

PARKSIDE AT WOODBRIDGE CONDOMINIUM ASSOCIATION

02.

DECLARATIONS/ AMENDMENTS

PREPARED BY:



**20030910002823**CHICAGO TITLE DCOR 69.00
PAGE 001 OF 051
09/10/2003 14:54
KING COUNTY, WA

WHEN RECORDED, RETURN TO

JAMES C MIDDLEBROOKS
ATTORNEY AT LAW
315 NW 201st Place
Shoreline, Washington, 98177
(206) 533-0805

DOCUMENT TITLE(S):
DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: NONE

GRANTOR(S): (DECLARANT)
Conner Homes Company

GRANTEE(S): (PROJECT NAME)
WOODBIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

SECTION 7, TOWNSHIP 25N, RANGE 6E, W M

☐ Additional legal is on Exhibit A of the document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Additional legal is on Exhibit A of the document

FILED BY CHICAGO TITLE INSURANCE CO.

REF. # W-03-01181-1D

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
WOODBIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM**

NOTICE TO RECORDER'S OFFICE

**AS REQUIRED BY RCW CHAPTER 64 34, AT THE TIME OF RECORDING OF THIS
DECLARATION INSERT IN SECTION 22 7 THE CROSS-REFERENCE RECORDING DATA OF
THE SURVEY MAP AND PLANS RECORDED IN CONNECTION HEREWITH**

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
WOODBIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM**

TABLE OF CONTENTS

	Page
Article 1	
INTERPRETATION	1
1 1 <u>Liberal Construction</u>	1
1 2 <u>Consistent with Act</u>	1
1 3 <u>Covenant Running With Land</u>	1
1 4 <u>Percentage of Owners or Mortgagees</u>	1
1 5 <u>Declarant Is Original Owner</u>	1
1 6 <u>Captions and Exhibits</u>	1
1 7 <u>Inflationary Increase in Dollar Limits</u>	1
1 8 <u>Definitions</u>	2
1 9 <u>Construction and Validity</u>	6
Article 2	
DESCRIPTION OF REAL PROPERTY	6
Article 3	
DESCRIPTION OF UNITS	6
3 1 <u>Number of Units</u>	6
3 2 <u>Unit Number</u>	6
3 3 <u>Unit Description</u>	6
3 4 <u>Access to Common Ways and Public Streets</u>	6
Article 4	
BOUNDARIES	7
4 1 <u>Unit Boundaries</u>	7
4 2 <u>Monuments as Boundaries</u>	7
4 3 <u>Relocation of Boundaries, Adjoining Units</u>	7
Article 5	
DESCRIPTION OF OTHER IMPROVEMENTS	7
5 1 <u>Recreational Facilities</u>	7
5 2 <u>Parking</u>	7
5 3 <u>Moorage Ships</u>	8
Article 6	
DESCRIPTION OF COMMON ELEMENTS	8
Article 7	
DESCRIPTION OF LIMITED COMMON ELEMENTS	8
7 1 <u>Limited Common Elements</u>	8
7 2 <u>Patio, Etc</u>	8
7 3 <u>Parking, Etc</u>	8
7 4 <u>Storage (Adjacent)</u>	9

7 5	<u>Storage (Other)</u>	9
7 6	<u>Miscellaneous</u>	9
7 7	<u>Boundary</u>	9
7 8	<u>Transfer of Limited Common Elements</u>	9
7 9	<u>Fireplaces</u>	9
 Article 8		
	ALLOCATED INTEREST	10
 Article 9		
	OWNER'S ASSOCIATION . . .	10
9 1	<u>Form of Association</u>	10
9 2	<u>Membership</u>	10
9 3	<u>Voting</u>	10
9 4	<u>Meetings, Notices and Quorums</u>	11
9 5	<u>Bylaws of Association</u>	11
 Article 10		
	MANAGEMENT OF CONDOMINIUM	12
10 1	<u>Administration of the Condominium</u>	12
10 2	<u>Election and Removal of Board and Officers</u>	12
10 3	<u>Management by Board</u>	12
10 4	<u>Authority of the Association</u>	13
10 5	<u>Borrowing by Association</u>	14
10 6	<u>Association Records and Funds</u>	15
10 7	<u>Association as Trustee</u>	15
10 8	<u>Common Elements, Conveyance, Encumbrance</u> . . .	15
10 9	<u>Termination of Contracts and Leases</u>	16
10 10	<u>Governmentally Required Maintenance, Etc</u>	16
10 11	<u>Maintenance, Repair, Inspection and Warranty Procedure</u>	16
10 12	<u>Association Litigation</u>	16
 Article 11		
	USE, REGULATION OF USES, ARCHITECTURAL UNIFORMITY	18
11 1	<u>Residential Units</u>	18
11 2	<u>Vehicle Parking Restrictions</u>	18
11 3	<u>Common Drive and Walks</u>	18
11 4	<u>Interior Unit Maintenance</u>	18
11 5	<u>Alterations of Units</u>	19
11 6	<u>Common Element</u>	19
11 7	<u>Adjoining Unit</u>	19
11 8	<u>Board Decisions</u>	19
11 9	<u>Limited Common Element Maintenance</u>	20
11 10	<u>Exterior Appearance</u>	20
11 11	<u>Effect on Insurance</u>	20
11 12	<u>Signs</u>	20
11 13	<u>Pets</u>	21
11 14	<u>Offensive Activity</u> . .	21
11 15	<u>Common Element Alterations</u>	21
11 16	<u>House Rules</u>	21
11 17	<u>Rental Units</u>	21
11 18	<u>Maintenance of View</u>	22
11 19	<u>Timesharing</u>	22

11 20	<u>Television, Cable, Etc</u>	22
Article 12		
	COMMON EXPENSES AND ASSESSMENTS	22
12 1	<u>Estimated Expenses</u>	22
12 2	<u>Payment by Owners</u>	23
12 3	<u>Commencement of Assessments</u>	23
12 4	<u>Allocated Liability</u>	23
12 5	<u>Limited Common Element</u>	23
12 6	<u>Only Some Units Benefitted</u>	23
12 7	<u>Insurance Costs</u>	23
12 8	<u>Utility Costs</u>	23
12 9	<u>Assessments for Judgment</u>	23
12 10	<u>Owner Misconduct</u>	23
12 11	<u>Reallocation</u>	23
12 12	<u>Lien For Assessments</u>	24
12 13	<u>Acceleration of Assessments</u>	25
12 14	<u>Delinquent Assessment Deposit, Working Capital</u>	25
Article 13		
	INSURANCE	26
13 1	<u>In General</u>	26
13 2	<u>Coverage Not Available</u>	27
13 3	<u>Required Provisions</u>	27
13 4	<u>Claims Adjustment</u>	27
13 5	<u>Owner's Additional Insurance</u>	27
13 6	<u>Certificate</u>	27
13 7	<u>Notification on Sale of Unit</u>	28
Article 14		
	DAMAGE OR DESTRUCTION, RECONSTRUCTION	28
14 1	<u>Definitions, Significant Damage, Repair, Emergency Work</u>	28
14 2	<u>Initial Board Determinations</u>	28
14 3	<u>Notice of Damage or Destruction</u>	28
14 4	<u>General Provisions</u>	29
14 5	<u>Restoration by Board</u>	29
14 6	<u>Decision to Terminate</u>	29
Article 15		
	CONDEMNATION	29
15 1	<u>In General</u>	29
15 2	<u>Partial Unit Condemnation</u>	30
15 3	<u>Common Element Condemnation</u>	30
15 4	<u>Recording of Judgment</u>	30
15 5	<u>Association to Represent Owners</u>	30
Article 16		
	COMPLIANCE WITH DECLARATION	30
16.1	<u>Enforcement</u>	30
16 2	<u>No Waiver of Strict Performance</u>	30
Article 17		
	LIMITATION OF LIABILITY	30

17 1	<u>Liability for Utility Failure, Etc.</u>	30
17 2	<u>No Personal Liability</u>	31
17 3	<u>Indemnification of Board Members</u>	31
17 4	<u>Legal Proceedings</u>	31
Article 18		
	MORTGAGEE PROTECTION	31
18 1	<u>Change in Manager</u>	31
18 2	<u>Abandonment of Condominium Status</u>	31
18 3	<u>Partitions and Subdivision</u>	31
18 4	<u>Change in Percentages</u>	32
18 5	<u>Copies of Notices</u>	32
18 6	<u>Effect of Declaration Amendments</u>	32
18 7	<u>Insurance</u>	32
18 8	<u>Inspection of Books</u>	33
Article 19		
	EASEMENTS	33
19 1	<u>General</u>	33
19 2	<u>Utility, Etc., Easements</u>	33
19 3	<u>Association Functions</u>	33
19 4	<u>Declarant Functions</u>	33
19 5	<u>Encroachments</u>	33
Article 20		
	PROCEDURES FOR SUBDIVIDING OR COMBINING	34
20 1	<u>Procedure</u>	34
Article 21		
	AMENDMENT OF DECLARATION, SURVEY MAP, PLANS	34
21 1	<u>In General</u>	34
21 2	<u>Challenge to Validity</u>	34
21 3	<u>Recording</u>	34
21 4	<u>General Limitations</u>	35
21 5	<u>Execution</u>	35
21 6	<u>Special Declarant/Development Rights</u>	35
21 7	<u>Material Amendments</u>	35
21 8	<u>Map and Plans Amendment</u>	35
Article 22		
	MISCELLANEOUS	35
22 1	<u>Notices for All Purposes</u>	35
22 2	<u>Mortgagee's Acceptance</u>	36
22 3	<u>Severability</u>	36
22 4	<u>Conveyances, Notice Required</u>	36
22 5	<u>Transfer of Declarant's Powers</u>	36
22 6	<u>Effective Date</u>	36
22 7	<u>Reference to Survey Map and Plans</u>	36
22 8	<u>Structural Component/Mechanical System Completion</u>	37
ARTICLE 23		
	SPECIAL DECLARANT RIGHTS	
	DEVELOPMENT RIGHTS	37

23 1 <u>Special Declarant Rights</u>	37
23 2 <u>Development Rights</u>	38
23 3 <u>Liability for Damage</u>	39
23 4 <u>Declarant's Easements</u>	39
 Article 24	
DISPUTE RESOLUTION	39
24 1 <u>Policy - Mediation</u>	39
24 2 <u>Binding Arbitration</u>	39
24 3 <u>Hearing - Law - Appeal Limited</u>	40
24 4 <u>Warranty Dispute Resolution</u>	40

EXHIBIT A - Description of Real Property

EXHIBIT B - Description of Units Floor Location, Unit Type, Declared Value, Allocated Interest

EXHIBIT C - Parking Assignments

**DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
WOODBIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM**

Pursuant to the Act defined in Section 1 8 1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is Woodbridge Parkside Townhomes, A Condominium

**Article 1
INTERPRETATION**

1 1 Liberal Construction The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1 2 Consistent with Act The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1 3 Covenant Running With Land It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1 4 Percentage of Owners or Mortgagees For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1 5 Declarant Is Original Owner Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1 6 Captions and Exhibits Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1 7 Inflationary Increase in Dollar Limits Any dollar amounts specified in this Declaration in connection with any

proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Seattle, Washington for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1 of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar

1 8 Definitions

1 8 1 "The Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64 34) as amended

1 8 2 "Allocated Interests" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit B

1 8 3 "Assessment" means all sums chargeable by the Association against a unit including, without limitation (a) regular and special Assessments for Common Expenses, charges, and fines imposed by the Association, (b) interest and late charges on any delinquent account, and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account

1 8 4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9

1 8 5 "Board" means the board of directors of the Association provided for in Section 10 2

1 8 6 "Books and Records of the Association" shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following

(a) Declaration, Survey Map and Plans, Articles of Incorporation, Bylaws and other rules and regulations governing the Condominium (or any part thereof), and all amendments thereto,

(b) minute books, including all minutes, of all Owner, Board, Officer, Committee or other meetings relating to the Condominium (or any part thereof), including all reports, documents, communications or written instruments attached thereto or referenced therein),

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date,

(d) all reports, documents, communications or written instruments pertaining to the personal property of the Association or the Condominium (or any part thereof),

(e) all reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement or condition of the Condominium (or any part thereof),

(f) all Insurance policies or copies thereof for the Condominium (or any part thereof) and Association,

(g) copies of any certificates of occupancy that may have been issued for the Condominium (or any part thereof),

(h) any other permits or notices issued by governmental bodies applicable to the Condominium (or any part thereof) in force or issued,

(i) all written warranties that are still in effect for the Condominium (or any part thereof), or any other areas or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems,

(j) a roster of Owners, Officers and Board members and eligible mortgagees and their addresses and telephone numbers, if known,

(k) any leases of the Common Elements or areas and other leases to which the Association is a party, any employment, service, consultation, professional or other contracts in which the Association, Board or Officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium (or any part thereof),

(l) all reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer or Owner) is or may be a party, or which may relate to or affect the Condominium (or any part thereof), and

(m) all other all reports, documents, communications or written instruments in any way relating to or affecting the Association, Board, Officers, Owners or the Condominium (or any part thereof)

1 8 7 "Building" means the building or buildings containing the Units and comprising a part of the Property

1 8 8 "Bylaws" shall mean the bylaws of the Association provided for in Article 9

1 8 9 "Common Elements" means all portions of the Condominium other than the Units

1 8 10 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves

1 8 11 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8

1 8 12 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act

1 8 13 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security

1 8 14 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration

1 8 15 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association, provided, in no event shall exercising the voting rights allocated to a unit or units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control"

1 8 16 "Declaration" means this Declaration and any amendments thereto

1 8 17 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to (a) add real property or improvements to the Condominium, (b) create Units, Common Elements, or Limited Common Elements within real property included or added to the Condominium, (c) subdivide Units or convert Units into Common

Elements, (d) withdraw real property from the Condominium, or (e) reallocate limited common elements with respect to units that have not been conveyed by the Declarant

1 8 18 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest

1 8 19 "Eligible Mortgagee" means a Mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees

1 8 20 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof

1 8 21 "Identifying Number" means the designation of each Unit in a Condominium

1 8 22 "Interior Surfaces" (where that phrase is used in defining the boundaries of Units or Limited Common Elements) shall not include paint, wallpaper, paneling, carpeting, tiles, finished flooring, and other such decorative or finished surface coverings. Said decorative and finished coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said Unit or Limited Common Element, shall be deemed a part of said Unit or Limited Common Element.

