1	3	2	1,741	G1367	
103	1368	Monterey	1	2	2	1,440	G1368	
104	1369	Monterey	1	2	2	1,440	G1369	
104	1370	Monticello B	1	3	2	1,741	G1370	
104	1371	Monterey	1	2	2	1,440	G1371	
105	1372	Monterey	1	2	2	1,440	G1372	
105	1373	Monticello B	1	3	2	1,741	G1373	
105	1374	Monterey	1	2	2	1,440	G1374	
106	1375	Versailles B	1	3	2	1,621	G1375	
106	1376	Versailles B	1	3	2	1,621	G1376	
107	1377	Monterey	1	2	2	1,440	G1377	
107	1378	Monticello B	1	3	2	1,741	G1378	
107	1379	Monterey	1	2	2	1,440	G1379	
35 Bldgs	115 Units					162,905		

Exhibit C
Unit Values and Percentage Undivided Interest

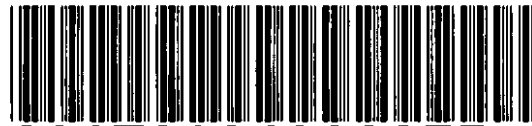
Bldg #	Unit #	Address	Unit Value	Percentage Village	Percentage Umbrella
73	1301	3671 - 225th Place SE	131,500	0.80722	0.09831
73	1302	3669 - 225th Place SE	131,500	0.80722	0.09831
73	2301	3677 - 225th Place SE	147,500	0.90544	0.11027
73	2302	3679 - 225th Place SE	133,500	0.81950	0.09981
73	2303	3681 - 225th Place SE	147,500	0.90544	0.11027
74	1303	3687 - 225th Place SE	147,500	0.90544	0.11027
74	1304	3685 - 225th Place SE	147,500	0.90544	0.11027
75	1305	3676 - 224th Place SE	162,100	0.99506	0.12119
75	1306	3674 - 224th Place SE	162,100	0.99506	0.12119
76	1307	3664 - 224th Place SE	126,200	0.77468	0.09435
76	1308	3662 - 224th Place SE	126,200	0.77468	0.09435
76	2304	3666 - 224th Place SE	129,000	0.79187	0.09644
76	2305	3668 - 224th Place SE	174,100	1.06872	0.13016
76	2306	3670 - 224th Place SE	129,000	0.79187	0.09644
77	1309	3652 - 224th Place SE	126,200	0.77468	0.09435
77	1310	3650 - 224th Place SE	126,200	0.77468	0.09435
77	2307	3654 - 224th Place SE	129,000	0.79187	0.09644
77	2308	3656 - 224th Place SE	174,100	1.06872	0.13016
77	2309	3658 - 224th Place SE	129,000	0.79187	0.09644
78	1311	3640 - 224th Place SE	126,200	0.77468	0.09435
78	1312	3638 - 224th Place SE	126,200	0.77468	0.09435
78	2310	3642 - 224th Place SE	129,000	0.79187	0.09644
78	2311	3644 - 224th Place SE	174,100	1.06872	0.13016
78	2312	3646 - 224th Place SE	129,000	0.79187	0.09644
79	1313	3628 - 224th Place SE	126,200	0.77468	0.09435
79	1314	3626 - 224th Place SE	126,200	0.77468	0.09435
79	2313	3630 - 224th Place SE	129,000	0.79187	0.09644
79	2314	3632 - 224th Place SE	174,100	1.06872	0.13016
79	2315	3634 - 224th Place SE	129,000	0.79187	0.09644
80	1315	3620 - 224th Place SE	162,100	0.99506	0.12119
80	1316	3622 - 224th Place SE	162,100	0.99506	0.12119
81	1317	22413 SE 36th Lane	144,000	0.88395	0.10766
81	1318	22415 SE 36th Lane	174,100	1.06872	0.13016
81	1319	22417 SE 36th Lane	144,000	0.88395	0.10766
82	1320	3617 - 225th Place SE	147,500	0.90544	0.11027
82	1321	3619 - 225th Place SE	147,500	0.90544	0.11027
83	1322	3625 - 225th Place SE	147,500	0.90544	0.11027
83	1323	3623 - 225th Place SE	147,500	0.90544	0.11027
84	1324	3633 - 225th Place SE	144,000	0.88395	0.10766
84	1325	3635 - 225th Place SE	174,100	1.06872	0.13016
84	1326	3637 - 225th Place SE	144,000	0.88395	0.10766

