

**CC&Rs**  
**Cascade Village Park PHASE 1**

Order: W746FYM9Q  
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104 Pages

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DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
CASCADE VILLAGE PARK CONDOMINIUM

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DECLARATION  
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FOR  
CASCADE VILLAGE PARK CONDOMINIUM

McKellar Development Corp., hereinafter referred to as the "Developer," the sole owner of the property described herein, makes this Declaration pursuant to the provisions of the Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington.

SECTION 1

INTERPRETATION

1.01 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 Horizontal Property Regime under the provisions of the relevant Washington statutes. It is intended also that, insofar as it affects this Declaration and condominium project, the provisions of the Act referenced herein under which this Declaration is operative, shall be liberally construed to effect the intent of this Declaration.

1.02 Terms Consistent With Act. The terminology used herein is intended to have the meaning set forth in the Act unless the context clearly requires otherwise.

1.03 Covenants Running With Land. It is intended that this Declaration (until terminated as provided herein, or as provided in the Act) shall be operative as a set of covenants running with the land, or equitable servitudes, supplementing and interpreting the Act, and operating independently of the Act, should the Act be, in any respect, inapplicable.

1.04 Singular/Plural, Etc. The singular may include the plural, and the masculine may include the feminine, or vice versa, where the context so requires.

1.05 Developer Is Original Owner. Developer 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 filed of record.

1.06 Unit and Building Boundaries. In interpreting the Survey Map and Plans, the existing physical boundaries of the building and each condominium unit, as constructed, shall be conclusively presumed to be the correct boundaries.

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1.07 Percentage of Mortgagees. For purposes of determining the percentage of first mortgagees approving a proposed decision or course of action in cases where a mortgagee holds first mortgages on more than one unit, each such mortgagee shall be deemed a separate mortgagee for each first mortgage so held.

1.08 Captions and Exhibits. Captions given to the various 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.

1.09 Inflationary Increase in Dollar Limits. The dollar amounts specified in Sections 10, 14 and 15, may, in the discretion of the Board of Directors, be increased proportionately by the increase in the Consumer Price Index for All Urban Consumers, Seattle-Everett, Washington, prepared by the United States Department of Labor over the base period, January 1, 1978 to adjust for any inflation in the value of the dollar. For this purpose, the index for "Housing" as published shall be used, unless not available, in which case the index for "All Items" shall be used.

1.10 Definitions. The following definitions shall apply in this Declaration, unless the context requires otherwise:

1.10.1 "The Act" means the Horizontal Property Regimes Act (Revised Code of Washington, Chapter 64.32), as amended from time to time.

1.10.2 "Association" or the "Condominium Unit Owners' Association" means all of the unit owners as a group operating in accordance with the Bylaws and with this Declaration as it is recorded, or as either may be amended.

1.10.3 "Board of Directors" means the individuals elected by the Association to manage and administer the property in accordance with the Bylaws of the Association, this Declaration and the Act, after the Developer or his managing agent no longer provides such management. The term "Board of Directors" shall also refer to the Temporary Board of Directors or the Developer acting as the Board of Directors during the interim period during which the Developer manages and administers the property, set forth in Section 9.

1.10.4 "Building" means the building or buildings containing the condominium units and related facilities comprising a part of the property.

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1.10.5 "Bylaws" means the Bylaws of the Association as initially promulgated by the Developer and as amended from time to time, which with this Declaration provide for the organization of the Association and for the administration of the property.

1.10.6 "Condominium" means the development which is the subject of this Declaration.

1.10.7 "Common Area" means the portions of the property described as such in this Declaration in which each owner of a unit has an undivided percentage interest. The common area includes all limited common area.

1.10.8 "Developer" means the undersigned, the party developing the condominium and signing this Declaration, or the heirs, successors or assigns thereof.

1.10.9 "Declaration" means this instrument, as amended from time to time, by which the property is submitted to provisions of the Act.

1.10.10 "Interior Surfaces" (where that phrase is used in defining the boundaries of units or limited common area) shall not include paint, wallpaper, paneling, carpeting, tiles or other such decorative surface coverings or finishes. Said decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with a unit or limited common area, shall be deemed a part of the unit or limited common area.

1.10.11 "Land" means the earth and the free or occupied space for an indefinite distance upward as well as downward, subject to the provisions or limitations contained in Section 2.01 of this Declaration, and subject to limitations upon the use of airspace imposed and rights in the use of the airspace granted, by the laws of the State of Washington or of the United States.

1.10.12 "Limited Common Areas" means those portions of the common area described in Section 6.

1.10.13 "Mortgage" shall include a deed of trust.

1.10.14 "Mortgagee" shall include a deed of trust beneficiary, and also includes a mortgagee of the condominium and a mortgagee of an apartment.

1.10.15 "Mortgage Foreclosure" shall include a deed of trust sale and a deed given in lieu of such foreclosure or sale.

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1.10.16 "Mortgagee of a Unit" means the holder of a mortgage on a unit, which mortgage was recorded simultaneously 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.

1.10.17 "Mortgagee of the Condominium" means the holder of a mortgage on the real property which this Declaration affects, which mortgage was recorded prior to the recordation of this Declaration. The term "Mortgagee of the Condominium" does not include mortgagees of the individual units.