1 8 23 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7

1 8 24 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association

1 8 25 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit

1 8 26 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee

1 8 27 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium

1 8 28 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either recorded prior to the recordation of this Declaration, or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units

1 8 29 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities

1 8 30 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including Buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or

lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith

1 8 31 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation

1 8 32 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value), but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership

1 8 33 "Residential Purposes" means use for dwelling or recreational purposes, or both

1 8 34 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64 34 232,

(b) exercise any Development Right under Section 23 2,

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23 1 2,

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium or which may be adjacent to the Condominium,

(e) make the Condominium part of a larger Condominium or a development under RCW 64 34 280,

(f) make the Condominium subject to a master association under RCW 64 34 276

(g) appoint or remove any officer of the Association or any master association or any member of the Board, or to veto or approve a proposed action of the Board or Association, during any period of Declarant Control

1 8 35 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded

1 8 36 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4. "Separate ownership" includes leasing a Unit in a leasehold condominium under a lease that expires contemporaneously with any lease, the expiration or termination of which will remove the Unit from the Condominium

1 8 37 "Unit Owner" means, subject to Section 1 9 5, a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1 8 31. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract

1 9 Construction and Validity

1 9 1 All provisions of the Declaration and Bylaws are severable

1 9 2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to RCW 64 34 304(1)(a)

1 9 3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act

1 9 4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act

1 9 5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1 8 36, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, or trustee of any Person, who is, either alone or in conjunction with another Person or Persons, a Unit Owner Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that Person, or if that Person would have been disqualified from continuing in such office as a natural person

Article 2 DESCRIPTION OF REAL PROPERTY

The Real Property included in the Condominium is described in Exhibit A attached hereto The interest of the Declarant in the Real Property included in the Condominium is a fee simple

Article 3 DESCRIPTION OF UNITS

Either Exhibits B or C, or both, attached hereto set forth the following

3 1 Number of Units The number of Units which Declarant has created and reserves the right to create

3 2 Unit Number The Identifying Number of Each Unit created by the Declaration

3 3 Unit Description With respect to each existing Unit

3 3 1 The approximate square footage

3 3 2 The number of bathrooms, whole or partial

3 3 3 The number of rooms designated primarily as bedrooms

3 3 4 The number of built-in fireplaces

3 3 5 The level or levels on which each Unit is located

3 4 Access to Common Ways and Public Streets Each Unit has direct access to Common Area stairways, lobbies, walls, parking areas and/or driveways, and all such Common Areas have direct access to public streets

Article 4 BOUNDARIES

4.1 Unit Boundaries

4.1.1 Interior Surfaces The Interior Surfaces of perimeter walls, floors, and ceilings are the boundaries of a Unit. Decorative and finished surface coverings (including paint, wallpaper, paneling, carpeting, tiles, and finish flooring) are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements.

4.1.2 Ducts, Wires, Etc. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to the Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

4.1.3 Partitions, Etc. Subject to the provisions of Section 4.1.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

4.1.4 Doors, Windows, Etc. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, railings and all doors and windows located along the Unit perimeter boundary or other fixtures designed to serve a single Unit, but which are located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

4.2 Monuments as Boundaries

The physical boundaries of a Unit constructed in substantial accordance with the original Survey Map and Plans thereof become its boundaries rather than the metes and bounds expressed in the Survey Map and Plans, regardless of settling or lateral movements of the Building or minor variances between boundaries shown on the Survey Map and Plans and those of the Building. This Section does not relieve a Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries, Adjoining Units

4.3.1 In General Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words or conveyance between them, and is recorded in the name of the grantor and the grantee.

4.3.2 Survey Map and Plans The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

Article 5 DESCRIPTION OF OTHER IMPROVEMENTS

Either Exhibits B or C, or both, attached hereto sets forth the following:

5.1 Recreational Facilities A description of the recreational facilities, if any, included within the Condominiums.

5.2 Parking The number of covered, uncovered or enclosed parking spaces, if any, including those described in Section 7.1.2.

5 3 Moorage Slips The number of moorage slips, if any

Article 6

DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically allocated as a Limited Common Element by the provisions of Section 4 1, Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following

6 1 The Real Property described in Exhibit A

6 2 The windows and doors (which are on the perimeter boundary of the Unit), roofs, foundations, columns, girders, studding, joists, beams, supports, walls (excluding non-bearing interior partitions of Units), chimneys, and all other structural parts of the Buildings, to the boundaries of the Units as the boundaries are defined in the Section 4 1, and any replacements thereto

6 3 Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, garbage chutes and incinerating, pipes, conduits, and wires, elevator shafts, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use, but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit

6 4 The driving areas (not allocated as Limited Common Elements by this Declaration or amendments thereto) which provide access to the Limited Common Elements for parking, and any guest parking or other parking areas (not allocated to Units as Limited Common Elements by this Declaration or amendments thereto)

6 5 The yards, gardens, landscaped areas and walkways (not assigned as Limited Common Elements by this Declaration or amendments thereto) which surround and provide access to the Buildings or are used for recreational purposes

6 6 The lobbies, halls and corridors not within individual Units, storage areas not allocated to Units, stairways and stairs, entrances and exits of the Building or Buildings, and (unless otherwise expressly provided in Exhibit A) the recreational facilities described in said Exhibit A

6 7 Premises for the lodging or use of persons in charge of, or maintaining, the Property, if any

6 8 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use

Article 7

DESCRIPTION OF LIMITED COMMON ELEMENTS

7 1 Limited Common Elements The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the Unit or Units to which they are allocated and, in addition to any Limited Common Elements provided by law or other provisions of the Declaration or amendments thereto, consist of.

7 2 Patio, Etc The patio/yard area, deck or lanai, if any, which is adjacent to each Unit as more particularly shown on the Survey Map and Plans, or as constructed or expanded by the Declarant or Association in accordance with this Declaration

7 3 Parking, Etc Parking space (if any), and driving areas of the kind referred to in Section 6 4 (if any), which may be allocated to a Unit by this Declaration or amendments thereto and which prior to such allocation shall be more particularly shown on the Survey Map and Plans

7.4 Storage (Adjacent) The storage lockers for each Unit, if any, which automatically are Limited Common Element where said storage lockers are located on the deck, lanai, patio or hallway, or other Common Element, immediately adjacent to a particular Unit and as shown on the Survey Map and Plans, or as constructed or expanded by the Declarant or Association in accordance with this Declaration

7.5 Storage (Other) The storage locker, if any, which may be allocated to a Unit by this Declaration or amendments thereto

7.6 Miscellaneous Such other Limited Common Elements, if any, as may be described in Exhibit A attached hereto or depicted and labeled on the Survey Map and Plans

7.7 Boundary The boundaries of Limited Common Elements (including without limitation, patio, yard, deck, balcony, lanai, parking and storage) shall be defined by the Interior Surfaces of the improvements enclosing the Element (including without limitation, walls, floor, ceiling, doors, windows, ground, railings, fence or striping, but if there are no such Interior Surfaces, then the boundaries as delineated on the Survey Map and Plans, but if no such boundaries are so delineated, then the perimeter edge of such Element as actually constructed or expanded by the Declarant or Association in accordance with this Declaration

7.8 Transfer of Limited Common Elements

7.8.1 Renting After Declarant's initial allocation, a Unit Owner may rent or lease the parking space and/or storage areas allocated to that Unit to any other Unit Owner, provided, that the rental or lease term shall automatically expire on the date the lessor/Unit Owner disposes of its interest in the Unit (whether such disposition is by deed, contract, foreclosure or otherwise), and provided further, that the Board shall be notified in writing of the existence of any such rental or lease arrangement

7.8.2 Reallocation Between Units Except in the case of a reallocation being made by the Declarant pursuant to a Development Right reserved in this Declaration, a Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to the Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this section within thirty days unless the proposed reallocation does not comply with the Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof

7.8.3 Common to Limited Common, Etc. Owners of Units to which at least sixty-seven percent of the votes are allocated, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Common Element or a Limited Common Element into an existing Unit

7.9 Fireplaces If fireplaces are now or hereafter installed in individual Units, then the following provisions shall apply

Notwithstanding anything provided in the Declaration to the contrary, the following shall govern fireplaces located within Units

(a) If a fireplace to be used by a particular Unit is shown on the Survey Map and Plans as being inside the perimeter wall constituting boundaries of the Unit, then the fireplace shall be a part of the Unit and not Limited Common Elements. If such fireplace is shown on the Survey Map and Plans as being outside of such boundaries, then the fireplace shall be a Limited Common Element of such Unit

(b) Flues, pipes, chimneys and other equipment and apparatus associated with the use of a fireplace are also a Limited Common Element for the Unit in which the fireplace is located, provided, if the flues, pipes, chimneys and other equipment and apparatus are utilized in common by two or more Units, then those flues, pipes, chimneys and

other equipment and apparatus are Limited Common Elements for the Units for which they are being utilized

(c) Maintenance, repair and replacement of fireplaces, flues, pipes, chimneys and other equipment and apparatus associated with the use of a fireplace shall be governed by the provisions of Section 11.6 of the Declaration

(d) All use of the fireplaces will be in accordance with the rules which the Board may from time to time adopt

Article 8 ALLOCATED INTEREST

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit B attached hereto. Any values used to establish the percentages required by the Act do not reflect, necessarily, the amount for which a Unit will be sold, from time to time, by Declarant or others. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

Article 9 OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as Woodbridge Parkside Townhomes, A Condominium Owners Association.

9.2 Membership

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

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

9.3 Voting

9.3.1 Number of Votes. The total voting power of all Owners shall equal one (1) vote and the fraction voting power allocated to each Unit is set forth in Exhibit B hereof.

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9 3 3 Proxies Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9 3 4 Association Owned Units No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9 3 5 Pledged Votes If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9 4 Meetings, Notices and Quorums

9 4 1 Meetings A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9 4 2 Quorums

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

9 5 Bylaws of Association

9 5 1 Adoption of Bylaws Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9 5 2 Bylaws Provisions The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Condominium.

Article 10
MANAGEMENT OF CONDOMINIUM

10 1 Administration of the Condominium The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof

10 2 Election and Removal of Board and Officers

10 2 1 Election By Owners, In General The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10 2 2 Election By Owners, Other Than Declarant

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board may be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent of the members of the Board may be elected by Unit Owners other than the Declarant.

(c) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium, provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote).

10 2 3 Taking Office, Officers The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10 2 4 Removal The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

10 3 Management by Board

10 3 1 On Behalf of Association Except as otherwise provided in the Declaration, the Bylaws, Section 10 3 2 hereof or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10 3 2 Not on Behalf of Association The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21 1, to terminate the Condominium pursuant to RCW 64 34 268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10 3 2, but the Board may fill vacancies in its membership for the unexpired portion of any term.