Bldg #	Unit #	Address	Unit Value	Percentage Village	Percentage Umbrella
85	1327	3641 - 225th Place SE	147,500	0.90544	0.11027
85	1328	3643 - 225th Place SE	147,500	0.90544	0.11027
86	1329	3647 - 225th Place SE	99,000	0.60772	0.07402
86	1330	3649 - 225th Place SE	99,000	0.60772	0.07402
86	2316	3661 - 225th Place SE	119,800	0.73540	0.08957
86	2317	3663 - 225th Place SE	133,500	0.81950	0.09981
86	2318	3665 - 225th Place SE	119,800	0.73540	0.08957
87	1331	3652 - 225th Place SE	113,700	0.69795	0.08501
87	1332	3650 - 225th Place SE	113,700	0.69795	0.08501
87	2319	3656 - 225th Place SE	119,800	0.73540	0.08957
87	2320	3658 - 225th Place SE	133,500	0.81950	0.09981
87	2321	3660 - 225th Place SE	119,800	0.73540	0.08957
88	1333	3666 - 225th Place SE	113,700	0.69795	0.08501
88	1334	3664 - 225th Place SE	113,700	0.69795	0.08501
88	2322	3670 - 225th Place SE	119,800	0.73540	0.08957
88	2323	3672 - 225th Place SE	133,500	0.81950	0.09981
88	2324	3674 - 225th Place SE	119,800	0.73540	0.08957
89	1335	3680 - 225th Place SE	113,700	0.69795	0.08501
89	1336	3678 - 225th Place SE	113,700	0.69795	0.08501
89	2325	3684 - 225th Place SE	119,800	0.73540	0.08957
89	2326	3686 - 225th Place SE	133,500	0.81950	0.09981
89	2327	3688 - 225th Place SE	119,800	0.73540	0.08957
90	1337	3692 - 225th Place SE	147,500	0.90544	0.11027
90	1338	3694 - 225th Place SE	147,500	0.90544	0.11027
91	1339	3697 - 224th Place SE	147,500	0.90544	0.11027
91	1340	3695 - 224th Place SE	147,500	0.90544	0.11027
92	1341	3693 - 224th Place SE	147,500	0.90544	0.11027
92	1342	3691 - 224th Place SE	147,500	0.90544	0.11027
93	1343	3685 - 224th Place SE	147,500	0.90544	0.11027
93	1344	3687 - 224th Place SE	147,500	0.90544	0.11027
94	1345	3681 - 224th Place SE	147,500	0.90544	0.11027
94	1346	3683 - 224th Place SE	147,500	0.90544	0.11027
95	1347	3677 - 224th Place SE	144,000	0.88395	0.10766
95	1348	3675 - 224th Place SE	174,100	1.06872	0.13016
95	1349	3673 - 224th Place SE	144,000	0.88395	0.10766
96	1350	3667 - 224th Place SE	162,100	0.99506	0.12119
96	1351	3669 - 224th Place SE	162,100	0.99506	0.12119
97	1352	3663 - 224th Place SE	144,000	0.88395	0.10766
97	1353	3661 - 224th Place SE	174,100	1.06872	0.13016
97	1354	3659 - 224th Place SE	144,000	0.88395	0.10766
98	1355	3653 - 224th Place SE	162,100	0.99506	0.12119
98	1356	3651 - 224th Place SE	162,100	0.99506	0.12119
99	1357	3639 - 224th Place SE	126,200	0.77468	0.09435
99	1358	3637 - 224th Place SE	126,200	0.77468	0.09435
99	2328	3643 - 224th Place SE	129,000	0.79187	0.09644

