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UMBRELLA DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

FOR

PROVIDENCE POINT

RECORDED THIS DAY
JUN 27 1 58 PM '84
THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

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This UMBRELLA DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS, (this "Umbrella Declaration") is made by SWANSON-DEAN CORPORATION, a Washington corporation ("Swanson-Dean") as of this 27th day of JUNE, 1984.

RECITALS

Swanson-Dean owns certain property in King County, Washington upon which it intends to develop residential and other improvements in phases.

Swanson-Dean for itself, its successors and assigns, including the owner associations now or hereafter created in connection with, and for the benefit of, any phase or part of the property, wishes hereby to vest in the Umbrella Association (as hereinafter defined) the power and responsibility to operate, preserve, maintain, repair, replace, manage and otherwise deal with certain areas and facilities on the property for the benefit of all owners and occupants of the property.

NOW, THEREFORE, Swanson-Dean declares 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 "Commercial Unit" shall mean any Unit designated as a "Commercial Unit" or as a "Commercial Apartment" in a Unit Declaration.

1.1.2 "Communiversality Fee" shall mean the aggregate of the amounts, if any, due from the Owner of a Unit, to a Washington not-for-profit corporation ("Communiversality Services") hereafter formed by The Lutheran Bible Institute of Seattle and Declarant as a result of that certain "Communiversality Agreement" recorded as Instrument No. 8405311055 in the Office of the Division of Records and Elections of King County, Washington, as now or hereafter amended, supplemented or restated from time to time (the "Communiversality Fee Agreement").

1.1.3 "Condominium" shall mean a horizontal property regime under the Condominium Act.

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1.1.4 "Condominium 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, and any successor act.

1.1.5 "Declarant" shall mean Swanson-Dean Corporation, a Washington corporation, and its successors and assigns.

1.1.6 "Declarant's Expansion Land" shall mean any land adjacent to or in the vicinity of the Entire Property hereafter acquired by Declarant and designated as such by Declarant in an instrument recorded in the Records of King County, Washington on or before twelve years from the date this Umbrella Declaration is recorded.

1.1.7 "Entire Property" shall, subject to possible expansion pursuant to Section 2.3, mean the land described on Exhibit 1.

1.1.8 "Greenbelt Area" shall mean any portion of the Umbrella Property designated, by regulation or otherwise, principally as a Greenbelt Area by Declarant or, after the Umbrella Transition Date, by the Umbrella Board.

1.1.9 "Other Parcels" shall mean any and all of the Entire Property that has not been included within the Property or the Phase Parcels, either by this Umbrella Declaration or by a recorded Subsequent Umbrella Phase Certificate, at the time for which the phase or the Property is being interpreted.

1.1.10 "Owner" shall mean the record holder of fee title, whether one or more persons, including Declarant, to: (i) a Unit located on a Phase Parcel subjected to a Unit Declaration or (ii) a Phase Parcel in the case of any Phase Parcel not at the time subjected to a Unit Declaration, or (iii) the Other Parcels; provided that if such Unit or Phase Parcel or any of the Other Parcels have been sold on contract, the contract purchaser shall exercise the rights of the record title holder for purposes of the Umbrella Declaration, the Umbrella Association and the Umbrella Board except as otherwise specifically stated herein.

1.1.11 "Phase Parcel" shall mean each and all of any portion of the Property either (i) hereafter subjected to a Unit Declaration or (ii) which by the terms

of a Unit Declaration Declarant has the right to subject to a Unit Declaration as a result of such portion being described or otherwise referred to, including by a drawing, in a Unit Declaration as a phase into which the property subject thereof is or may be expanded in accordance with the terms thereof, including, for purposes of Articles 9 and 10, all improvements thereon.

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

1.1.13 "Property" shall mean the land and the buildings and all improvements and structures now or hereafter placed on the land described in Exhibit 2 as Umbrella Parcel I. When and if Declarant records one or more Subsequent Umbrella Phase Certificates, the word "Property" shall from the time of such recording mean the land and all improvements and structures now or hereafter placed on Umbrella Parcel I together with the parcel or parcels added to the Property by the Subsequent Umbrella Phase Certificate or Subsequent Umbrella Phase Certificates applicable to one or more Phase Parcels and creating an association of Unit Owners.

1.1.14 "P.U.D. Ordinances" shall mean Ordinance No. 5508 adopted by the King County Council June 2, 1981, Ordinance No. 5810 adopted by the King County Council December 21, 1981, Ordinance No. 6252 adopted by the King County Council December 20, 1982, Ordinance No. 6441 adopted by the King County Council June 13, 1983, and any other ordinance(s) subsequently adopted by the King County Council, or its successor, and relating to all or any of the Entire Property as a planned Unit development, including as now or hereafter amended, supplemented or supplanted.

1.1.15 "Recreational Vehicle Parking Area" shall mean the portion or portions of the Umbrella Property, if any, designated as such by Declarant or, after the Umbrella Transition Date, by the Umbrella Board.

1.1.16 "Special Umbrella Improvements" shall mean the improvements located on the Umbrella Property and identified as such on Exhibit 3, together with any improvements in a Subsequent Umbrella Phase and identified as such by Declarant in a Subsequent Umbrella Phase Certificate.

1.1.17 "Subsequent Umbrella Phase" and "Subsequent Umbrella Phase Certificate" shall have the meanings ascribed to them in Article 2.

1.1.18 "Umbrella Association" shall mean the Providence Point Umbrella Association, a Washington nonprofit corporation organized pursuant to Chapter 24.03 of the Revised Code of Washington.

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

1.1.20 "Umbrella Bylaws" shall mean the bylaws of the Umbrella Association.

1.1.21 "Umbrella Declaration" shall mean this Providence Point Umbrella Declaration and Covenants, Conditions, Restrictions, Easements and Reservations.

1.1.22 "Umbrella Property" shall mean the Property except the Phase Parcels.

1.1.23 "Umbrella Transition Date" shall have the meaning set forth in Section 7.1.

1.1.24 "Umbrella Transportation System" shall mean the Minibus System available to all residents of the Property, including Owners, if any, including vehicles and associated equipment established and identified as such by Declarant or the Umbrella Board from time to time.

1.1.25 "Unit" shall mean a dwelling unit for a single family (as such terms are defined in the King County Code, from time to time) or a Commercial Unit, whether or not established by or subjected to a Unit Declaration, and located on a Phase Parcel.

1.1.26 "Unit Association" shall mean an Owner's Association created by and pursuant to a Unit Declaration applicable to one or more Phase Parcels.

1.1.27 "Unit Declaration" shall mean a recorded declaration of covenants, conditions, restrictions, easements and reservations applicable to one or more Phase Parcels and creating an association of Unit Owners.

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. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever used herein shall mean and refer to this Umbrella Declaration in its entirety and not to any specific Article, Section or other part thereof.

Section 1.3 Inflationary Increase in Dollar Limits. Dollar amounts specified in Articles 14 and 15 and Section 4.7 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 Consumers, all items, prepared by the United States Department of Labor, or if the All Urban Consumers index is discontinued, then the closest successor or supplanting index selected by the Umbrella Board in its discretion. "Base period" shall be the period during which this Umbrella Declaration is recorded.

ARTICLE 2. SUBMISSION OF PROPERTY TO UMBRELLA DECLARATION; DEVELOPMENT IN PHASES.

Section 2.1 Submission of Property to Umbrella Declaration. Declarant, being the sole Owner of the Property, makes this Declaration for the purpose of submitting and subjecting the Property to this Umbrella Declaration. 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, easements, assessments and liens stated in this Umbrella Declaration, all of which are declared and agreed to be in furtherance of the interests of the Owners and occupants of improvements now or hereafter on the Phase Parcels and shall be deemed to run with the land and be a burden and benefit to Declarant, its successors, and assigns, and all Persons, including Owners, who now or hereafter own or acquire an interest in any Phase Parcel or any part thereof, including a Unit, and their grantees, successors, heirs, executors, administrators, and assigns.