10 3 3 Budget Approval Within thirty days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

10 4 Authority of the Association

10 4 1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation

- (a) Adopt and amend Bylaws, rules, and regulations,
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners,
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors,
- (d) Subject to the provisions of the Declaration, institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium, provided, that on matters affecting a Unit the Association must obtain the prior written consent of the Owner of the Unit affected,
- (e) Make contracts and incur liabilities,
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements,
- (g) Cause additional improvements to be made as a part of the Common Elements,
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10 8,
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys,
- (j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Sections 4 1 2 and 4 1 4, and for services provided to Unit Owners,
- (k) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association,
- (l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64 34 425 and statements of unpaid Assessments,

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance,

(n) Assign its right to future income, including the right to receive Common Expense assessments, but only to the extent the Declaration provides,

(o) Exercise any other powers conferred by the Declaration or Bylaws;

(p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association,

(q) Exercise any other powers necessary and proper for the governance and operation of the Association,

(r) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair, and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility

10 4 2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners, provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power

10 4 3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them

10 4 4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board, provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Limited Common Elements

10 5 Borrowing by Association In the discharge of its duties and the exercise of its powers as set forth in Section 10 3 1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit

and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

10.6 Association Records and Funds

10.6.1 Records and Audits The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All Books and Records of the Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

10.7 Association as Trustee With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

10.8 Common Elements, Conveyance, Encumbrance

10.8.1 In General Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that action, but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10 8 4 Void Transactions Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void

10 8 5 Support Right A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support

10 8 6 Prior Encumbrances A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements

10 9 Termination of Contracts and Leases If entered into before the Board elected by the Unit Owners pursuant to Section 10 2 1 takes office, (1) any management contract, employment contract, or lease of recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant to Section 10 2 1 takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section

10 10 Governmentally Required Maintenance, Etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include maintenance of any grass-lined swales and proper disposal of clippings, maintenance of wetland plantings, replacement of wetland and landscape plantings that die during any required maintenance period, maintenance of public and private storm sewer and retention systems. Declarant shall have the right, but not the obligation, to perform any such work if the Association fails to do so. The Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Association's breach of this provision, and promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by declarant as a result of the Declarant performing, or the Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant)

10 11 Maintenance, Repair, Inspection and Warranty Procedure. The Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Association's failure to promptly and properly maintain, repair or inspect the Condominium (or any part thereof), or the Association's failure to promptly and properly make a claim (or comply with dispute resolution procedures) under any warranty obtained or issued by Declarant. Declarant shall not be liable under any express or implied warranty (including without limitation the Washington Condominium Act implied warranties) for loss or damage which the Association or Owners have not taken timely action to minimize, or which is caused or made worse by a failure to properly and promptly maintain, repair, or inspect (including without limitation failure to fully comply with any inspection, monitoring, maintenance or repair checklist, manual or recommendation provided by Declarant (or a contractor, subcontractor or manufacturer) to the Association or Owners

10 12 Association Litigation

10 12 1 The term "Legal Proceedings" as used herein shall include litigation, administrative, mediation, arbitration or other proceedings in the name of the Association on behalf of itself or two or more Unit Owners on matters

affecting the Condominium

10 12 2 The provisions of this Section 10 12 shall not apply to Legal Proceedings, as a result of which the Association could not be held responsible for costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) in a aggregate amount of not more than \$5,000, and which involve

(a) collection of delinquent regular or special Assessments, the enforcement of any Assessment lien, and interest and penalties in connection therewith,

(b) collection of monies owed to the Association, or recovery of damages caused to the Association or Condominium (or any part thereof), when the principal amount to be recovered involves less than \$25,000,

(c) enforcement of the provisions of the Declaration, Articles, Bylaws or rules and regulations of the Association,

(d) defense of a claim against the Association, when the principal amount to be recovered involves less than \$25,000, or

(e) the filing of a complaint, answer or other pleading for the limited purpose satisfying a statute of limitation deadline, avoiding entry of a default order or judgement, or preventing personal injury or serious harm to the Condominium (if such purpose is certified in good faith by the Association's attorney), but except for this limited purpose the other conditions of Section 10 12 must be satisfied

10 12 3 In order for the Association (or the Board acting on behalf of the Association) to institute, defend, or intervene in Legal Proceedings, and in order for the Association to become obligated in the aggregate sum in excess of \$5,000, to professionals, consultants or other experts in connection with Legal Proceedings, the following conditions must first be satisfied

(a) the Board has received a detailed written summary ("Litigation Summary") concerning the substance of the proceeding, including (i) agreements with lawyers, experts and consultants, issues involved, (ii) legal and factual basis of anticipated allegations on behalf of and against the Association, (iii) remedies to be sought on behalf of and against the Association, (iv) estimated amount to be sought on behalf of (and that could be sought from) the Association, (v) Association's estimated costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) and any third-party costs of suit that the Association would pay if the Association does not prevail, (vi) reports and recommendations by any professionals or consultants retained by the Association (and by any opposing party, if available), (vii) any written demands or settlements offers made by an opposing party (the Board shall request that an opposing party make such demand and settlement offer), and (viii) any negative consequences that the Association, Condominium or Owners could suffer during such proceedings including required disclosures to prospective purchasers, impediments to Unit refinancing, or diminishment of Unit value

(b) if the proceeding will involve a claim against the Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) concerning construction defects or other condition of the Condominium, the Litigation Summary will also include a description of the construction defects or other condition (which shall also have been transmitted to the Declarant), and any written response from the Declarant concerning such defects (including any offer to settle by performing remedial work, payment of cash or a combination of both)

(c) A copy of the Litigation Summary shall be transmitted to all Owners, together with a written notice of the Owner's right of access to the Books and Records of the Association as provided in Section 10 6 1, and a written notice of a special Owners' meeting to be convened as provided in this Declaration, at which meeting the Declarant (and its representatives shall be entitled to attend and participate in on a non-voting basis)

(d) The Owners holding sixty-seven percent (67%) of the total Association voting power must grant approval for the Association (or the Board acting on behalf of the Association) to institute, defend, or intervene in legal

proceedings, provided, that under no circumstances may legal proceedings be commenced against Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) with respect to any alleged construction defect or other condition which Declarant has agreed in writing to remedy and is proceeding with reasonable due diligence to do so

Article 11 USE, REGULATION OF USES, ARCHITECTURAL UNIFORMITY

11.1 Residential Units The Units shall be used

11.1.1 for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis;

11.1.2 For such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with the Declaration and applicable law in residential dwellings (including without limitation a home/professional business office) The owners shall use their respective properties in such a manner so as not to offend or detract from other owners enjoyment of their own respective properties. All owners shall use their property solely and exclusively for private single family residences. Conduct of a private business shall be permitted on the condition that (1) the equivalent of not more than one full-time nonresident is employed at the business location, (2) business visits to the home do not average more than ten per day, and (3) the owner complies with all applicable governmental regulations and codes applicable to such use. The providing of on-site health and mental care services to a Unit resident shall not constitute a private business so long as otherwise in compliance with the Declaration and applicable law

11.1.3 for the common social, recreational or other reasonable uses normally incident to such purposes, and

11.1.4 for purposes of operating the Association and managing the Condominium

11.2 Vehicle Parking Restrictions Common Element and uncovered Limited Common Element parking spaces are restricted to use for parking of operable passenger motor vehicles (such as automobiles, light trucks and passenger vans). Boats, motor homes, trailers, campers or other recreational vehicles may only be stored in covered or enclosed Limited Common Element parking spaces. Parking of vehicles, or storage of personal property, in all parking areas shall be subject to the provisions of this section, Article 7 of the Declaration, and the rules and regulations of the Board. Except as permitted by rules or regulation of the Board, personal property (other than an operable motor vehicle) may not be stored in a parking space (regardless of whether such space is a Limited Common Element or part of a Unit), or such parking space be used for a purpose other than parking, to an extent that would prevent the parking therein of any motor vehicle regularly used by a person occupying a Unit for more than seven (7) days in any calendar month. The use of any wall-mounted, ceiling mounted or other storage facility or area within a Limited Common Element parking space shall not interfere with the parking of a motor vehicle (or the opening of vehicle doors) in an adjacent parking space to an extent greater than caused by parking a vehicle in such Limited Common Element space. The Board may require removal of any vehicle (and any other personal property) improperly stored in parking spaces, if the same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof.

11.3 Common Drive and Walks Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board

11.4 Interior Unit Maintenance

11.4.1 Owner Responsibility Neither this Section nor Section 11.5 shall be construed as permitting any violation of any other provision of this Declaration or any interference with or damage to the structural integrity of the

Building or interference with the use and enjoyment of the Common Elements or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Association or Board hereunder. Furthermore, a Unit Owner shall not permit nor commit waste of his Unit or the Common Elements.

11.4.2 Standard of Condition Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of his Unit and its equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which are used solely in connection with his Unit.

11.5 Alterations of Units. Without limiting the generality of Section 11.4, each Owner shall have the right, at his sole cost and expense, to

11.5.1 Non-Structural Subject to the provisions of Section 11.5.4, make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium, including the right to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish the windows, window frames, doors, door frames and trim, interior non-load bearing partitions, and the interior surfaces of the ceilings, floors, and the perimeter walls of the Unit and the surfaces of the bearing and non-bearing walls located within his Unit, provided that the Owner or his assigns, contractors, or other agents or representatives shall not paint or in any manner cover the original sprinkler heads installed anywhere in a Unit.

11.5.2 Finished Surfaces Substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, provided that, hard surface flooring shall only be installed in Units in accordance with the following: (a) By the Declarant at any time, either before, during, or after purchase and occupancy by the Owner, (b) As part of original construction of the Unit, or (c) By the Owner of the Unit only after securing prior written consent of the Unit Owner below, if any (but such consent will not be required to merely replace existing hard surface flooring with substantially identical flooring). In the event that an Owner is given permission to install hard surface flooring, including but not limited to hardwood, marble, granite, slate or other like surface, the design, construction and installation of such hard surface flooring shall meet the impact sound transmission and insulation Class II C standards as measured according to ASTM designation E492-77, Standard Method of Laboratory Measurement of Impact Sound Transmission through floor/ceiling assemblies using a "tapping machine" or other equivalent standard and measurement device as of the date of the proposed installation.

11.5.3 Area Carpets Where hard surface flooring is installed in a Unit, area carpets shall be used to convey normal foot traffic in areas of the Unit located immediately above another Unit except area carpets are not required where such hard surface flooring is installed in the front entryway, kitchen or kitchen nook, or bathroom(s) by the Declarant, at any time, or as part of original construction.

11.6 Common Element May not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association,

11.7 Adjoining Unit After acquiring an adjoining Unit or an adjoining part of an adjoining Unit may, with approval of the Board, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this section is not a relocation of boundaries.

11.8 Board Decisions With respect to any alteration or other action requiring the Board's approval, the Board shall be allowed 30 days (after receiving all information reasonably requested by the Board) for decisions. The failure of the Board to act upon a request within such period shall be deemed approval thereof. Unless the proposed alteration does not comply with the Act or the Declaration or impairs the structural integrity or mechanical or electrical systems in the Condominium, the Board shall approve a Unit Owner's request. All requests for additions and alterations shall be made in writing and the Board shall respond in written form, provided that the Board may require Owner to submit plans and

specifications as needed to facilitate its decision. Except as otherwise provided herein, no work of any kind shall be conducted without the express written approval of the Board. This subsection 11 5 6 shall also apply to section 11 6

11 9 Limited Common Element Maintenance

11 9 1 Decisions by Board Decisions with respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting, redecorating or replacing Limited Common Elements ("Maintenance Work" herein), shall be made by the Board

11 9 2 Performance of Work Performance of such Maintenance Work shall be carried out by the Board on behalf of the Owner or Owners of Units to which the Limited Common Element in question is assigned or reserved; provided, that by written notice, the Board may require such Owner or Owners to perform such Maintenance Work themselves,

11 9 3 Board Approval Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board,

11 9 4 Owner Pays Cost The Association will be responsible for the cost of such Maintenance Work for the Limited Common Elements reserved for or assigned to a Unit, provided, that the Unit Owner shall be solely responsible for such cost to the extent resulting from the Owner's violation of the Declaration or Association Rules and Regulations or such Owner's gross negligence or willful misconduct

11 9 5 Multiple Owners With respect to a Limited Common Element reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of such Maintenance Work for such Limited Common Element shall be divided among the Units which would be liable under Section 11 9 4 and for which such Limited Common Element is reserved,

11 9 6 Cost as Special Charge With respect to any such Maintenance Work performed by the Board, the cost thereof (or the appropriate share thereof if the Limited Common Element in question has been assigned or reserved jointly to more than one Unit) shall be levied as a special charge against the Unit or Units (and the Owner or Owners thereof) as provided in sections 11 9 4 and 11 9 5

11 10 Exterior Appearance In order to preserve a uniform exterior appearance to the Building, and the Common and Limited Common Elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the Building, lanais or patio/yard areas, or other Common or Limited Common Elements; and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Building, lanais, patio/yard areas or other Common or Limited Common Elements undertaken or proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each Unit and Building. The Board may also require use of a uniform color and kind of Unit window covering (including draperies, blinds, shades, etc.) visible from the exterior or from Common Elements

11 11 Effect on Insurance Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Elements or Units without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws

11 12 Signs No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board, provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease, and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Right reserved by Declarant under this Declaration

11 13 Pets Domestic household pets, such as dogs and cats, may be kept by Unit Owners, provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

Pets will not be allowed on any Common Elements (or Limited Common Elements allocated for the use of more than one Unit) unless they are on a leash or being carried and are being walked to or from the Unit to a public walk or street. At all times the Common Elements shall be free of any pet debris, including food and feces matter. At no time is pet feces to be deposited in garbage. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. Any outside facility for pets must be kept clean on a daily basis and no waste products or food be left in either the facility or on the Property.