Bldg #	Unit #	Address	Unit Value	Percentage Village	Percentage Umbrella
99	2329	3645 - 224th Place SE	174,100	1.06872	0.13016
99	2330	3647 - 224th Place SE	129,000	0.79187	0.09644
100	1359	3625 - 224th Place SE	126,200	0.77468	0.09435
100	1360	3623 - 224th Place SE	126,200	0.77468	0.09435
100	2331	3629 - 224th Place SE	129,000	0.79187	0.09644
100	2332	3631 - 224th Place SE	174,100	1.06872	0.13016
100	2333	3633 - 224th Place SE	129,000	0.79187	0.09644
101	1361	3611 - 224th Place SE	126,200	0.77468	0.09435
101	1362	3609 - 224th Place SE	126,200	0.77468	0.09435
101	2334	3615 - 224th Place SE	129,000	0.79187	0.09644
101	2335	3617 - 224th Place SE	174,100	1.06872	0.13016
101	2336	3619 - 224th Place SE	129,000	0.79187	0.09644
102	1363	3601 - 224th Place SE	144,000	0.88395	0.10766
102	1364	3603 - 224th Place SE	174,100	1.06872	0.13016
102	1365	3605 - 224th Place SE	144,000	0.88395	0.10766
103	1366	22404 SE 36th Lane	144,000	0.88395	0.10766
103	1367	22406 SE 36th Lane	174,100	1.06872	0.13016
103	1368	22408 SE 36th Lane	144,000	0.88395	0.10766
104	1369	22414 SE 36th Lane	144,000	0.88395	0.10766
104	1370	22416 SE 36th Lane	174,100	1.06872	0.13016
104	1371	22418 SE 36th Lane	144,000	0.88395	0.10766
105	1372	3600 - 225th Place SE	144,000	0.88395	0.10766
105	1373	3602 - 225th Place SE	174,100	1.06872	0.13016
105	1374	3604 - 225th Place SE	144,000	0.88395	0.10766
106	1375	3610 - 225th Place SE	162,100	0.99506	0.12119
106	1376	3608 - 225th Place SE	162,100	0.99506	0.12119
107	1377	3616 - 225th Place SE	144,000	0.88395	0.10766
107	1378	3618 - 225th Place SE	174,100	1.06872	0.13016
107	1379	3620 - 225th Place SE	144,000	0.88395	0.10766
Total			16,290,500	100.00000	12.17913

When recorded, return to:

Condominium Law Group, PLLC
10310 Aurora Avenue North
Seattle, Washington 98133
(206) 633-1520



20170104002255

CONDOMINIUM LA AMDCN 75.00
PAGE-001 OF 003
01/04/2017 16:22
KING COUNTY, WA

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM**

GRANTOR: GARDEN VILLAGE ASSOCIATION OF APARTMENT OWNERS

GRANTEE: GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM

LEGAL DESCRIPTION: GARDEN VILLAGE AT PROVIDENCE POINT, A
CONDOMINIUM, ACCORDING TO DECLARATION
RECORDED UNDER KING COUNTY RECORDING NO.
20160204000418 AS THEREAFTER AMENDED

ASSESSOR'S TAX PARCEL #: 2698410000, 2698400000

REFERENCE #: 20160204000418, 20110915001849

DEPARTMENT OF ASSESSMENTS

Examined and approved this 29th day of

December, 2016

John Wilson

Assessor

Russell Schadeck

DEPUTY ASSESSOR

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION AND
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM**

RECITALS

The Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village at Providence Point, A Condominium, was recorded on September 15, 2011, in King County, Washington, under recording number 20110915001849, and re-recorded February 4, 2016, in King County, Washington under recording number 20160204000418.

The Garden Village Association of Apartment Owners (hereinafter, the "Association") desires to amend the Restated Declaration to remove the requirement for tenant screening.

In accordance with Declaration Section 27.3, after Notice was duly given to all Owners, the following Amendment was adopted with the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

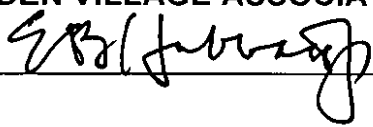
The undersigned officers of the Association declare and certify that the above-stated conditions have been met and the Association hereby adopts the following Amendments to the Restated Declaration:

AMENDMENT

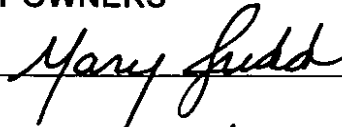
A. Section 10.2.12 is deleted in its entirety.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Restated Declaration shall remain in full force and effect. This Amendment shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Restated Declaration, Bylaws, or Rules & Regulations of the Association.

GARDEN VILLAGE ASSOCIATION OF APARTMENT OWNERS

By: 

E.B. HUBBARD (Print Name)
(President)

By: 

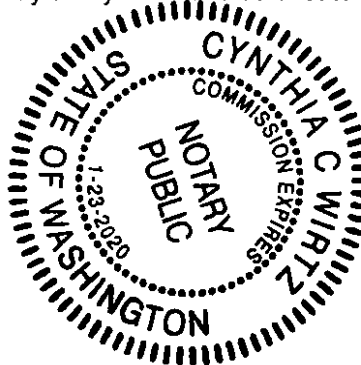
Mary Judd (Print Name)
(Secretary)

STATE OF WASHINGTON)
) ss.:
 COUNTY OF KING)

On this 6th day of December, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ED HUBBARD, JR to me known to be the PRESIDENT of the Garden Village Association of Apartment Owners, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Cynthia C. Wirtz
Cynthia C. Wirtz (Print name)
 Notary Public in and for the State of
 Washington, residing at North Bend
 My commission expires: Jan 23, 2020