Section 2.2 Development in Phases.

2.2.1 Intention to Develop in Phases.
Declarant proposes to develop the Entire Property in

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phases. The first Umbrella Phase, consisting of Umbrella Parcel I only, is the initial Umbrella Phase.

2.2.2 Expansion into Subsequent Umbrella Phases. Declarant expects to expand the Property into one or more Subsequent Umbrella Phases by adding Other Parcels, but is not required to do so at all. Declarant may add Other Parcels one at a time or in combinations and in any sequence. If Declarant elects to expand the Property into a Subsequent Umbrella Phase or Subsequent Umbrella Phases, it may do so by recording a Subsequent Umbrella Phase Certificate that specifies the Other Parcel or Other Parcels then being added to the Property. Upon the recording of a Subsequent Umbrella Phase Certificate, the Property (i.e., the First Umbrella Phase or such Subsequent Umbrella Phase or Subsequent Umbrella Phases as it may have been expanded into) shall be merged into and become a part of the next Subsequent Umbrella Phase as a single, unified Property, and this Umbrella Declaration and the Umbrella Articles and the Umbrella Bylaws shall immediately become applicable to the Parcel(s) added by these Subsequent Umbrella Phase Certificates.

2.2.3 Number of Units in Umbrella Phases. The number of Units on the Phase Parcel or Phase Parcels that constitute the first Umbrella Phase is 26. If the Property is expanded into one or more Subsequent Umbrella Phases, the Subsequent Umbrella Phase Certificate(s) applicable thereto shall state the number of Units that will be on the Other Parcel(s) added to the Property thereby. If the Property is expanded onto the Entire Property, the maximum number of Units on the Property shall be as permitted by the P.U.D. Ordinances, which is presently in the range of 1,106-1,216, exclusive of any constructed on Declarant's Expansion Land.

2.2.4 Election Not to Expand into One or More Subsequent Umbrella Phases. If Declarant does not add all of the Other Parcels to the Property, the First Umbrella Phase or such Subsequent Umbrella Phase(s) as the Property shall have been expanded into shall constitute a complete, fully operational development and the Other Parcel or Other Parcels of land not encompassed by the Property may be used for any lawful purposes that is allowed by the zoning and other applicable land use laws and regulations. Declarant shall no longer have the power to expand the Property into a Subsequent Umbrella Phase after twelve years have elapsed from the date of the first recording of a deed of a Unit (but not of a deed of the

Entire Property) to an Owner. If and to the extent Declarant determines that it will not expand the Property into a Subsequent Umbrella Phase or further Subsequent Umbrella Phases, it may record a Certificate signed only by Declarant describing the land that will not be added to the Property, and upon such recordation, the land that will not be added to the Property shall thereby no longer be a part of the Entire Property.

Section 2.3 Declarant's Expansion Land. If Declarant elects to expand the Property into all or any of Declarant's Expansion Land from time to time, it may do so by recording a certificate specifying the Declarant's Expansion Land then being added to the Property. Upon the recording of such certificate, the Property shall be deemed expanded onto the property subject of such certificate and this Umbrella Declaration and the Umbrella Articles and the Umbrella Bylaws shall immediately become applicable to the Declarant's Expansion Land thereby added to the Property by such certificate. Each certificate adding Declarant's Expansion Land to the Property shall state the maximum number of Units which may be added to the Property as a result thereof.

ARTICLE 3. DESCRIPTION AND USE OF UMBRELLA PROPERTY AND IMPROVEMENTS

Section 3.1 Description. The Umbrella Property initially consists of the following:

3.1.1 The land described in Exhibit 2, except the Phase Parcels.

3.1.2 The roadways on or about the Property which provide vehicular access to and from the Phase Parcels and Southeast 43d Way.

3.1.3 The security guard kiosk.

3.1.4 The sidewalks on or about the Property which provide pedestrian access to and from the Phase Parcels and Southeast 43d Way.

3.1.5 The Special Umbrella Improvements.

Section 3.2 Use. Each Owner, his agents, servants, tenants, family members, invitees, and licensees shall have the right to use the Umbrella Property and improvements in common with all other Owners, subject to

and in accordance with this Umbrella Declaration, the Umbrella Bylaws, and the rules and regulations established by the Umbrella Board from time to time. No Owner or Unit Association shall by act or omission seek to abandon, partition, divide, subdivide, encumber, sell or transfer the Umbrella Property and improvements to any other Person whatsoever.

Section 3.3 Conveyance to Umbrella Association. Declarant hereby covenants to convey (i) the initial Umbrella Property to the Umbrella Association by an instrument recorded before the first sale or conveyance of any Unit on Phase Parcel I, and (ii) The Umbrella Property in any Subsequent Umbrella Phase to the Umbrella Association before the first sale or conveyance of any Unit in that Subsequent Umbrella Phase. Declarant may elect to convey portions of the Umbrella Property to the Umbrella Association by long-term leases at nominal rents.

ARTICLE 4. USE OF UMBRELLA PROPERTY

Section 4.1 Recreational Vehicle Parking Area Use and Restrictions. The Umbrella Board shall establish rules and regulations for use of the Recreational Vehicle Parking Area by Owners. All automobiles, trucks, boats, trailers, recreational vehicles or any other kind of motorized or non-motorized vehicle, item or equipment may be parked and kept in the Recreational Vehicle Parking Area only in accordance with and subject to the rules and regulations established by the Umbrella Board. The Umbrella Board shall have the right to impose, charge and collect fees for use of the Recreational Vehicle Parking Area. The fees and charges imposed by the Umbrella Board may be flat or variable as the Umbrella Board sees fit in its full and complete discretion from time to time, and may be collected monthly in advance. All fees and charges imposed in connection with the Recreational Vehicle Parking Area shall belong to the Umbrella Association as part of its general funds and shall be taken into consideration in establishing budgets and assessments pursuant to this Declaration. 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 the Recreational Vehicle Parking Area. 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 Umbrella Board may cause removal at the expense and risk of the Owner thereof.

Section 4.2 Roadway Use and Restrictions.

The roadways on the Property shall be used only for vehicular and pedestrian ingress and egress and no vehicle (including, without limitation, automobiles or other kinds of motorized or non-motorized vehicles referred to in Section 4.1) shall be parked or kept on or about the Umbrella Property, including roadways, except in parking areas and spaces designated for such use from time to time by the Umbrella Board. All parking spaces on the Umbrella Property are restricted to use for parking of operative automobiles only. All other items and equipment, including, without limitation, trucks, boats, trailers, recreational vehicles, campers, or any other kind of motorized or non-motorized vehicle, item or equipment may be parked and kept only in accordance with the rules and regulations established from time to time by the Umbrella Board. 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 on the Umbrella Property, including roadways. 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 Umbrella Board may cause removal at the expense and risk of the owner thereof.

Section 4.3 Umbrella Transportation System. If Declarant or the Umbrella Board establishes an Umbrella Transportation System, Declarant or the Umbrella Board, as the case may be, shall establish rules and regulations for use of the Umbrella Transportation System by Owners and residents. Owners and residents shall have the right to use the Umbrella Transportation System only in accordance with and subject to the rules and regulations established by the Umbrella Board. The Umbrella Board shall have the right to impose, charge and collect fees for use of the Umbrella Transportation System as the Umbrella Board sees fit and in its full and complete discretion from time to time. All fees and charges imposed in connection with the Umbrella Transportation System shall belong to the Umbrella Association as part of its general funds and shall be taken into consideration in establishing budgets and assessments pursuant to this Declaration.