11 14 Offensive Activity No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

No owner shall decorate or landscape any entrance, hallways, elevator, planting area or lanai appurtenant to his Unit except in accordance with standards therefor established by the Board of directors or specific plans approved in writing by the Board of directors.

Although sound transmission reduction methods may have been employed in construction of the condominium, all Owners must understand that sound transmission is inherently greater in wood frame buildings than in concrete buildings, and that some sound transmission will occur between Units and from exterior sources, including open windows and doors.

All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

No garments, rugs or other objects shall be hung from the windows or facades, lanais of the project or otherwise displayed in public view. No rugs or other objects shall be dusted or shaken from the windows, lanais or doors of any Unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the project.

No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11 15 Common Element Alterations Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Elements except upon the written consent of the Board and after procedures required herein or by law.

11 16 House Rules The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11 17 Rental Units The leasing or renting of a Unit by its Owner shall be governed by the provisions of this Section 11 14.

11 17 1 No Transient Purposes With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to Lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than thirty (30) days. The Association may by resolution of the Board prohibit the Leasing of any Unit for a period of less than six (6) months.

11 17 2 Entire Unit No Unit Owner may Lease less than the entire Unit.

11 17 3 Written Leases All Leasing or Rental agreements shall be in writing and be subject to this Declaration, Bylaws and Association Rules and Regulations (with a default by the tenant in complying with this Declaration and/or Bylaws constituting a default under the Lease or Rental agreement). The Board shall be notified in advance of an Owner's intentions to rent or lease a Unit. The Board shall also be notified of the names of all occupants of the Unit being rented or leased.

11.17 4 Rent to Association If a Unit is Rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Unit as is required to pay any amounts due the Association hereunder, plus interest and costs if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner or purchaser and the Unit under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner, nor in derogation of any rights which a Mortgagee of such Unit may have with respect to such rents.

11 17 5 Other Restrictions Other than as stated in this Section 11 14, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent his Unit. Neither the Association nor the Board shall have the right by any means (including without limitation amendments to the Declaration, Articles, Bylaws or rules and regulations) to impose any further restriction on the right of any Unit Owner (including Declarant) to Lease or otherwise Rent his Unit without such Owner's prior written consent.

11 18 Maintenance of View Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to preserve as much view as possible from each of the Units.

11 19 Timesharing Timesharing, as defined in the Washington Timeshare Act, is prohibited.

11 20 Television, Cable, Etc. Subject to applicable law and the enforceable provisions of contracts, no television cables, no aerial, satellite dish or antennae shall be placed or erected up any Unit, Common or Limited Common Element or affixed in any manner to the exterior of any building or structure on the property unless expressly authorized by the Board.

Article 12

COMMON EXPENSES AND ASSESSMENTS

12 1 Estimated Expenses Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements, and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the Buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial Board, whether elected by Declarant or elected by Unit Owners, may at any suitable time establish the first

such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

12.2 Payment by Owners Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

12.3 Commencement of Assessments The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments, provided, that in all events Assessments shall commence on a date within 60 days of the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association; provided, until a date within 60 days after the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant).

(a) the Board (whether elected by Declarant or elected by Unit Owners) may elect not to collect monthly assessments calculated as provided in Section 12.1 and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas, or

(b) the Declarant may elect to pay all of certain of such actual costs and have Unit Owners pay a pro-rata share (based on each Unit's Allocated Interest) of the remainder of such costs.

12.4 Allocated Liability Except for Assessments under Sections 12.5, 12.6, 12.7 and 12.8, all Common Expenses must be assessed against all the Units in accordance with the Allocated Interests set forth in Exhibit B. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.12.

12.5 Limited Common Element Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be paid by the Owner of or assessed against the Units to which that Limited Common Element is assigned, equally.

12.6 Only Some Units Benefitted The Board may elect that any Common Expense or portion thereof benefiting fewer than all of the Units must be assessed exclusively against the Units benefitted.

12.7 Insurance Costs The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.8 Utility Costs The Board may elect that the costs of utilities must be assessed in proportion to usage.

12.9 Assessments for Judgment Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.10 Owner Misconduct To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.11 Reallocation If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12 12 Lien For Assessments

12 12 1 Lien The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due

12 12 2 Priority A lien under Section 12 12 shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of the Declaration, (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, and (c) liens for real property taxes and other governmental assessments or charges against the Unit

12 12 3 Mortgage Priority Except as provided in Sections 12 12 4 and 12 12 5, the lien shall also be prior to the Mortgages described in Section 12 12 2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12 1, which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract

12 12 4 Mortgagee Notice The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12 12 3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association

12 12 5 Recording as Notice Recording of the Declaration constitutes record notice and perfection of the lien for Assessments While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12 12 3

12 12 6 Limitation on Action A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due

12 12 7 Foreclosure The lien arising under Section 12 12 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61 12 RCW The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months Nothing in this Section shall prohibit an Association from taking a deed in lieu of foreclosure

12 12 8 Receiver From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit

12.12.9 Mortgagee Liability Except as provided in Section 12.12.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.12.10 Lien Survives Sale The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.12.9.

12.12.11 Owner Liability In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.12.12 Late Charges The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

12.12.13 Attorney's Fees The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

12.12.14 Assessment Certificate The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

12.13 Acceleration of Assessments In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.14 Delinquent Assessment Deposit, Working Capital

12.14.1 Delinquent Assessment Deposit

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make, and maintain a deposit of not less than one (1) month's nor in excess of three (3) month's estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such Owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent

Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration, rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor

12 14 2 Working Capital Contribution The first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit

Article 13 INSURANCE

13 1 In General Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13 1 1 Property insurance on the Condominium, which may, but need not, include equipment, improvements, and betterments in a Unit installed by the Declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies, and

13 1 2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements

13 1 3 Workmen's compensation insurance to the extent required by applicable laws

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression

13 1 5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable

13 1 6 Such other insurance (including directors and officers liability) as the Board deems advisable, provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the

project, except to the extent such coverage is not available or has been waived in writing by such agency

13 2 Coverage Not Available If the insurance described in Section 13 1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners

13 3 Required Provisions Insurance policies carried pursuant to this Article shall

13 3 1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association,

13 3 2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured,

13 3 3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy,

13 3 4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee,

13 3 5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law,

13 3 6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds, and

13 3 7 Contain, if available, an agreed amount and Inflation Guard Endorsement

13 4 Claims Adjustment Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated

13 5 Owner's Additional Insurance An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for the Owner's own benefit

13 6 Certificate An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48 18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the cover-

age of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act

13 7 Notification on Sale of Unit Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy

Article 14

DAMAGE OR DESTRUCTION, RECONSTRUCTION

14 1 Definitions, Significant Damage, Repair, Emergency Work

14 1 1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs, and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

14 1 2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the Building or improvements which suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14 1 3 As used in this Article, the term "Emergency Work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability arising out of the condition of the Property.

14 2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable.

14 2 1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

14 2 2 A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

14 2 3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

14 2 4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the Common Elements.

14 2 5 The Board's recommendation as to whether such Significant Damage should be Repaired.

14 3 Notice of Damage or Destruction The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14 2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14 2 and give the notice required under this Section.

14.4 General Provisions

14.4.1 Duty to Restore Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged shall be Repaired promptly by the Association unless (a) the Condominium is terminated, (b) Repair would be illegal under any state or local health or safety statute or ordinance, or (c) eighty percent of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage not Restored If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant) (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear, and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

14.4.3 Reallocation If the Unit Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

14.5 Restoration by Board If the damage (regardless of whether such damage is Significant) is to be Repaired pursuant to Section 14.4, then

14.5.1 Contract and Contractors The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the Repair and Restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

14.5.2 Insurance Trustee The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.6 Decision to Terminate In the event of a decision to terminate the Condominium and not to Repair and Restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

Article 15 CONDEMNATION

15.1 In General If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken

under this section is thereafter a Common Element

15 2 Partial Unit Condemnation. Except as provided in Section 15 1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests

15 3 Common Element Condemnation. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition

15 4 Recording of Judgment. The court judgment shall be recorded in every county in which any portion of the Condominium is located

15 5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owners' behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf

Article 16 COMPLIANCE WITH DECLARATION

16 1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply

16 2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of this Declaration, of the Bylaws, or to exercise any right or option 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 such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board

Article 17 LIMITATION OF LIABILITY

17 1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the units, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility

or service failure, or for such injury or damage, or for such inconvenience or discomfort

17 2 No Personal Liability So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17 3 Indemnification of Board Members Each Board member or Association committee member, or Association officer, shall be indemnified by the 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 being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable duties and obligations under the Declaration, Association Articles or Bylaws, or Association rules and regulations, or under any warranty obtained or issued by Declarant, or under applicable law.

17 4 Legal Proceedings The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Declaration (including without limitation the Declarant, Owners, Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

Article 18 MORTGAGEE PROTECTION

18 1 Change in Manager In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees, provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18 2 Abandonment of Condominium Status Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to abandon or terminate the condominium status of the project, or abandon, encumber, sell or transfer any of the Common Elements.

18 3 Partitions and Subdivision The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18 4 Change in Percentages The Association shall not make any Material Amendment (as defined in Section 21 7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed

18 5 Copies of Notices A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice (a) that the Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under the Condominium documents, (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings, (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage, (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association, and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees To be entitled to receive notices under this Section 18 5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage

18 6 Effect of Declaration Amendments No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions

18 7 Insurance

18 7 1 Board Duties With respect to a first Mortgagee of a Unit, the Board shall

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named,

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien,

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium non-payment),

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand Dollars (\$5,000) without the approval of such Mortgagee, provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14,

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000),

(f) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000),

18 7 2 Additional Policy Provisions In addition, the insurance policy acquired shall

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein,

(b) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them,

(c) Waive any provision invalidating such Mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause

18.8 Inspection of Books Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Association (as defined in Section 1.8), within a reasonable time following request, and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (50) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association

Article 19 EASEMENTS

19.1 General It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan. Without limiting the generality of the foregoing, each Unit and all Common and Limited Common Element is specifically subject to an easement for the benefit of each of the other Units in the Condominium for all duct work for the several Units, and for heating, ventilation, air conditioning and fireplaces and associated flues or chimneys. In addition, each Unit and all the Common and Limited Common Elements is specifically subject to easements as required for the intercom, security and electrical entry system, if any, for the electrical wiring and plumbing, for the air conditioning lines and equipment, if any, for each Unit, for the vacuum system roughed-in each Unit, if any, and for the master antenna cable system, if any. Finally, each Unit as it is constructed is granted an easement to which each other Unit and all Common and Limited Common Element is subject to the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Etc., Easements The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in this Declaration, or in the Articles, Bylaws or Association Rules.

19.4 Declarant Functions There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in this Declaration, Survey Map and Plans, Articles, Bylaws, or Association Rules, building or other governmental permits or approvals, and Purchase and Sale Agreement between Declarant and a Unit Purchaser, any express or implied warranty under which Declarant is obligated, or otherwise authorized or required by law.

19.5 Encroachments Each Unit and each Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common and Limited Common Element, for the purpose of accommodating any

encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.4 are intended to supplement Sections 4.2 and RCW 64.32.252 and, in the event of any conflict, the provisions of Section 4.2 and RCW 64.34.252 shall control.

Article 20

PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure Subdivision and/or combining of any Unit or Units, are authorized as follows

20.1.1 Owner Proposal Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested subdivision or combination.

20.1.2 Owner/Mortgagee Approval Owner/Mortgagee Approval Upon written approval of such proposal by sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of the Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 Survey Map and Plans The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Article 21.

20.1.4 Allocated Interests The Allocated Interests formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units shall be the aggregate of the Allocated Interests formerly allocated to the Units being combined.

Article 21

AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Sections 4.3 or 7.2.3, Articles 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Article 4 or 7.2.3, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, provided, that the following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under the Declaration or any express or implied warranty, agreement or law Sections 1.8.6, 1.8.38, 10.2.2(c), 10.4.1(d), 10.6.1, 10.10, 10.11, 10.12, 17.2, 17.3, 18.8, 19.4, 21.6 and 21.7, and Articles 23 and 24).