STATE OF WASHINGTON)
) ss.:
 COUNTY OF KING)

On this 7th day of December, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Judd to me known to be the SECRETARY of the Garden Village Association of Apartment Owners, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Cynthia C. Wirtz
Cynthia C. Wirtz (Print name)
 Notary Public in and for the State of
 Washington, residing at North Bend
 My commission expires: Jan 23, 2020



Instrument Number: 20180628000112 Document:AMDCN Rec: \$101.00 P:
Record Date:6/28/2018 9:08 AM
King County, WA

When recorded, return to:

Condominium Law Group, PLLC
10310 Aurora Avenue North
Seattle, Washington 98133
(206) 633-1520



20180628000112

AMENDMENT TO DECLARATION OF CONDO
6/28/2018 9:08 AM
KING COUNTY, WA

Rec: \$101.00

**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM**

GRANTOR: GARDEN VILLAGE ASSOCIATION OF APARTMENT OWNERS

GRANTEE: GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM

LEGAL DESCRIPTION: GARDEN VILLAGE AT PROVIDENCE POINT, A
CONDOMINIUM, ACCORDING TO DECLARATION
RECORDED UNDER KING COUNTY RECORDING NO.
20160204000418 AS THEREAFTER AMENDED

ASSESSOR'S TAX PARCEL #: 2698410000, 2698400000

REFERENCE #: 20160204000418, 20110915001849

DEPARTMENT OF ASSESSMENTS
Examined and approved this 27th day of

June, 2018

John Wilson
Assessor

Chen Walker

**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION AND
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR GARDEN VILLAGE AT PROVIDENCE POINT, A CONDOMINIUM**

RECITALS

The Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Garden Village at Providence Point, A Condominium ("Declaration"), was recorded on September 15, 2011, in King County, Washington, under recording number 20110915001849, and re-recorded February 4, 2016, in King County, Washington under recording number 20160204000418.

The Declaration was previously amended on January 4, 2017, by the instrument recorded under King County Recording No. 20170104002255.

The Garden Village Association of Apartment Owners (hereinafter, the "Association") desires to amend the Restated Declaration to impose a capital contribution fee on the purchase of a Unit in the Village.

In accordance with Declaration Section 27.3, after Notice was duly given to all Owners, the following Amendment was adopted with the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

The undersigned officers of the Association declare and certify that the above-stated conditions have been met and the Association hereby adopts the following Amendments to the Restated Declaration:

AMENDMENT

A new section 16.9 is hereby added to the end of Article 16:

Section 16.9 Capital Contribution. Upon acquisition of a Unit, each new Owner shall be assessed a capital contribution fee equal to twelve times the current monthly assessment to that Unit, as established by the current Village Budget. The assessment collected shall be placed in the Garden Village Reserve Fund. If such contribution is not paid to the Association upon transfer of the Unit by deed or by real estate contract, the contribution shall be assessed to the new Owner of the Unit.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Restated Declaration shall remain in full force and effect. This Amendment shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Restated Declaration, Bylaws, or Rules & Regulations of the Association.

GARDEN VILLAGE ASSOCIATION OF APARTMENT OWNERS

By: Edward Hubbard

Edward Hubbard (Print Name)
(President)

By: Mary E. Judd

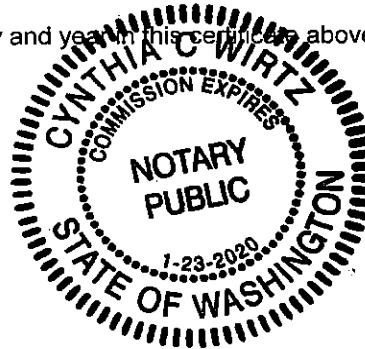
Mary E. Judd (Print Name)
(Secretary)

STATE OF WASHINGTON)
COUNTY OF King) ss.:

On this 18th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Edward Hubbard to me known to be the PRESIDENT of the Garden Village Association of Apartment Owners, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Cynthia C. Wirtz
Cynthia C. Wirtz (Print name)
Notary Public in and for the State of
Washington, residing at North Bend
My commission expires: Jan 23, 2020



STATE OF WASHINGTON)
COUNTY OF King) ss.:

On this 18th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary E. Judd to me known to be the SECRETARY of the Garden Village Association of Apartment Owners, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Cynthia C. Wirtz
Cynthia C. Wirtz (Print name)
Notary Public in and for the State of
Washington, residing at North Bend
My commission expires: Jan 23, 2020