Section 4.4 Umbrella Property Use and Restrictions. Subject to other applicable provisions of this Umbrella Declaration, each Owner shall have the right to use the Umbrella Property and improvements thereon for their intended use provided that the use and enjoyment hereof shall be controlled and governed by the Umbrella Board and the rules and regulations established by the Umbrella Board in connection therewith from time to time.

Section 4.5 Effect on Insurance. Nothing shall be done or kept on in or about the Umbrella Property which will increase the rate of insurance on the Umbrella Property, or which would result in cancellation of insurance on any of the Umbrella Property, or which would be in violation of any applicable law, without the prior written consent of the Umbrella Board.

Section 4.6 Alteration of Umbrella Properties and Signs. Nothing shall be altered, installed, placed or constructed in, on or about, or removed from, any Umbrella Property or improvements, except with the prior written consent of the Umbrella Board. No sign of any kind shall be displayed to the public view on any Umbrella Property without the prior written consent of the Umbrella Board. This section shall not apply to Declarant.

Section 4.7 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, on or about any Umbrella Property. Any pet on the Umbrella Property shall at all times be subject to rules and regulations adopted by the Umbrella Board, or Bylaws adopted by the Umbrella Association, including with respect to pet relief. If an Owner violates the provisions thereof with respect to pet relief, the Umbrella Board may, in its discretion, designate the particular pet a nuisance and impose up to a \$100 per month charge against the Owner of the designated pet which assessments shall be chargeable against the Owners' Unit as an additional special assessment under Section 19.1 of the Phase Parcel Unit Declaration applicable to the Owner's Unit and any such special pet assessment shall, for purposes of this Umbrella Declaration, be fully chargeable and enforceable against the Unit under Article 19 of the applicable Phase Parcel Unit Declaration as if such amount were a regular monthly assessment under said Article 19. The Umbrella Board may also at any time require the removal of any pet which it finds is disturbing other Owners or occupants

unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain.

Section 4.8 Trees. No trees or other plants located in the Umbrella Property including the Greenbelt Area shall be planted, topped, cut or removed by any Owner or Unit Association without the prior written consent of the Umbrella Board.

ARTICLE 5. UMBRELLA ASSOCIATION

Section 5.1 Form of Association. The Umbrella Association will be a nonprofit corporation formed by Declarant under the laws of the state of Washington.

Section 5.2 Membership. The members of the Umbrella Association shall consist of the Unit Associations of each Phase Parcel having a Unit Association or the Owner(s) of any Phase Parcel not subjected to a Unit Declaration at the time.

Section 5.3 Number of Votes. The total voting power of the Umbrella Association shall be the number of votes equal to the number of Units on the Phase Parcels on the Property at the time. Subject to Section 7.4, each member of the Umbrella Association shall have the number of votes equal to the number of Units on its Phase Parcel(s) at the time. Units under construction shall be disregarded for purposes of this Section until substantial completion of construction.

Section 5.4 Casting of Votes. Each member's votes at a meeting of Umbrella Association or by its representative on the Umbrella Board must be cast as a Unit and such votes shall not be otherwise cast. Notwithstanding anything set forth in this Section 5.4, however, if at the time of a vote, a Phase Parcel is owned jointly by Unit Owners and another Owner or Owners, including Declarant, then the total voting power of such Phase Parcel shall be shared by the Unit Association or Associations and the other Owner or Owners, pro rata in accordance with the number of Units allowable on their respective properties pursuant to the Unit Declarations. In the event that all votes for a Phase Parcel not subjected to a Unit Declaration at the time of a vote are cast are cast otherwise than as a Unit, none of said votes shall be counted and said votes shall be deemed void with regard to the matter for which the votes were cast.

Section 5.5 Annual and Special Meetings. There shall be an annual meeting of the members of the Umbrella Association in the first quarter of each fiscal year of the Umbrella Association at such reasonable place and time as may be designated by written notice from the Umbrella Board delivered to the members no less than 30 days before the meeting. Special meetings of the members of the Umbrella Association may be called at any time, in the manner provided in the Bylaws, for any purpose specified by the Umbrella Board. All Unit Owners shall be entitled to attend and be heard at any annual meeting or special meeting of the members of the Umbrella Association but only the person or persons authorized in writing by a Unit Association member's board of directors shall be entitled to vote on behalf of that member.

Section 5.6 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 Umbrella Board or an Owner, of the expenses, itemizing receipts and disbursements for such fiscal year and the allocation thereof to each Unit Association, and a presentation of the estimated Umbrella Property expenses for the current fiscal year. The Umbrella Board at any time, or members having 45% of the voting power of the Umbrella Association, may require that an audit of the Umbrella Association and management books be presented at any special meeting.

Section 5.7 Books and Records. The Umbrella Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Umbrella 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 Umbrella Association shall be available for examination by the Owners, Unit Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 5.8 Articles and Bylaws of the Umbrella Association. Before conveyance of the Umbrella Property to the Umbrella Association, Declarant will adopt articles of incorporation and, under its authority to act as the Umbrella Board, will adopt the Umbrella Bylaws to supplement this Umbrella Declaration and to provide for

the administration, management and operation of the Umbrella Association and the Umbrella Property and for such other purposes as are not inconsistent with this Umbrella Declaration. Declarant may, without the necessity of obtaining the consent of any Owner or any Unit Association, amend the Umbrella Articles and Umbrella Bylaws from time to time until the Umbrella Transition Date. After the Umbrella Transition Date the Umbrella Bylaws may be amended by the Umbrella Board, provided that no provision of the Umbrella Bylaws may be adopted which is inconsistent with this Umbrella Declaration.

ARTICLE 6. NOTICES FOR ALL PURPOSES

Section 6.1 Form and Delivery of Notice. All notices given under the provisions of this Umbrella Declaration or the Umbrella Bylaws or rules or regulations of the Umbrella 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 Umbrella Board. Notice to the Owner of any Unit shall be sufficient if mailed or delivered to the apartment if no written notice of other mailing address has been given to the Umbrella Board.

ARTICLE 7. ADMINISTRATION OF UMBRELLA PROPERTY; RIGHTS RETAINED BY DECLARANT

Section 7.1 Umbrella Transition Date. The "Umbrella Transition Date" shall be the date control of the Umbrella Property passes from Declarant to the Umbrella Association. The Umbrella Transition Date will be the earlier of either (i) the date designated by Declarant in a written notice to Owners, which date may at Declarant's election be any date after this Umbrella Declaration has been recorded; or (ii) the 120th day after each and every Phase Parcel on the Property has been subjected to a Unit Declaration pursuant to which control of the Phase Parcel has passed from Declarant to the governing Unit Association; or (iii) twelve years from the date this Umbrella Declaration is recorded.

Section 7.2 Declarant's Powers until Umbrella Transition Date. Until the Umbrella Transition Date, Declarant shall have the full power and authority to

exercise all of the rights, duties, and functions of the Umbrella Board and the officers of the Umbrella 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 Umbrella Association funds. Declarant shall have the power to contract with an experienced professional managing agent (the "Managing Agent") and delegate to the Managing Agent all of the powers and duties of the Umbrella Board that the Umbrella Board is authorized to delegate under Section 8.4. All such management contracts made by Declarant shall be subject to the same requirements as are set forth in Section 8.4 for management contracts made by the Umbrella 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 Owners, who shall have all the powers, duties, and functions of the Umbrella Board. Any contract [except those relating to or constituting utilities, easements, and the like, including, without limitation, power, telephone, cable television, etc., now or hereafter recorded in the Official Records of King County, Washington (including by memorandum or in short form)], made by Declarant, its Managing Agent, or the interim board (including management contracts) that would otherwise extend beyond the Umbrella Transition Date shall be terminable by the Umbrella Board after the Umbrella Transition Date upon 30 days' notice.