21 2 Challenge to Validity No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded

21 3 Recording Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64 34 216(1)

21 4 General Limitations Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Association are allocated other than the Declarant. The vote or agreement of Owners of Units to which at least one-hundred percent (100%) of the votes in the Association are allocated to amend the following Sections 1 9 6, 10 2 2, 10 6 1, 10 11, 10 12, 19 4, 25 4, and Articles 17 and 23

21 5 Execution Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association

21 6 Special Declarant/Development Rights Any amendment that may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in the Declaration to Declarant (including without limitation Sections 1 9 6, 10 2 2, 10 6 1, 10 11, 10 12, 19 4, 25 4, and Articles 17 and 23), and any amendment that may otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant, shall require the prior written consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto

21 7 Material Amendments Any amendment (other than an amendment necessary to exercise a Special Declarant right) to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees voting rights, Assessments, Assessment liens, or the priority of Assessment liens, reserves for maintenance, repair, and replacement of Common Elements, responsibility for maintenance and repairs; reallocation of interests in the Common or Limited Common Elements, or rights to their use, redefinition of any Unit boundaries, convertibility of Units into Common Elements or vice versa, expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium, insurance or fidelity bond, leasing of Units, imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit, a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder, restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested

21 8 Map and Plans Amendment Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment

Article 22
MISCELLANEOUS

22 1 Notices for All Purposes

22 1 1 Delivery of Notice Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22 1 2 Mortgagee Notice Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by its security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22 2 Mortgagee's Acceptance

22 2 1 Priority of Mortgage This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

22 2 2 Acceptance Upon First Conveyance Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until the Mortgagee referred to in 22 2 1 shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made, provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22 3 Severability The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22 4 Conveyances, Notice Required The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying the Unit to be sold, the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest, and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22 5 Transfer of Declarant's Powers It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's

ownership of one or more Units and include Development Rights and Special Declarant Rights)

22.6 Effective Date This Declaration shall take effect upon recording

22.7 Reference to Survey Map and Plans The Survey Map and Plans of the Condominium referred to herein consist of 11 sheets as prepared by Connerly & Co., and were filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under File No 20030910002823 in Volume 193 of Condominiums, pages 22 through 32

22.8 Structural Component/Mechanical System Completion Declarant certifies that the structural components and mechanical systems of all Buildings containing or comprising any Units hereby created are, or prior to closing the first sale of a Unit will be, substantially completed

ARTICLE 23 SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights

23.1.1 In General The Declarant shall have all of those rights provided by the provisions of the Declaration, including without limitation Sections 1.9.6, 10.2.2, 10.6.1, 10.11, 10.12, 19.4, 25.4, and Articles 17 and 23. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law

23.1.2 Completion of Improvements Declarant, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in this Declaration, Survey Map and Plans, Articles, Bylaws, or Association Rules, building or other governmental permits or approvals, and Purchase and Sale Agreement between Declarant and a Unit Purchaser, any express or implied warranty under which Declarant is obligated, or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law

23.1.3 Sales Facilities of Declarant Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any Unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to Units not owned by Declarant), such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to business offices, management offices, sales offices, construction offices, storage areas, signs, model units, and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. Any such facilities not designated a Unit by the Declaration is a Common Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. Declarant may maintain signs on the Common Elements advertising the Condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion, provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of the Unit and appurtenant Limited Common Elements, and those portions of the Common Elements reasonably necessary to use and enjoy such Unit and Limited Common Elements. In furtherance of the foregoing, agreements executed by Declarant and the parties affected may restrict use of recreation areas and Limited Common Elements as provided in such agreements

23.1.4 Exercise of Development Rights Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act

23 1 5 Termination of Declarant Rights Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect, provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated

23 2 Development Rights As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has reserved the following Development Rights

23 2 1 Parking/Storage Assignment

(a) The total number of parking spaces which are anticipated for this Condominium are shown on Exhibit A attached hereto, and the general locations of such parking spaces and storage areas are depicted on the Survey Map and Plans

(b) Unless the property does not have sufficient off-street parking and/or storage areas for each Unit, the Owner of each Unit has the unqualified right to use at least one parking space and storage area, either to be a part of the Unit, or to be allocated as provided in this Section 23 2 1

(c) Declarant reserves the right to make the initial allocation of parking spaces, driving areas, and storage areas to each Unit such allocation being made pursuant to Section 7 1 2, 7 1 3 and 7 1 4 and Exhibits attached hereto (or by amendments thereto) With respect to each Unit, Declarant shall generally make such allocations prior to or contemporaneously with the closing of the sale of such Unit by Declarant, provided, that Declarant after closing may file amendments making such allocations with respect to a Unit if consistent with the agreement between the Declarant and Unit Owner

(d) Until the approximate locations are shown on the Survey Map and Plans, and an allocation to Units is made by this Declaration or amendments thereto, such parking spaces, driving areas and storage areas shall continue as part of the Common Elements (but not as Limited Common Elements)

(e) Once the Declarant's right to make such allocations has expired, the balance of any parking spaces, driving areas, and storage areas, if any, not so allocated to specific Units shall continue as part of the Common Elements (not as Limited Common Elements) to be used in accordance with the rules and regulations established from time to time by the Board

(f) If Declarant elects to reallocate parking or storage previously allocated to Units still owned by Declarant, Declarant shall comply with the provision of Section 7 2 2, such reallocation is expressly recognized as being authorized by and in compliance with this Declaration

23 2 2 Subdivision and Combination Declarant shall have the right to subdivide or combine Units (owned by Declarant) or convert Units (owned by Declarant) into Common Elements Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both

(a) If Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15

(b) If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant

(c) If Declarant combines two or more Units, the amendment to the Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined

23 2 3 Boundaries of Limited Common Elements Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit, provided, the prior consent will be required from the Owner of the Unit

23 2 4 Different Parcels, Different Times

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times;

(b) No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right, and

(c) Even though a Development Right is exercised in any portion of the Real Property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that Real Property

23 2 5 Exercise of Development Right To exercise any Development Right reserved under Section 23 2, the Declarant shall prepare, execute, and record an amendment to the Declaration under Article 21 and comply with RCW 64 34 232

23 2 6 Termination of Development Rights Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Special Declarant Rights remain in effect, provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated

23 3 Liability for Damage The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act

23 4 Declarant's Easements Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration

Article 24 DISPUTE RESOLUTION

24 1 Policy - Mediation The parties hope there will be no disputes arising out of their relationship. To that end, each commits to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

24 2 Binding Arbitration Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with RCW 7 04 060, provided, that the total

award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

24.3 Hearing - Law - Appeal Limited The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days, and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgement may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages, or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous, rather, the decision and award of two arbitrators shall be final.

24.4 Warranty Dispute Resolution In the event Declarant has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the provisions of such warranty shall control over the provisions of this Article 24 with respect to all express and implied warranty claims (including without limitation the Washington Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

DATED AS OF ~~July 18, 2003~~ September 5, 2003

DECLARANT Conner Homes Company

By 
Charles F. Conner, President

STATE OF WASHINGTON §
COUNTY OF KING §

On this 5th day of September, 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me Charles F Conner, personally known (or proven on the basis of satisfactory evidence) to be the President of Conner Homes Company the corporation that executed the within and foregoing instrument, and acknowledged 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 said instrument and that the seal affixed, if any, is the corporate seal of said corporation

WITNESS my hand and seal hereto, affixed the day and year in this certificate above written

Lisa M. Johns
NOTARY PUBLIC in and for the State of
Washington, residing in Leavenworth
My commission expires 11/19/04
Print Notary Name Lisa M. Johns



**WOODBIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM
EXHIBIT A
TO THE DECLARATION**

1. Description of Real Property included in Condominium:

TRACTS C-A, C-E AND C-F, WOODBRIDGE, DIVISION 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 209 OF PLATS, PAGES 7 THROUGH 15, IN KING COUNTY, WASHINGTON.

2. Description of any Real Property which may be allocated subsequently by the Declarant as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2 and 4.1.4):

See Paragraph 1 above

3. Description of the Real Property to which any Development Right or Special Declarant Right applies:

See Paragraph 1 above

4. Moorage Slips: None

5. Recreational Facilities: None

6. Parking: (if all possible phases are included)

a	Uncovered	0
b	Covered	0
c	Enclosed	48
	*Part of Unit	

TOTAL 48

[All parking are Estimates only, Subject to change]

WOODBIDGE PARKVIEW TOWNHOMES, A CONDOMINIUM

DECLARATION EXHIBIT B - BUILDING/UNIT DATA

UNIT SQUARE FOOTAGE AREA NOTES

- If "Construction Plan Estimate" is checked, Square footages are (a) good faith estimates only, (b) based on architectural plans, and (c) may include perimeter wall thickness
- If "Surveyor As-Built" is checked, Square footages are (a) determined by surveyor's "as-built" certificate upon completion of construction, (b) based on interior surface dimensions, and (c) may exclude perimeter wall thickness
- Square footage in the recorded Declaration, at the Declarant's election may either (a) be based on architectural plan estimates, or (b) surveyor's "as-built" certificate
- In either case, actual square footage may be less than square footages used in the Public Offering Statement or in advertising and sales material, which are based on good faith architectural estimates

ALLOCATED INTERESTS NOTES

- The Allocated Interest of a Unit in Common Expense liability, Association votes and Common Elements was determined by dividing the square footage area of the Unit by the aggregate square footage area of all Units
- Some Allocated Interests may have been rounded so that the aggregate Allocated Interests equal 1.00. If this condominium may be created in phases, as additional phases are added, Allocated Interests will be reallocated on the basis of the foregoing formula

BLDG #	UNIT #	ADDRESSES	F L O	UNIT DESCRIPTION										SQUARE FOOTAGE		ALLOCATED INTERESTS	
				Unit Type	# of Bathrooms			# of Bdrms	# of Fr/Ples	Other (den, etc.)	Total	[] construction plan estimate		Total	Expense, Voting, and Common Elements		
					Full	%	1/2					[X] surveyor's "as-built"					
												Dwelling	Garage				
1	109	6507 188th Place NE	1 & 2	7501	2	0	1	2	1	Den	2016	1568	448	4 41%			
1	108		1 & 2	7502	2	0	1	2	1	N/A	1663	1259	404	3 64%			
1	107		1 & 2	7503	2	0	1	3	1	N/A	2032	1625	407	4 44%			
2	112	6509 188th Place NE	1 & 2	7501	2	0	1	2	1	Den	2008	1560	448	4 39%			
2	111		1 & 2	7502	2	0	1	2	1	N/A	1672	1265	407	3 66%			
2	110		1 & 2	7503	2	0	1	3	1	N/A	2026	1619	407	4 43%			
3	106	6505 188th Place NE	1 & 2	7501	2	0	1	2	1	Den	2009	1561	448	4 39%			
3	105		1 & 2	7502	2	0	1	2	1	N/A	1696	1289	407	3 71%			
3	104		1 & 2	7503	2	0	1	3	1	N/A	2020	1613	407	4 42%			
4	103	6503 188th Place NE	1 & 2	7501	2	0	1	2	1	Den	2008	1560	448	4 39%			
4	102		1 & 2	7502	2	0	1	2	1	N/A	1672	1265	407	3 66%			
4	101		1 & 2	7503	2	0	1	3	1	N/A	2026	1619	407	4 43%			
5	106	18936 NE 67th Way	1 & 2	7501	2	0	1	2	1	Den	2009	1561	448	4 39%			
5	105		1 & 2	7502	2	0	1	2	1	N/A	1696	1289	407	3 71%			
5	104		1 & 2	7503	2	0	1	3	1	N/A	2020	1613	407	4 42%			
6	103	18932 NE 67th Way	1 & 2	7501	2	0	1	2	1	Den	2008	1560	448	4 39%			
6	102		1 & 2	7502	2	0	1	2	1	N/A	1672	1265	407	3 66%			
6	101		1 & 2	7503	2	0	1	3	1	N/A	2026	1619	407	4 43%			

BLDG #	UNIT #	ADDRESSES	FLOOR	UNIT DESCRIPTION										SQUARE FOOTAGE		ALLOCATED INTERESTS	
				# of Bathrooms		# of Bdrms	# of FrPlcs	Other (den, etc.)	construction plan estimate		Expense, Voting, and Common Elements						
									[X] survivor's "as-built"								
				Unit Type	Full	%	%			Total	Dwelling	Garage					
7	106	18878 NE 67th Way	1 & 2	7501	2	0	1	2	1	Den	2009	1561	448	4.39%			
7	105		1 & 2	7502	2	0	1	2	1	N/A	1696	1289	407	3.71%			
7	104		1 & 2	7503	2	0	1	3	1	N/A	2020	1613	407	4.42%			
8	101	18874 NE 67th Way	1 & 2	7501	2	0	1	2	1	Den	2009	1561	448	4.39%			
8	102		1 & 2	7502	2	0	1	2	1	N/A	1696	1289	407	3.70%			
8	103		1 & 2	7503	2	0	1	3	1	N/A	2020	1613	407	4.42%			
TOTAL ALL UNITS											45729			100.00%			

SURVEY MAP AND PLANS FOR
Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 1 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION OF ENTIRE SITE

TRACTS C-A, C-E, AND C-F, WOODBRIDGE, DIVISION 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 209 OF PLATS, PAGES 7 THROUGH 15, IN KING COUNTY, WASHINGTON.