Section 7.3 Transfer of Administration. On the Umbrella Transition Date the authority and responsibility to administer and manage the Umbrella Association and the Umbrella Property, subject to this Umbrella Declaration and the Umbrella Bylaws, shall pass to the Umbrella Association. The Umbrella Association shall be governed by a board (that is, the first Umbrella Board elected by the members on or after the Umbrella Transition Date) consisting of Unit Associations then in existence in connection with Phase Parcels on the Property, the intent being each Unit Association shall appoint one member of the Umbrella Board. Each member of the Umbrella Board shall, except as provided herein, be a member of the Board of Directors of the Unit Association which it represents. Should any Phase Parcel not be subjected to cease to be subjected to a Unit Declaration, or should any Phase Parcel be removed from the Condominium form of ownership and use, the member of the Umbrella Board for that

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particular Phase Parcel shall be selected by the Owners of such Phase Parcel.

Section 7.4 Declarant's Representation on Umbrella Board. During any period following the Umbrella Transition Date until Declarant owns and holds for sale less than three Units on the Entire Property, the Declarant shall have the right to appoint an additional member ("Declarant's Umbrella Board Member") to the Umbrella Board, which appointee shall not be required to be a member of a Board of Directors of a Phase Parcel Unit Association; Declarant's Umbrella board Member shall serve at the pleasure of Declarant and have the number of votes equal to the number of Units owned by Declarant at the time on all Phase Parcels then subjected to Unit Declarations, and the voting power of each affected Unit Association Member of the Umbrella Association shall be reduced by the voting power so shifted to and vested in the Declarant's Umbrella Board Member pursuant to the provisions of this 7.4.

ARTICLE 8. AUTHORITY OF THE UMBRELLA BOARD

Section 8.1 Adoption of Rules and Regulations. The Umbrella Board is empowered to adopt, amend, and revoke on behalf of the Umbrella Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Umbrella Declaration and to promote the comfortable use and enjoyment of the Umbrella Property by Owners. The rules and regulations of the Umbrella Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Umbrella Property or a Phase Parcel. The Umbrella Board shall operate, preserve, maintain, repair, replace and manage the Umbrella Association and the Umbrella Property in accordance with this Umbrella Declaration and shall have all of the powers, authority, duty and responsibilities set forth in this Umbrella Declaration, including, but not limited to, those requirements relating to rules and regulations, enforcement of this Umbrella Declaration, providing goods and services, obtaining a managing agent, protecting the Umbrella Property, audits, books and records, inspection of documents, reserve funds and annual reports.

Section 8.2 Enforcement of Umbrella Declaration, Etc. The Umbrella Board (or Declarant, or Declarant's Managing Agent, or the interim board of directors until

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the Umbrella Transition Date) shall have the power and the duty to enforce the provisions of this Umbrella Declaration, the Umbrella Articles, the Umbrella Bylaws, and the rules and regulations of the Umbrella Association for the benefit of the Owners. The failure of any Owner to comply with the provisions of this Umbrella Declaration, the Umbrella Articles, the Umbrella Bylaws, or the rules and regulations of the Umbrella Association will give rise to a cause of action in the Umbrella Association (acting through the Umbrella Board) and any aggrieved Owner for recovery of damages, or injunctive relief, or both. If after the Umbrella Transition Date a legal action is brought to interpret or enforce compliance with the provisions of this Umbrella Declaration, the Umbrella Articles, the Umbrella Bylaws, or the rules or regulations of the Umbrella Association, the prevailing party shall be entitled to judgement against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 8.3 Goods and Services. The Umbrella Board shall acquire and pay for as common expenses of the Umbrella Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Umbrella Association and the Umbrella Property, including any replacements deemed necessary by the Umbrella Board. The goods and services shall include (by way of illustration and not limitation) utility services, policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of the Umbrella Property, and all supplies, materials, fixtures, and equipment that are in the Umbrella Board's judgment necessary or desirable for the operation of the Umbrella Property and enjoyment of it by the Owners. The Umbrella Board may hire such full-time or part-time employees as it considers necessary.

Section 8.4 Managing Agent. The Umbrella Board may, but shall not be required to, contract with an experienced professional Managing Agent to assist the Umbrella Board in the management and operation of the Umbrella Property and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Only the Umbrella Board and not its Managing Agent, however, can approve an annual budget or a supplemental budget or impose a special assessment on a Phase Parcel or a Unit 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 Umbrella 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.

Section 8.5 Protection of Umbrella Property. The Umbrella Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Umbrella Property, settle claims, or otherwise act in what it considers to be the best interests of the Owners or the Umbrella Association, including granting easements to utility companies or other third parties, regardless of whether any such easement benefits the Umbrella Property, a Phase Parcel, or otherwise.

Section 8.6 Other Umbrella Board Powers. The Umbrella Board may, from common funds of the Association, acquire and hold in the name of the Umbrella 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 members in the same proportion as their respective voting rights in the Umbrella Association, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Umbrella Association as the Umbrella Board may direct.

Section 8.7 Manager's Residence. The Umbrella Board may elect, pursuant to its powers under Section 8.6, to acquire a Unit (the "Manager's Unit") which shall, for so long as it is owned by the Umbrella Association, be used only as a residence for the Umbrella Association's duly appointed general manager of the Umbrella Property now or hereafter under the control of the Umbrella Board, under whatever arrangements are acceptable to the Umbrella Board in its discretion.

Section 8.8 Communiversality Fees. The Umbrella Board shall collect from each Unit Association all Communiversality Fees due to Communiversality Services as a result of the Communiversality Fee Agreement, the intent

being that the Umbrella Board shall act as a conduit for collection purposes only. Neither the Umbrella Board nor any Unit Association or Unit Association board of directors shall be personally liable to pay any Communiversity Fee due to Communiversity Services in connection with any Unit. The Umbrella Board shall, in cooperation with Communiversity Services, establish and maintain a system pursuant to which Unit Owners in good standing in connection with the Communiversity Fee (including Unit Owners as to whom Communiversity Services has waived any Communiversity Fee) shall be entitled to the benefits of the Communiversity Fee Agreement, and, conversely, any Unit Owner who fails to pay an Communiversity Fee due to Communiversity Services from such Owner shall not be entitled to the benefits of the Communiversity Fee Agreement. Each Unit Association shall add the Communiversity Fee to its assessments to each Unit Owner as to whom an Communiversity Fee is due, and not waived by Communiversity Services, pursuant to the Communiversity Fee Agreement.

Section 8.9 Commercial Areas; Commercial Owners' Committee. The Umbrella Board is empowered to adopt, amend, and revoke on behalf of the Umbrella Association and all Unit Associations and their board of directors, detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of all Unit Declarations related to Commercial Units. The Umbrella Board's powers in connection therewith shall include anything having to do with Commercial Units, including any Common Areas or limited Common Areas (as such terms are defined in any Unit Declaration) associated therewith, and the approval of any leases otherwise required by any Unit Declaration. The rules and regulations of the Umbrella Association, including approval of leases or changes of use, shall be binding upon all Commercial Owners and occupants and all other Persons claiming any interest in the Umbrella Property or a Phase Parcel. If the Umbrella Board elects to exercise the power granted to it pursuant to this Section 8.9, it shall establish a committee of Commercial Unit Owners (the "Commercial Owners' Committee"). The Owner of each Commercial Unit Owner shall have the right to designate a Person to serve on the Commercial Owners' Committee. Any Owner of more than one Commercial Unit may designate a member of the Condominium Owner's Committee for each Commercial Unit so owned. No Commercial Unit Owner is required to designate a member of the Commercial

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Owners' Committee, but any designated member shall always be permitted to participate as a member of the Commercial Owners' Committee and shall not be excluded from such participation. The Commercial Owners' Committee shall have the full and complete authority to set its own rules for its operations provided that all decisions shall be made by majority vote. The purpose of the Commercial Owners' Committee shall be to advise the Umbrella Board respecting any and all matters from time to time affecting the Commercial Units and the use thereof. Except for emergency situations which may arise, the Umbrella Board shall obtain the advice of the Commercial Owners' Committee before adopting any rule or regulation affecting Commercial Units or before taking action on a subject which may affect the Commercial Units. The decisions and recommendations of the Commercial Owners' Committee, however, shall be advisory only and the Umbrella Board shall not be bound by them. The responsibility of the Umbrella Board in connection with Commercial Units shall be to act and exercise its authority and discretion as it deems in the best interest of the Providence Point community as a whole and to best accommodate the interests and concerns of the residential and Commercial Units, not exclusively one or the other.

Section 8.10 Authority Over Unit Associations and Phase Parcels. The Umbrella Board shall have all of the power, authority and responsibility delegated to it or the Umbrella Association or vested in it or the Umbrella Association, of any kind or nature whatsoever, by any Unit Declaration, provided that the Umbrella Board or the Umbrella Association may, from time to time decline to exercise any such power, authority or responsibility, in whole or in part, as it or they see fit in its or their absolute discretion, provided, however, that notwithstanding that the Umbrella Board or the Umbrella Association may decline from time to time to exercise any such power, authority or responsibility granted it by a Unit Declaration, the Umbrella Board and the Umbrella Association shall for the duration of this Umbrella Declaration, have the full, complete and unconditional right to reestablish power, authority or responsibility over each and all such matters and no failure of the Umbrella Board, whether by inaction or otherwise, to exercise any such power, authority or responsibility in connection with anything as to which a Unit Declaration grants the Umbrella Board or the Umbrella Association

power, authority or responsibility shall be deemed a waiver or relinquishment of such power, authority or responsibility.

Section 8.11 Authority to Set Policy in Connection with Age Restriction. The PUD Ordinances presently require that occupants of Units be at least 62 years of age (the "Age Restriction"). The Age Restriction shall be met in the case of couples occupying a Unit if one of them is age 62 or more. King County recognizes, through its Department of Planning and Community Development, that circumstances will occur in which it will be in the interest of the Providence Point Community to waive the Age Restriction from time to time while at the same time upholding the spirit of Providence Point as a retirement community. Accordingly, the Umbrella Board shall have the absolute right to waive the Age Restriction in connection with any Unit occupant or any class of Unit occupants if it determines, in its full and complete discretion, that (i) literal interpretation and application of the Age Restriction would work an unreasonable hardship on a Unit Owner or class of Unit Owners and (ii) the particular waiver is in the best overall interest of the Unit Owners as a group. Any decision of the Umbrella Board waiving or refusing to waive the Age Restriction shall be fully and completely binding upon all Owners and occupants of all Units unless there is a showing of fraud or other manifest error. Decisions of the Umbrella Board waiving the Age Restriction shall be published as a rule or regulation in the case of any waiver generally applicable to a class of Owners or a class of occupants, but need not otherwise be published. The Age Restriction shall not apply to any of the Commercial Units or the Manger's Unit during such periods as such Units are used as such. By acceptance of a deed or other conveyance of a Unit, each Owner, for himself and anyone occupying his Unit by, under or through him, shall thereby be deemed fully, completely and unconditionally to have acknowledged and agreed that (i) the Age Restriction is for the mutual benefit of all Unit Owners and is not based upon nor shall it be invoked in order to discriminate against any person on the basis of race, color, creed, national origin or sex; (ii) Declarant cannot and does not represent or warrant that the Age Restriction is enforceable by law; (iii) Declarant shall not be liable for any damages whatsoever resulting from a judicial determination that the Age Restriction is unenforceable in whole or in part, and (iv) any decision of the Umbrella Board waiving the

Age Restriction pursuant to the authority vested in it pursuant to this Section 8.11 shall be fully and completely binding whether with or without notice, the intent being that the Umbrella Board shall have no obligation to give prior notice of its consideration of possible waivers of the Age Restriction in the ordinary course of its business.

ARTICLE 9. BUDGET AND ASSESSMENT FOR UMBRELLA EXPENSES

Section 9.1 Fiscal Year; Preparation of Budget.
The Umbrella Board may adopt such fiscal year for the Umbrella Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. Within thirty (30) days prior to the beginning of each fiscal year, the Umbrella Board shall estimate the charges (including common expenses, and any special charges for particular Owners of Phase Parcels) 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 Umbrella Property; 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 Umbrella Property and improvements, including security guards and other employees, (ii) premiums on all insurance policies required or permitted by this Declaration, (iii) all real property and other taxes and assessments on the Umbrella Property or improvements, and (iv) expenses established from time to time as common expenses by the Umbrella Association or the Umbrella Board. Without limiting the generality of the foregoing but in furtherance thereof, the Umbrella Board shall create and maintain from regular monthly assessments a reserve fund for maintenance and repairs and for replacement of the Umbrella Property or improvements which can reasonably be expected to require replacement prior to the end of the useful life of all Phase Parcel buildings. The Umbrella Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace each improvement or betterment covered by the fund at the end of its estimated useful life. The Declarant or initial Umbrella Board may at any suitable time establish the first such estimate. If the sum estimated and budgeted at

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any time proves inadequate for any reason (including non-payment for any reason of any Owner's assessment), the Umbrella Board may at any time levy a further assessment, which shall be assessed to the members in like proportions. Notwithstanding any provisions of this Article 9, until the Umbrella 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 Umbrella Property and improvements.

Section 9.2 Monthly Assessments.

9.2.1 The sums required by the Umbrella Association for 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. Each member of the Umbrella Association shall be responsible for that portion of the Umbrella Association's budget which represents the percentage of votes such member has in the Umbrella Association. Such amount of the common expenses for which each member of the Umbrella Association is responsible shall be a common expense of that member and shall also be assessed against the Unit Owners of that member in accordance with the assessment provisions of the member's Unit Declaration. Notwithstanding the foregoing, however, the Umbrella Association (i) may make a special assessment against a member to the extent it renders service to or in connection with the "Common Areas" or "Common Areas and Facilities" (as defined in the member's Unit Declaration), including, without limitation, trees and other landscaping, on or about the Phase Parcel or Phase Parcels of a member, whereupon, any such special assessment shall, if a member's Phase Parcel is hereafter subjected to a Unit Declaration, also be assessed against the Unit Owners of that member in accordance with the assessment provisions of that member's Unit Declaration, and (ii) shall specifically assess and collect from each member of the Umbrella Association amounts which are flat fees (such as, for example, the Communiversity Fee or the emergency medical notification services fee) on a Unit, which such fees shall be assessed, notwithstanding that the member's Units are subject to the Condominium Act, as flat rates against each Unit rather than based upon the percentage ownership of Condominium Common Areas and

Facilities, and (iii) shall have the right to adjust assessments in the course of each fiscal year to account for changes in members' relative voting power in the Umbrella Association, but shall not be required to do so. If any Phase Parcel is either removed from the Condominium form of ownership and use, or ceases to be subjected to a Unit Declaration, such amount of common expenses or special assessments attributable to such Phase Parcel shall be assessed against all Owners of that Phase Parcel. Any failure of the Umbrella Association to make a budget or assessment shall not be deemed a waiver or modification with respect to the Umbrella Association or a release of any member of the Umbrella Association from the obligations to pay assessments.