DECLARATION

WE, THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATE THE SAME SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, RCW 64.34, ET. SEQ. AND NOT FOR ANY PUBLIC PURPOSE. THIS SURVEY MAP AND PLANS AND ANY PORTION THEREOF ARE RESTRICTED BY LAW AND THE DECLARATION FOR WOODBRIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM, RECORDED UNDER KING COUNTY RECORDING NO. 20030910002822

DATED THIS 4 DAY OF September, 2003.
DECLARANTS:

CORNER HOMES COMPANY
A WASHINGTON CORPORATION

Garret M. Upper
BY: Garret M. Upper
ITS: Assistant Vice President

STATE OF WASHINGTON }
COUNTY OF KING }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Garret M. Upper IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT, AND ACKNOWLEDGED IT AS A TRUE AND CORRECT DECLARATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: September 4, 2003.

Cathy Decator
BY: Cathy Decator
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT Redmond, WA
MY APPOINTMENT EXPIRES 11-9-05



RESTRICTIONS

- THIS SITE IS SUBJECT TO AN EASEMENT TO PUGET SOUND ENERGY, AND THE TERMS AND CONDITIONS THEREOF, AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20000703000781, SAID DOCUMENT REFERS TO A 10 FOOT WIDE STRIP AS CONSTRUCTED OR TO BE CONSTRUCTED.
- THIS SITE IS SUBJECT TO THE RESERVATIONS OF MINERAL RIGHTS BY MEYERHOLZER TIMBER COMPANY AS DISCLOSED BY DEED RECORDED UNDER RECORDING NUMBER 807371 AND AMENDED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 0045848.
- THIS SITE IS SUBJECT TO CITY OF REDMOND RESTRICTIONS, CITY OF REDMOND UTILITY EASEMENT PROVISIONS, ROADWAY EASEMENT PROVISIONS, SIDEWALK EASEMENT PROVISIONS, PRIVATE EASEMENT PROVISIONS, DRAINAGE COVENANTS, GENERAL NOTES, AND DECLARATION ALL AS CONTAINED IN SAID PLAT.
- THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY FOR ASSESSMENTS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20010131002680.
- THIS SITE IS SUBJECT TO AN AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, BETWEEN THE CITY OF REDMOND AND BATRODGE PROPERTIES, INC. FOR REIMBURSEMENT FOR UTILITY IMPROVEMENTS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 0012280289 AND AMENDED BY INSTRUMENT UNDER RECORDING NO. 0104111068.
- THIS SITE IS SUBJECT TO AN AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, BETWEEN QUADRANT CORPORATION AND THE CITY OF REDMOND FOR REIMBURSEMENT FOR UTILITY IMPROVEMENTS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 0004042140 AND AMENDED BY INSTRUMENT UNDER RECORDING NO. 2001018001193.
- THIS SITE IS SUBJECT TO NOTICE OF WATER AND SEWER CONNECTION CHARGES AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 0408091502.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS FOR WOODBRIDGE PARKSIDE TOWNHOMES, A CONDOMINIUM, IS BASED UPON THE PLAT OF WOODBRIDGE, DIVISION 2, VOLUME 209 OF PLATS, PAGES 7-15, RECORDS OF KING COUNTY, WASHINGTON; THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON; THAT THE LOCATION OF THE BUILDINGS AND THE DIMENSIONS OF THE UNITS, AS SHOWN, ARE CORRECT; THAT ALL IMPROVEMENTS ARE SUBSTANTIALLY COMPLETED; THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 IS SHOWN CORRECTLY HEREON, AND THAT I HAVE FULLY COMPLIED WITH ALL APPLICABLE STATUTES AND REGULATIONS.



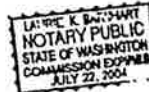
Kevin J. Vanderzanden
KEVIN J. VANDERZANDEN
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 30127
STATE OF WASHINGTON

STATE OF WASHINGTON }
COUNTY OF KING }

KEVIN J. VANDERZANDEN, BEING FIRST DULY SWORN ON OATH, DEPOSES AND SAYS: I AM A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON AND AM THE PERSON WHO MADE AND EXECUTED THE FOREGOING CERTIFICATE. I HAVE READ THE SAME, KNOW THE CONTENTS THEREOF, AND BELIEVE THE SAME TO BE TRUE.

Kevin J. Vanderzanden P.L.S.
KEVIN J. VANDERZANDEN P.L.S.

SUBSCRIBED AND SWORN TO THIS 4 DAY OF Sept., 2003.



Laurie K. Barnhart
BY: LAURIE K. BARNHART
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 7-22-04

ASSESSOR'S CERTIFICATE

EXAMINED AND APPROVED THIS 10th DAY OF September, 2003.
DEPARTMENT OF ASSESSMENTS

Scott Noble
KING COUNTY ASSESSOR

by Debra Clark
DEPUTY KING COUNTY ASSESSOR

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CORNER HOMES COMPANY, THIS 10th DAY OF September, 2003, AT 11:15 HOURS PAST 11:00 O'CLOCK A.M., IN VOLUME 209 CONDOMINIUMS, PAGES 7-15, UNDER RECORDING NO. 20030910002822, RECORDS OF KING COUNTY, WASHINGTON.

DEBRA CLARK
MANAGER

WALT WASHINGTON
SUPERINTENDENT OF RECORDS



14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING . PLANNING . SURVEYING

SURVEY MAP AND PLANS

SHEET 2 OF 11

Woodbridge Parkside Townhomes, A CONDOMINIUM

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON

TRACT H

TRACT C-E

TRACT C-F

WOODBRIDGE
DIVISION 2
VOL. 209, PGS. 7-15

TRACT C-A

TRACT G,
WOODBRIDGE
VOL. 201, PGS.
75-86

CITY OF REDMOND
UTILITY EASEMENT
(TYP)



SCALE: 1" = 60'



BASIS OF BEARINGS

NAD83/2011 ALONG N.E. 65TH STREET ACCORDING TO
THE PLAT OF WOODBRIDGE, VOLUME 201, PAGES 75-86,
RECORDS OF KING COUNTY, WASHINGTON.

LEGEND

⊕ MONUMENTS SHOWN PER PLAT

SURVEY NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN CHICAGO TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 1110028, DATED JULY 10, 2003. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REDMOND CHICAGO TITLE COMMITMENT. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. AREA OF ENTIRE SITE = 81,502± SQUARE FEET (1.8710± ACRES).
3. BUILDING LOCATION DIMENSIONS ARE AS MEASURED AT RIGHT ANGLES FROM PROPERTY/PHASE LINES TO EXTERIOR BUILDING CORNERS AT POSITIONS INDICATED, UNLESS NOTED OTHERWISE.
4. THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED ON AUGUST 4, 2003.
5. ALL DISTANCES ARE IN FEET.
6. THIS IS A FIELD TRAVERSE SURVEY. A LEITZ SETAC COINNED ELECTRONIC 8 SECOND WHEELS AND INTEGRAL DISTANCE MEASURING METER WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. DISTANCE MEASURING EQUIPMENT HAS BEEN COMPARED AT AN I.C.S. BASELINE WITHIN THE LAST YEAR.

9/3/03



CORE
DESIGN

ENGINEERING • PLANNING • SURVEYING

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.865.7877 Fax 425.865.7963

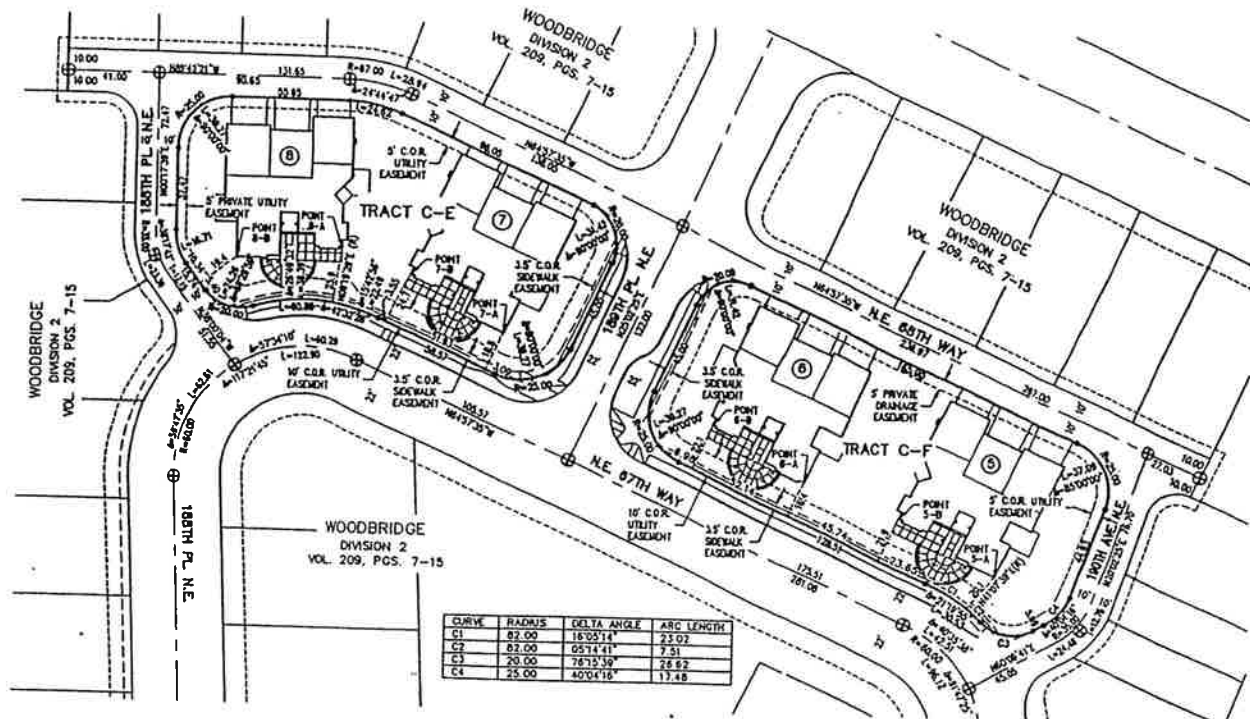
193 23

SURVEY MAP AND PLANS

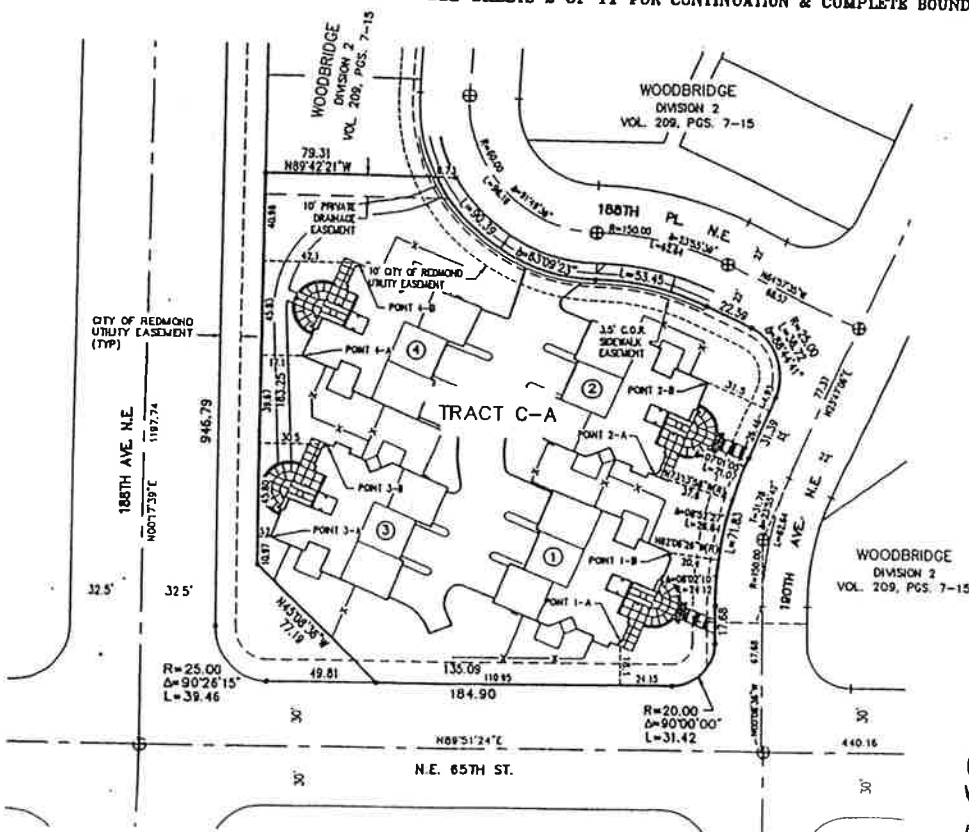
Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 3 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