ARTICLE 10. LIEN AND COLLECTION OF ASSESSMENTS

The lien for Umbrella Association and Umbrella Property expense assessments and special assessments shall be enforceable by the Umbrella Association against its members as well as by each Unit Association of any Phase Parcel for those assessments made by the Umbrella Association against its members. Collection of such assessments by the Umbrella Association shall be in accordance with the provisions (including limitations with respect to a First Mortgagee [as defined in the applicable Phase Parcel Unit Declaration] of a Unit) for collection of assessments set forth in the Unit Declaration applicable to the Phase Parcel. The Umbrella Board and the Umbrella Association shall for purposes hereof, have all of the rights of the board of directors of the Unit Association having jurisdiction over a Phase Parcel to the extent of and as set forth in the Article entitled "Lien and Collection of Assessments" of the Unit Declaration of the Phase Parcel, the provisions of which are incorporated by reference as if fully here set forth. Should any Phase Parcel or portion thereof be removed from the Condominium form of ownership and use, the assessments of the Umbrella Association shall constitute a lien against the removed real property, from the date of assessment. If the ownership of such removed property is divided among various Owners, such lien shall be against the interests in the real property which each such Owner shall have, prorata on the basis of the number of Units on the property at the time or the Units permitted on the property by the P.U.D. ordinances, whichever is greater. The rights and powers of the Umbrella Association to bring

suit for unpaid assessments and to assert and foreclose liens against Phase Parcels subject to the Umbrella Declaration which does not become subjected to a Unit Declaration or becomes removed from the Condominium form of ownership and use shall not be affected by such non-subjection or removal, and the rights and powers of the Umbrella Association shall remain against the non-subjected or removed Phase Parcels and the Owners thereof (i) in the case of removed Phase Parcels, as if the Phase Parcels had not been removed from the Condominium form of ownership and use, and (ii) in the case of non-subjected Phase Parcels as if the Phase Parcels had in fact been subjected to that certain Unit Declaration entitled "Declaration and Covenants, Conditions, Resolutions, Easements and Reservations for Center Village I, a Condominium," currently recorded herewith and were subject to Article 19 thereof, the terms and provisions of which Article 19 are incorporated by reference as if fully here set forth, and for purposes of this Umbrella Declaration, any reference in the said Article 19 to "Apartment Owner" shall mean an Owner as defined herein. The Umbrella Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter be delinquent; in the absence of another established, non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgement a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in connection with the prosecuting of the action, in addition to costs permitted by law. The remedies provided herein are cumulative and the Umbrella Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 11. FAILURE OF UMBRELLA BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Umbrella Board in any instance to insist upon the strict compliance with this Umbrella Declaration or the Umbrella Bylaws or rules and regulations established by the Umbrella Board, 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 Umbrella Board of payment of any assessment from a member of the Umbrella Association or from an Owner, with knowledge of any breach by the member or the Owner, shall not be a waiver of the breach. No waiver by the Umbrella Board of any requirement shall be effective unless expressed in writing and signed for the Umbrella Board. This Article also extends to the Declarant, Declarant's Managing Agent, and the interim board of directors, exercising the power of the Umbrella Board before the Umbrella Transition Date.

ARTICLE 12. LIMITATION OF LIABILITY

So long as an Umbrella Board member, or Umbrella Association committee member, or Umbrella 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 other Person, including the Umbrella Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this section shall not apply where and to the extent the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Umbrella Board.

ARTICLE 13. INDEMNIFICATION

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

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ARTICLE 14. INSURANCE

Section 14.1 Coverage Required. The Umbrella Board shall cause the Umbrella Association to purchase and maintain at all times as a common expense, with such deductible provisions as the Umbrella Board deems advisable, a policy or policies and bonds necessary to provide property insurance (more fully described in Section 14.2); comprehensive liability insurance (more fully described in Section 14.3); fidelity bonds (more fully described in Section 14.4); workmen's compensation insurance to the extent required by applicable laws; insurance against loss of personal property of the Umbrella Association by fire, theft, or other causes; such property and liability insurance as the Umbrella Board deems advisable in connection with the Umbrella Transportation System; insurance, if available, for the protection of the Umbrella Association's directors, officers, and representatives from personal liability in the management of the Umbrella Association's affairs; and such other insurance as the Umbrella Board deems advisable. The Umbrella Board shall review the adequacy of the Umbrella 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 therein, the Umbrella 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 (as defined in a Unit Declaration) or Owner or insurer of a Unit on the Property, except to the extent such coverage is not available or has been waived in writing by such entity.

Section 14.2 Property Insurance. The property insurance policy 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 a minimum, consist of a standard form fire insurance policy, in an amount equal to the full replacement cost (i.e., 100% of current replacement cost

exclusive of land, foundation, excavation, and other items normally excluded from coverage) of all buildings, fixtures and equipment belonging to the Umbrella Association with an "Agreed Amount Endorsement" or its equivalent, and 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, as the Umbrella Board 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 perils as are customarily covered with respect to improvements of similar construction in the greater Seattle area. Nothing herein shall require the Umbrella Association to duplicate hazard insurance coverage on portions of the Umbrella Property insured by a Unit Association pursuant to the applicable provisions of a Unit Declaration, but all costs thereof and any deductible amount absorbed by a Unit Association incident to a loss shall be borne by the Umbrella Association as a common expense of the Umbrella Association.

Section 14.3 Comprehensive Public Liability Insurance. The comprehensive policy of public liability insurance shall insure the Umbrella Board, the Umbrella Association, the Owners, Declarant, and the Managing Agent, and cover all of the Umbrella Property and improvements, with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of any Owner or other Person, including Unit Association because of the negligent acts of the Umbrella Association, or of another Unit Association or 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 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.

Section 14.4 Additional Policy Provisions. Any insurance obtained pursuant to Sections 14.2 and 14.3

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above shall contain the following provisions and limitations:

14.4.1 The named insured shall be the Umbrella Association.

14.4.2 Coverage 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 insured named therein and to each Unit Association.

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

Section 14.5 Fidelity Bonds. The required fidelity bonds shall afford coverage to protect against dishonest acts of the employees of the Umbrella Association or the Managing Agent and all other Persons who handle or are responsible for handling funds of the Umbrella Association and be in an amount equal to at least 150% of the estimated annual operating expenses of the Umbrella Association and Umbrella Property, including reserves. All such fidelity bonds shall name the Umbrella 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 the Umbrella Association, and each Unit Association.

ARTICLE 15. DAMAGE AND REPAIR OF DAMAGE TO UMBRELLA PROPERTY

Section 15.1 Definitions. As used in this Article 15, the following terms shall have the following meanings:

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

15.1.2 "Repair" shall mean restoring the improvements to substantially the same condition in which they existed before they were damaged, subject to modifications to conform to applicable governmental rules and regulations or available means of construction.

Section 15.2 Board Determination. In the event of damage to any part of the Umbrella Property, the Umbrella 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 Umbrella Board deems advisable:

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

15.2.2 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.

15.2.3 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.

15.2.4 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 member of the Umbrella Association if the excess cost were to be paid as a maintenance expense and specially assessed against all the members in proportion to their respective votes in the Umbrella Association.

Section 15.3 Notice of Damage. The Umbrella Board shall promptly, and in all events within 30 days after the date of damage in excess of \$100,000, provide each Owner of a Unit with a written notice describing the damage and summarizing the Umbrella Board's determinations made under Section 15.2. The Umbrella Board shall, for this purpose, be entitled to rely upon information provided to it by each of its Phase Parcel members as to Unit Owners and their addresses.

Section 15.4 Execution of Repairs.