SEE SHEETS 2 OF 11 FOR CONTINUATION & COMPLETE BOUNDARY



SCALE: 1" = 40'



LEGEND

- ⊕ MONUMENTS SHOWN PER PLAT
- CORNERS SHOWN PER PLAT



CORE

DESIGN

ENGINEERING · PLANNING · SURVEYING

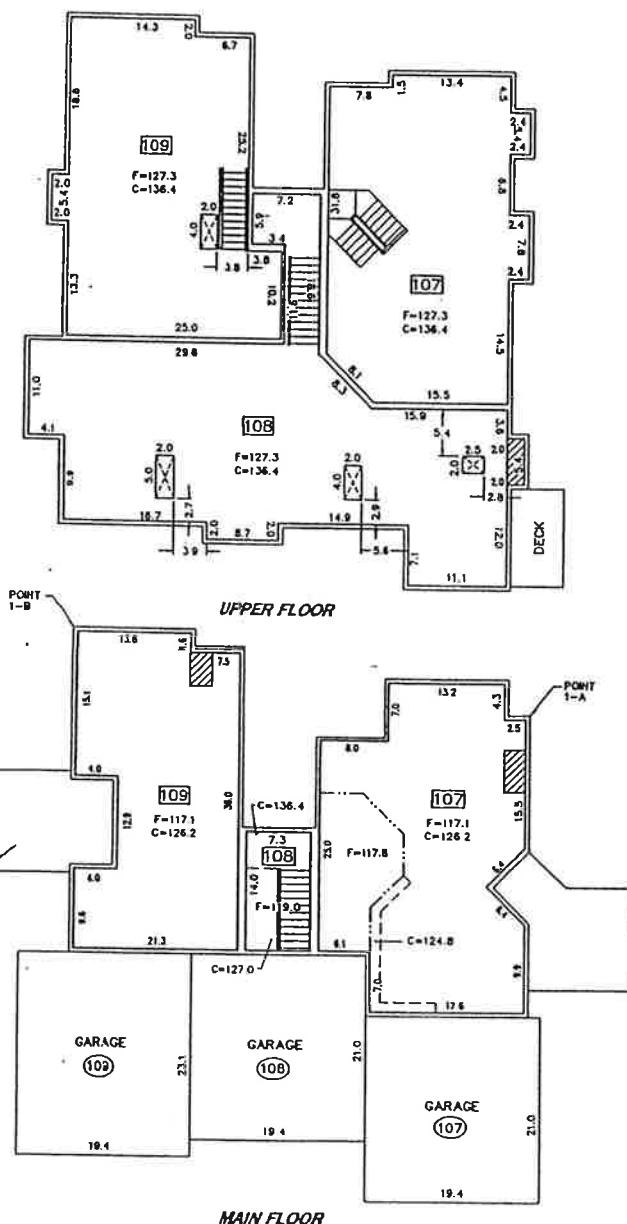
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

SURVEY MAP AND PLANS

Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 4 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



SCALE: 1"=10'

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=126.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- F FLOOR ELEVATION
- C CEILING ELEVATION
- FLOOR BREAK
- CEILING BREAK
- UNIT DESIGNATION
- 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- GARAGE DESIGNATION
- FIREPLACE

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
107	1625	407	2032
108	1259	404	1663
109	1568	448	2016



CORE
DESIGN

ENGINEERING • PLANNING • SURVEYING

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

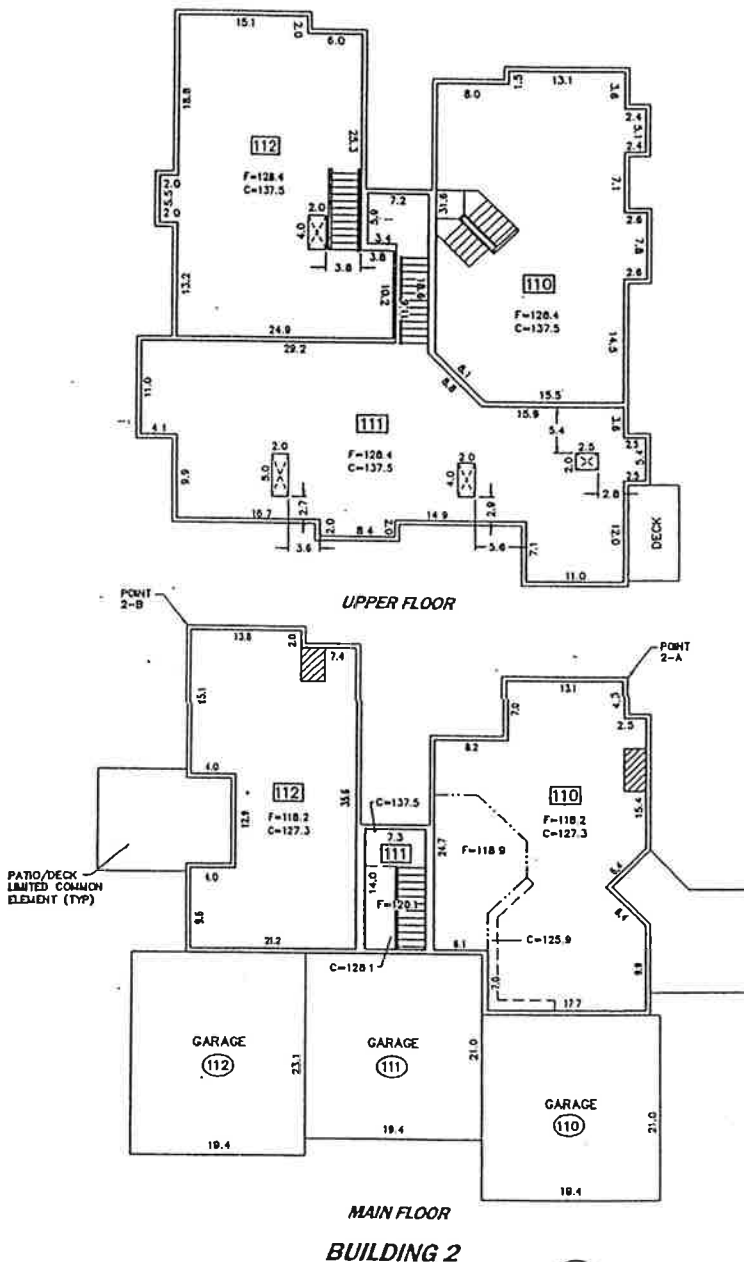
193

SURVEY MAP AND PLANS

Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 5 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



6509 188TH PLACE N.E.
REDMOND, WASHINGTON 98052

0 5 10 20 30

SCALE: 1"=10'

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=126.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- F** FLOOR ELEVATION
- C** CEILING ELEVATION
- FLOOR BREAK
- CEILING BREAK
- UNIT DESIGNATION
- 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- GARAGE DESIGNATION
- FIREPLACE

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
110	1619	407	2026
111	1265	407	1672
112	1560	448	2008



CORE
DESIGN

ENGINEERING • PLANNING • SURVEYING

14711 N.E. 29th Pl Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

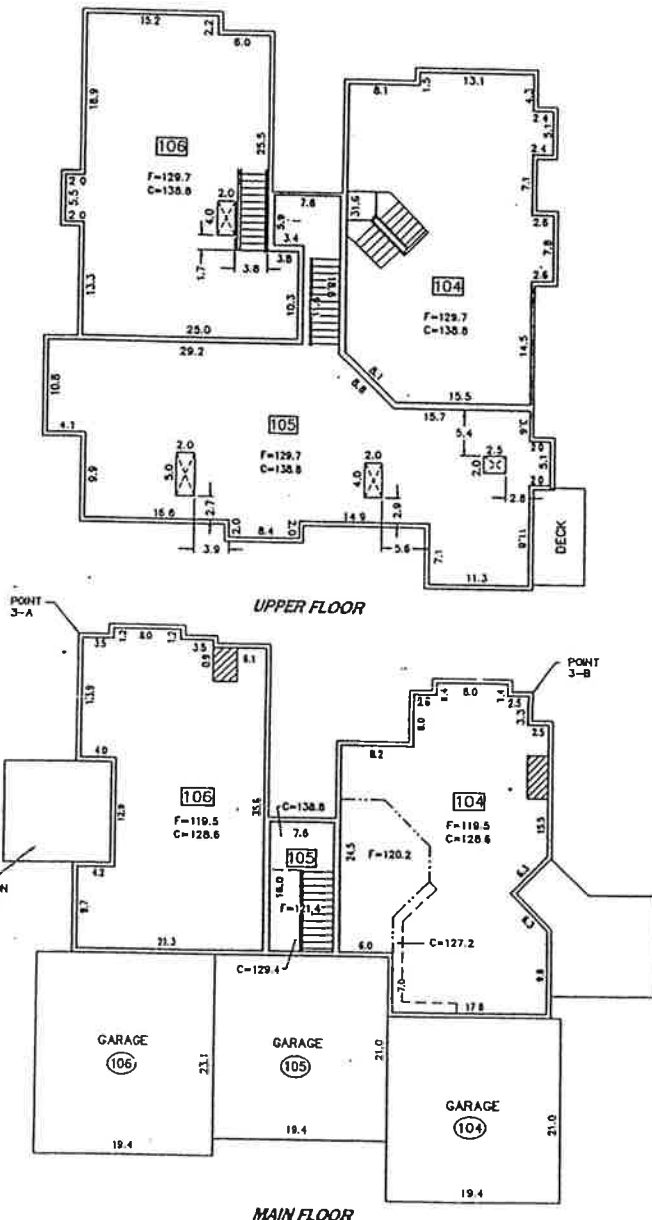
193

SURVEY MAP AND PLANS

Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 6 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=128.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- F FLOOR ELEVATION
- C CEILING ELEVATION
- FLOOR BREAK
- CEILING BREAK
- [101] UNIT DESIGNATION
- [6"] 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- [101] GARAGE DESIGNATION
- [Hatched Box] FIREPLACE

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
104	1613	407	2020
105	1289	407	1696
106	1561	448	2009



SCALE: 1"=10'



CORE
DESIGN

14711 N.E. 29th Pl Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

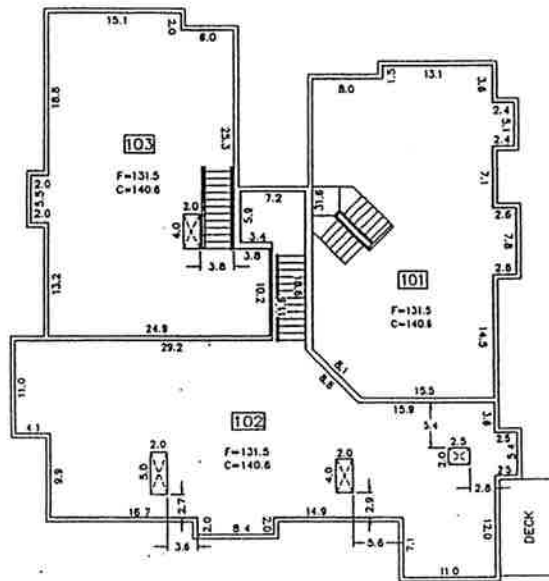
ENGINEERING · PLANNING · SURVEYING

SURVEY MAP AND PLANS

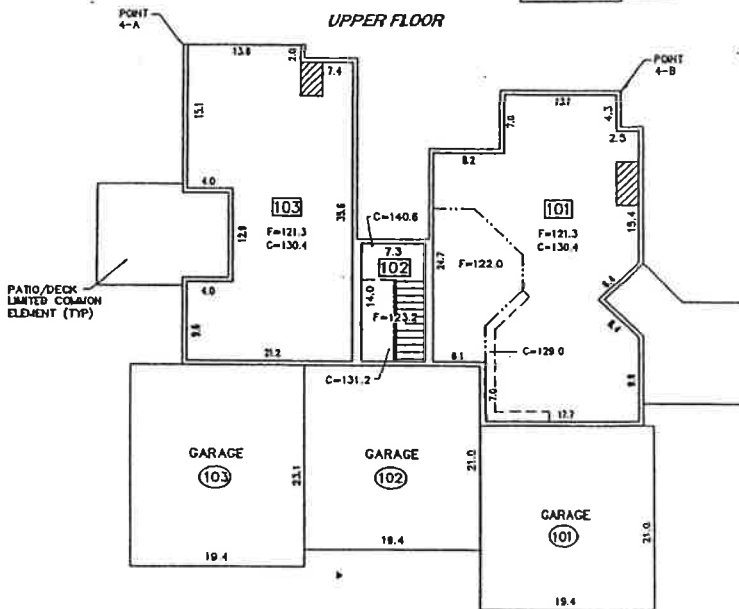
Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 7 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



UPPER FLOOR



MAIN FLOOR

BUILDING 4

6503 188TH PLACE N.E.
REDMOND, WASHINGTON 98052



SCALE: 1"=10'

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET).
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=128.62 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- F. FLOOR ELEVATION
- C. CEILING ELEVATION
- FLOOR BREAK
- CEILING BREAK
- 101 UNIT DESIGNATION
- 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- 101 GARAGE DESIGNATION
- Fireplace

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
101	1619	407	2026
102	1265	407	1672
103	1560	448	2008



CORE
DESIGN

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.883.7677 Fax 425.885.7963

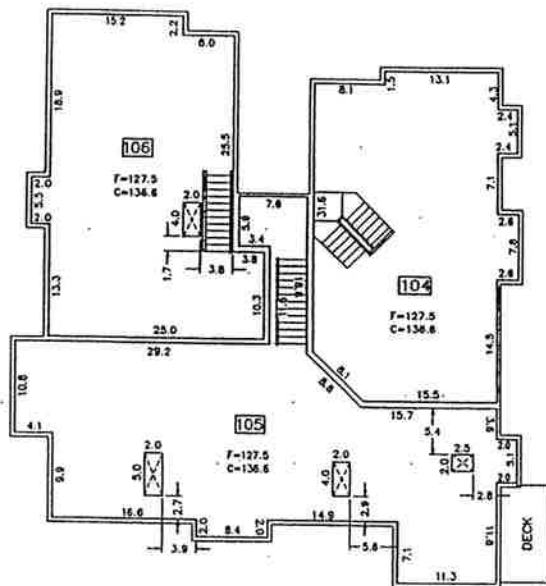
ENGINEERING • PLANNING • SURVEYING

SURVEY MAP AND PLANS

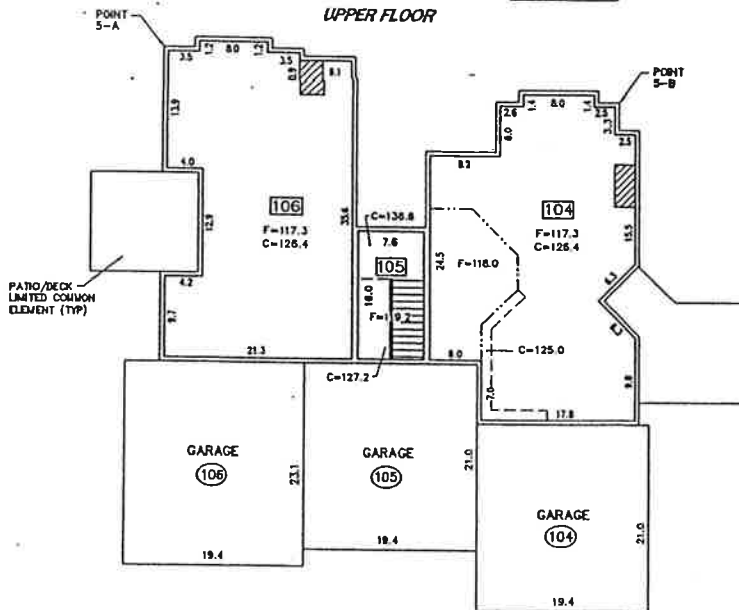
Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 8 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



UPPER FLOOR



MAIN FLOOR

BUILDING 5

18936 N.E. 67TH WAY
REDMOND, WASHINGTON 98052



SCALE: 1"=10'

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET).
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=126.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- F FLOOR ELEVATION
- C CEILING ELEVATION
- FLOOR BREAK
- CEILING BREAK
- 101** UNIT DESIGNATION
- 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- GARAGE DESIGNATION
- FIREPLACE

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
104	1613	407	2020
105	1289	407	1696
106	1561	448	2009



CORE
DESIGN

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963








ENGINEERING • PLANNING • SURVEYING

SHEET 9 OF 11

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E.
ELEV.=128.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- | | |
|--|---|
|  | MOST EXTERIOR SURFACE OF UNIT
BOUNDARY AT LEVEL SHOWN. |
| F | FLOOR ELEVATION |
| C | CEILING ELEVATION |
|  | FLOOR BREAK |
|  | CEILING BREAK |
|  | UNIT DESIGNATION |
|  | 6" PERIMETER WALL UNLESS OTHERWISE
DIMENSIONED |
|  | GARAGE DESIGNATION |
|  | FIREPLACE |

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
101	1619	407	2026
102	1265	407	1672
103	1560	448	2008

18932 N.E. 67TH WAY
REDMOND, WASHINGTON 98052



SCALE: 1"=10'



14711 NE 29th Pl Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963



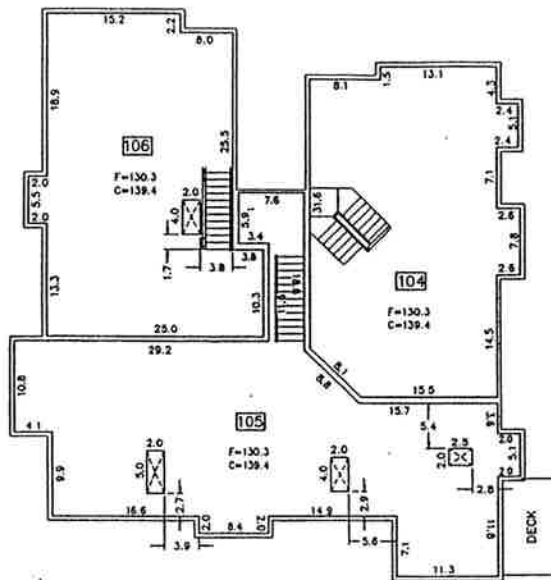
ENGINEERING • PLANNING • SURVEYING

SURVEY MAP AND PLANS

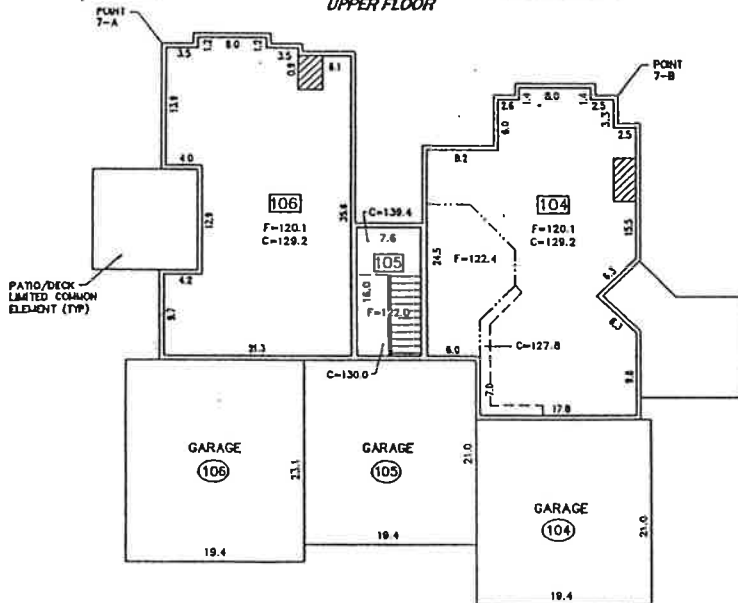
Woodbridge Parkside Townhomes. A CONDOMINIUM

SHEET 10 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



UPPER FLOOR



MAIN FLOOR

BUILDING 7

15878 N.E. 67TH WAY
REDMOND, WASHINGTON 98052



SCALE: 1"=10'

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=126.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- F FLOOR ELEVATION
- C CEILING ELEVATION
- FLOOR BREAK
- - - CEILING BREAK
- 101** UNIT DESIGNATION
- 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- GARAGE DESIGNATION
- FIREPLACE

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
104	1613	407	2020
105	1289	407	1696
106	1561	448	2009



CORE
DESIGN

ENGINEERING • PLANNING • SURVEYING

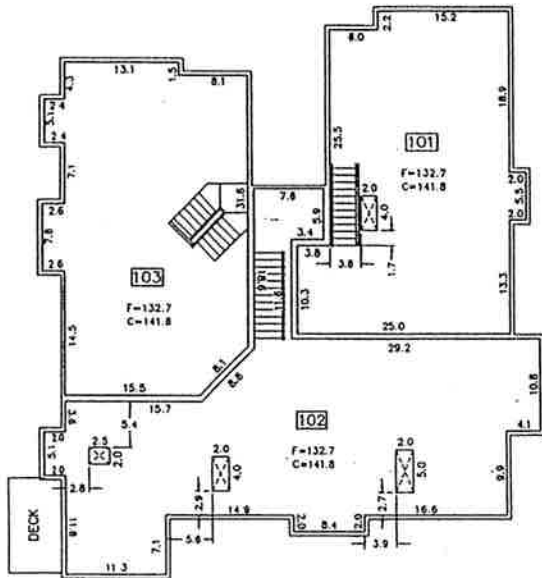
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

SURVEY MAP AND PLANS

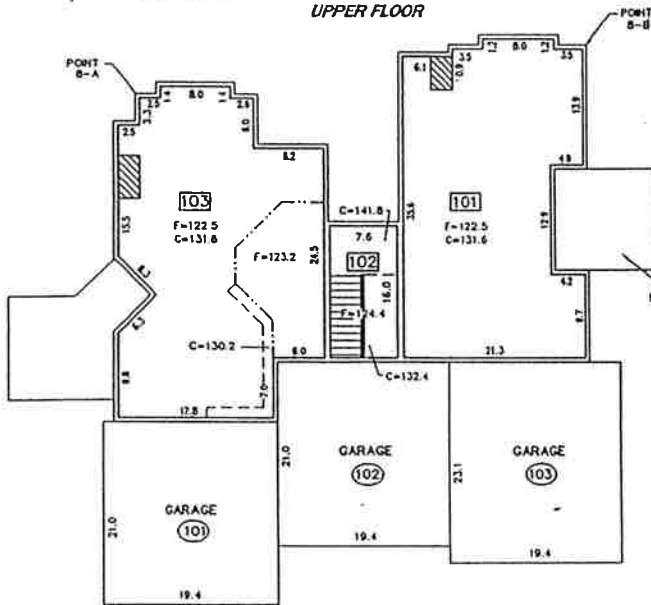
Woodbridge Parkside Townhomes, A CONDOMINIUM

SHEET 11 OF 11

SW1/4, SE1/4, SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



UPPER FLOOR



MAIN FLOOR

BUILDING 8

18874 N.E. 67TH WAY
REDMOND, WASHINGTON 98052



SCALE: 1"=10'

GENERAL NOTES

1. UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE STUD WALL AND ARE SHOWN WITHIN ± 0.10 FEET.
2. CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK AND ARE SHOWN WITHIN ± 0.10 FEET.
3. FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING AND ARE SHOWN WITHIN ± 0.10 FEET.
4. VERTICAL DATUM - NGVD 1929 PER CITY OF REDMOND VERTICAL CONTROL SURVEY PUBLICATION
5. BENCHMARK - RED 38 1989, BRASS DISK IN CONCRETE MONUMENT IN CASE IN NORTHWESTERLY CORNER OF INTERSECTION OF REDMOND-FALL CITY HIGHWAY AND 185TH AVENUE N.E. ELEV.=128.82 FT.
6. ATTICS, SUB-FLOOR, AND SUB-GARAGE CRAWL SPACES ARE NOT PART OF THE UNIT AND USE BY HOMEOWNERS MAY VIOLATE BUILDING CODE.
7. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
8. PHASES MAY BE WITHDRAWN OR ADDED TO THE CONDOMINIUM.

LEGEND

- MOST EXTERIOR SURFACE OF UNIT BOUNDARY AT LEVEL SHOWN.
- FLOOR ELEVATION
- CEILING ELEVATION
- FLOOR BREAK
- CEILING BREAK
- UNIT DESIGNATION
- 6" PERIMETER WALL UNLESS OTHERWISE DIMENSIONED
- GARAGE DESIGNATION
- FIREPLACE

APPROXIMATE UNIT AREAS

UNIT	UNIT (SF)	GARAGE (SF)	TOTAL (SF)
101	1561	448	2009
102	1289	407	1696
103	1613	407	2020



CORE
DESIGN

ENGINEERING · PLANNING · SURVEYING

14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

193
32