15.4.1 The Umbrella Board shall promptly repair the damage and use any available insurance proceeds therefor. If the cost of repair exceeds available insurance proceeds, the Umbrella Board shall impose a special assessment against all members in proportion to their respective votes in the Umbrella Association.

15.4.2 The Umbrella 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 Umbrella Board, by means of insurance proceeds and sufficient assessments, has made provision for the cost thereof. The Umbrella Board may further authorize the insurance carrier to proceed with the repair work if the Umbrella Board is satisfied that such work will be satisfactorily carried out, and such authorization does not contravene any other agreement to which the Umbrella Association may be a party or any requirement of applicable law.

ARTICLE 16. EASEMENTS AND RESERVATIONS

Section 16.1 Nonexclusive Easements. Subject only to specific limiting provisions (i) of this Umbrella Declaration or (ii) in the case of a Phase Parcel subject to the Condominium Act, set forth in or arising out of a Phase Parcel Unit Declaration or the Condominium Act and having to do with the restricted use of particular limited Common Areas (as defined in the applicable Unit Declaration), Declarant hereby grants, reserves and declares for the benefit of the present and future Owners, including Declarant, of all or any part of the Entire Property, including, without limitation, the Property, the Phase Parcels and the Other Parcels, and each of their grantees, tenants, successors, heirs, executors, administrators, and assigns, the following nonexclusive easements:

- (i) An easement to use, for ingress and egress, all roadways, walkways and pathways as they now exist or are hereafter constructed or modified (provided, however, that they shall not be so modified as to preclude their convenient use for ingress and egress) on or about the Property; and

- (ii) An easement to use for their intended purposes, the recreational, maintenance, public parking, and other areas and facilities on the Property as they now exist or are hereafter constructed or modified (provided, however, that (a) they shall not be so modified as to preclude their convenient use for their intended purposes and (b) such easement shall not benefit any present or future Owner, including Declarant, or any of their respective grantees, tenants, successors, heirs, executors, administrators, or assigns, of any of the Entire Property not subjected at the time to the Umbrella Declaration by a Subsequent Umbrella Phase Certificate); and
- (iii) An easement to install, have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electrical, gas, telephone, cable television and other utility lines on the Property as they now exist or are hereafter constructed or modified (provided, however, that they shall not be so modified as to preclude their convenient use for their intended purposes and provided further that the rights granted and reserved hereby in connection with utilities shall not be exercised in a manner that will overload or materially impair the use and enjoyment thereof);
- (iv) An easement to install on the surface, and to have access to, and to tie into using underground lines, a heat pump exchange 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 benefitted by a heat pump exchange unit; and

- (v) An easement from the Umbrella Property onto any Phase Parcel and from any Phase Parcel onto the Umbrella 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 Umbrella Association or any Unit 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.

The easements now or hereafter granted or reserved or arising out of subsections (i), (iii) and (iv) of this Section 16.1 shall be perpetual and shall run with the land and shall forever benefit every Owner or occupant of any improvement or improvements on any Phase Parcel on the Entire Property including, without limitation, to the full extent necessary to satisfy any and all access requirements imposed by the Condominium Act, and shall not under any circumstances whatsoever be extinguished by the removal of any Phase Parcel from the Condominium form of ownership and use.

Section 16.2 Construction and Sales Related Easements and Rights Reserved by Declarant. In addition to all other easements and rights enjoyed by Declarant as a result of the other provisions of this Declaration, Declarant hereby reserves an easement over, across and through the roadways of the Umbrella Property for the purpose of constructing buildings and related improvements, including, without limitation, Units, retail areas, and other improvements of any kind or nature whatsoever, on each and all of the Other Parcels, from time to time, completing the same, and exhibiting or preparing the same for sale or lease. Declarant also reserves the right to use improvements constructed by Declarant on any Umbrella Property and any Phase Parcel as

a sales or administrative office or model apartment or other purposes reasonably necessary or convenient for Declarant's sales program until such time as Declarant has developed Units on all Phase Parcels and no longer owns and holds for sale Units on any Phase Parcel.

Section 16.3 Reservation of Greenbelt Area Recreational Easement. Declarant reserves, for itself its successors and assigns, the right to grant to the present and future Owners, including Declarant, of all or any of Declarant's Expansion Land the right to use the Greenbelt Area and any improvements therein or thereon from time to time, for recreational purposes, to the same extent that any Owner or occupant of a Phase Parcel could use the Greenbelt Area. Declarant may make such election, if at all, by duly executing and recording in the Official Records of King County, within twelve years from the date of recording hereof, an instrument manifesting such election. Declarant's election shall be deemed a covenant on its own behalf and on behalf of all Persons who then or thereafter acquire an interest in Declarant's Expansion Land or any part thereof, (i) that they submit themselves to, and agree to be bound by, this Umbrella Declaration, the Umbrella Articles and Umbrella Bylaws and all duly adopted rules and regulations of the Umbrella Board as they now or hereafter exist and (ii) to pay to the Umbrella Association their prorata share of all costs and expenses of operation and maintenance of the Greenbelt Area and trails and other recreational improvements therein, including, without limitation, common expenses and real estate taxes and assessments, the intent being that any cost or expense which the Umbrella Association could impose upon any Owner or occupant of a Phase Parcel shall be paid, prorata, by the Owners and occupants of Declarant's Expansion Land enjoying the benefits of the Greenbelt Area. For this purpose, "prorata share" shall be determined by the number of single family dwelling Units (however denominated, and including, without limitation, Condominium Units, apartments, houses, townhouses, duplexes, triplexes, congregate living facilities, and the like) on the Phase Parcels compared to the number of single family dwelling Units on Declarant's Expansion Land as of the first day of each fiscal year of the Umbrella Association. Dwelling Units under construction shall be disregarded. Declarant's rights under this section are expressly conditioned upon Declarant's Expansion Land being subjected to an Owners'

association (the "Declarant's Expansion Land Homeowners' Association") which will for all purposes hereof act as an intermediary for collection and other purposes between the Umbrella Association and the Owners and occupants of Declarant's Expansion Land. The Owners and occupants of Declarant's Expansion Land shall have the right to enjoy the use of the Greenbelt Area only if and for so long as such Declarant's Expansion Land Homeowners' Association continues to exist and timely pays to the Umbrella Association the full and complete prorata share of Greenbelt Area costs as hereinabove set forth. The Declarant's Expansion Land Homeowners' Association shall pay its annual prorata charge to the Umbrella Association in monthly installments on the first day of each calendar month, in advance, in an amount estimated by the Umbrella Board. Within 90 days of the end of each fiscal year, the Umbrella Association shall furnish to the Declarant's Expansion Land Homeowners' Association a certified statement in reasonable detail of the actual costs and expenses paid or incurred by the Umbrella Association during such period with respect to the Greenbelt Area, which statement shall be prepared in accordance with generally accepted accounting principles by the Umbrella Association's accountant and thereupon there shall be an adjustment between Declarant's Expansion Land Homeowners' Association and the Umbrella Association, with payment to or repayment by the Umbrella Association, as the case may require. Such statement so certified shall be conclusive between the parties. If, for any reason whatsoever, the Declarant's Expansion Land Homeowners' Association fails to pay the amount due to the Umbrella Association within ten days of notice, the Umbrella Association may at any time thereafter by notice to the Declarant's Expansion Land Homeowners Association terminate all rights of the Owners and occupants of Declarant's Expansion Land to use the Greenbelt Area for recreational purposes pursuant to this Section 16.3. All terms and provisions of this Section 16.3 shall be deemed covenants running with the land and shall bind and benefit the Declarant's Expansion Land and the Greenbelt Area, and all Persons who have an interest or estate in any part thereof. This Section 16.3, however, shall be void and of no effect, without action by any Person, if Declarant fails to acquire, of record, fee title or a real estate contract vendee's interest in Declarant's Expansion Land within twelve years from the date hereof.

Section 16.4 General Reservation of Easements and Rights. In addition to all other easements and rights declared or reserved herein by Declarant, Declarant hereby reserves the easements and rights reserved by Declarant in the Unit Declaration for Phase Parcel I concurrently recorded herewith as well as the right to grant and reserve similar easements and rights in connection with any Unit Declaration subsequently recorded on any other Phase Parcel, and the right to grant and to reserve easements and rights incident to Commercial Units or commercial areas now or hereafter located on the Property or the Umbrella Property as Declarant deems necessary or desirable in its absolute discretion.

ARTICLE 17. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS RUN WITH LAND AND ARE NOT EXTINGUISHABLE

The Covenants, Conditions, Restrictions, Reservations and Easements granted, reserved and declared in this Umbrella Declaration shall run with the land constituting the Property, shall at all times inure to the benefit of and be binding upon each Person who has at any time an interest or estate in any part of the Property, and shall not be extinguished by the removal of any Phase Parcel from the Condominium form of ownership and use or from being subjected to a Unit Declaration.

ARTICLE 18. AMENDMENTS

Section 18.1 General Requirements. Any member of the Umbrella Association may propose amendments to this Umbrella Declaration. Amendments shall be submitted in writing designating the amendment proposed. Such amendments shall be submitted to the members of the Umbrella Association for their consideration at a meeting called for such purpose. 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 and certain members of the Umbrella Association and all Unit Owners in each Phase Parcel and all Institutional Holders of First Mortgages on Units shall be required for adoption of an

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amendment altering the voting power of the members of the Umbrella Association. All other amendments shall be adopted if approved by 60% of the voting power of the Umbrella Association. Notwithstanding the foregoing, however, no amendment to this Umbrella Declaration shall be allowed if it violates any provision of a Phase Parcel Unit Declaration of record at the time. In addition, the prior written approval of 75% of the Institutional Holders of First Mortgages (determined on the basis of the number of Mortgages held) on Units will be required for any material amendment of this Umbrella Declaration. Once an amendment has been adopted by the Umbrella 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 Umbrella Association, has been recorded in the public records. The terms "Mortgage", "First Mortgage", "Mortgagee" and "Institutional Holder" shall have the meaning set forth in that certain Unit Declaration entitled "Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Center Village I, a Condominium" concurrently recorded herewith.

Section 18.2 Exceptions to General Requirements. The provisions of Section 18.1 shall not apply to amendments arising out of this Section 18.2. Declarant reserves the right, without the consent of any other Persons, including, without limitation, the Umbrella Board, the Umbrella Association, any Unit board of directors or Unit Association, or any Owner, to amend this Umbrella Declaration, the Umbrella Articles and the Umbrella Bylaws (i) as may be necessary to comply with regulations and requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") or the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to the FHLMC or the FNMA 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 correct, clarify or complete legal descriptions, (iii) to correct obvious technical or typographical errors or omissions or (iv) to conform to any requirements of applicable law. If Declarant, in its sole discretion, determines that it is necessary so to amend this Umbrella Declaration, the

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Umbrella Articles or the Umbrella Bylaws, then Declarant, on behalf of itself, the Umbrella Association, each and every Unit Association and each and every Owner, is hereby authorized to execute and to have recorded (or filed, in the case of the Umbrella Articles) said required amendment or amendments. Each and every Unit Association by the act of the recording of its Unit 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 a Unit, 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 Phase Parcels and Units and Unit Associations 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 18.2 shall expire on the Umbrella Transition Date; from and after the Umbrella Transition Date, this Umbrella Declaration may be amended only pursuant to the provisions of Section 18.1.

ARTICLE 19. SEVERABILITY

The provisions of this Umbrella 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 as covenants, effect the common plan.

ARTICLE 20. EFFECTIVE DATE

This Umbrella Declaration shall take effect upon recording in the records of the Department of Records and Elections of King County, Washington.

ARTICLE 21. SUBORDINATION BY EXISTING LENDER

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, University Federal

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Savings Bank ("University"), successor to the interest of University Federal Savings and Loan Association, hereby subordinates to this Umbrella Declaration its interests as beneficiary of those certain Deeds of Trust respectively recorded September 30, 1983 and May 22, 1984 in the office of the Department of Records and Elections of King County under receiving Nos. 8309300846 and 8405220065. University's herein subordination is binding upon it and its successors and assigns.

DECLARANT

SWANSON-DEAN CORPORATION,
a Washington Corporation

By P. Edwards Jr.
President

UNIVERSITY

UNIVERSITY FEDERAL SAVINGS BANK,
a banking Corporation

By David Shulz

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me P. EDWARDS DEAN JR., known to me to be the President of SWANSON DEAN CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes

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therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

GIVEN under my hand and official seal this 21ST
day of JUNE, 1984.

Lynda Lee Johnson
Notary Public in and for the
State of Washington, residing
at Bellevue

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before
me DONALD L. WAHLQUIST, known to me to be
the EXEC. VICE PRES. of UNIVERSITY FEDERAL SAVINGS BANK,
the corporation that executed the foregoing instrument,
and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath stated that he
was authorized to execute the said instrument and that the
seal affixed (if any) is the corporate seal of said
corporation.

GIVEN under my hand and official seal this 21ST
day of JUNE, 1984.

Lynda Lee Johnson
Notary Public in and for the
State of Washington, residing
at Bellevue

EXHIBIT 1
TO
UMBRELLA DECLARATION

Legal Description of Entire Property

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;

ALSO EXCEPT THE SOUTH 435.00 FEET IN WIDTH OF THE NORTH 835.00 FEET IN WIDTH OF THE EAST 330.00 FEET IN WIDTH;

ALSO EXCEPT THE EAST 30.00 FEET OF SAID SUBDIVISION;

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 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 330.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S01°27'13"W 435.00 FEET;
THENCE N88°27'26"W 175.00 FEET;
THENCE N59°58'51"W 414.48 FEET;
THENCE N30°00'00"E 270.00 FEET;
THENCE S88°27'26"E 410.00 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 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVENUE S.E. AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTH LINE N88°28'02"W 512.49 FEET;
THENCE N46°34'56"E 582.03 FEET;
THENCE S88°32'49"E 100.00 FEET TO SAID WESTERLY MARGIN OF 228TH AVENUE S.E.;
THENCE ALONG SAID WESTERLY MARGIN S01°27'13"W 411.35 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:

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 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 1214.30 FEET;
THENCE S37°46'03"E 871.00 FEET;

Exhibit 1 (continued)

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THENCE N52°13'57"E 500.00 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 ARC 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 A POINT OF
TANGENCY;
THENCE CONTINUING ALONG SAID MARGIN BY THE FOLLOWING COURSES AND DISTANCES:
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 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.

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

EXHIBIT 2
TO
UMBRELLA DECLARATION

Legal Description of Umbrella Parcel I

TRACT A OF BINDING SITE PLAN RECORDED IN VOLUME 70
OF CONDOMINIUMS PAGES 86 THROUGH 93, IN
THE DIVISION OF RECORDS AND ELECTIONS OF KING COUNTY,
WASHINGTON.

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EXHIBIT 3

TO

UMBRELLA DECLARATION

Special Umbrella Improvements

1. Multi-purpose meeting room in lower level of Town Hall, subject to and in accordance with the unrecorded lease between Declarant as landlord and the Umbrella Association as tenant.
2. Office space and other areas now or hereafter made available to the Umbrella Association by Declarant from time to time.