1.10.18 "Person" includes an individual, corporation, partnership, association, trustee, or other legal entity.

1.10.19 "Property" means the land described as Phase I in Section 2 of this Declaration, and all buildings, improvements, and structures now or hereafter placed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personalty intended for use in connection therewith, which have been, or are intended to be, submitted to the provisions of the Act. When (and if) Developer records a certificate that Phase II has been completed, the word "Property" shall thereafter mean the land described in Section 2 of this Declaration as constituting Phase I and the land described in Section 2 as constituting Phase II which is submitted to the Act, and all buildings, improvements and structures now or hereafter placed thereon, all easements, rights and appurtenances belonging thereto, together with all articles of personal property intended for use in connection therewith.

1.10.20 "Survey Map and Plans" means the survey map and the set of plans to be filed simultaneously with this Declaration showing the location, boundaries and other information relating to the land, the buildings and the units, as required by the Act.

1.10.21 "Temporary Board of Directors" means the individuals appointed to act as the Board of Directors by the Developer to manage and administer the property until such time as the unit owners elect a Board of Directors as provided in this Declaration.

1.10.22 "Unit" and "Condominium Unit" mean a part of the property intended for individually-owned residential use and occupancy, referred to as an "apartment" in the Act. The boundaries of a unit are the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, including outlets of utility service lines, but not the lines themselves. Any hot water heaters or heating equipment (including radiant heating cables or pipes and their

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matrix, connections and controls), or lighting or plumbing fixtures, or appliances are part of the unit. The unit includes both the portions of the building so described and the airspace so encompassed.

1.10.23 "Unit Owner" means the person owning a unit in fee simple absolute or qualified (or a purchaser under a real estate contract) together with an undivided percentage interest, in a like estate, in the common area and facilities (which include the limited common area and facilities) as specified and established in this Declaration.

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## SECTION 2

### DEVELOPMENT IN PHASES; DESCRIPTION OF LAND

2.01 Intention to Develop in Phases. The Developer is the sole owner of the tract of property legally described in Exhibit "A" hereto on which the buildings and improvements are or are to be located and which is being developed as a condominium. For purposes of developing the condominium in Phases, the foregoing described tract of land is divided into two parcels, one separate and distinct parcel for each Phase, described as shown in Exhibit "A" hereto. Phase I is the initial Phase of the Condominium. The Declaration shall be effective immediately to establish Phase I as a condominium.

2.02 Expansion Into Phase II. Developer expects to expand the condominium into one additional subsequent Phase, entitled Phase II, but Developer is not required to expand the condominium at all. If Developer elects to expand the condominium into Phase II, it may do so, subject to the conditions in this Section, by recording a Survey Map and Plans or amendment to the original Survey Map and Plans showing the improvements and apartments added to the condominium by Phase II and recording a certificate (hereinafter referred to as the "Phase II Certificate") declaring that the survey map and plans previously recorded or recorded therewith, accurately depict, as built, all of the improvements and apartments included in Phase II. Upon the recording of the Phase II Certificate, the previously existing condominium (Phase I) shall be merged into and become one with Phase II as a single, unified condominium, subject to all of the terms, conditions, covenants, restrictions and reservations set forth in this Declaration. The Phase II Certificate shall establish Phase II as a condominium in accordance with Exhibit "D" hereto, which is a schedule of the percentage of undivided interest in the common areas and facilities appertaining to each apartment in Phase I and Phase II.

2.03 Improvements in Phases. Phase I consists of sixty-five (65) units. If the condominium is expanded into Phase II, Phase II shall consist of a maximum of forty-six (46) units which will thereafter become a part of the condominium. The improvements added to the condominium by Phase II need not be identical to those in Phase I. Developer may make reasonable alterations in the style, floor plan and size of the buildings and units added by Phase II as market demand may indicate, but Developer's latitude in making such alterations shall be restricted in that all improvements added by Phase II shall be comparable in style, quality, size and cost to the improvements in Phase I, to the end that the new improvements will be esthetically and economically harmonious and compatible with the improvements in Phase I. The authority to determine

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whether the improvements in Phase II meet the requirements of this section shall vest solely and exclusively in Developer.

**2.04 No Obligation to Develop; Phasing Covenants and Conditions.** Nothing contained herein shall be construed to create an obligation upon Developer to cause the construction of the apartments within Phase II. Subject to the following conditions, Developer shall have the right to develop Phase II at Developer's sole option and discretion: (1) In the event Developer desires to undertake such development, Developer shall commence construction within three (3) years from the date on which this Declaration becomes effective and such construction shall be completed within two (2) years from the date construction is commenced; (2) Prior to recording the Phase II documents described in Section 2.02, Developer shall obtain the written approval of the Administrator of the Veterans Administration for the merger of Phases I and II; and (3) All property added to the condominium as Phase II shall be free of any liens or encumbrances arising out of construction of improvements upon the property, taxes, assessments, mechanics liens or other charges affecting such property, covering any period prior to the addition of the property as Phase II.

**2.05 Joint Use, Maintenance and Control of Common Areas and Facilities.** In the event Phase II is made a part of the condominium, in addition to Phase I, all of the common areas and facilities of Phase I and the common areas and facilities of Phase II shall be for the use and enjoyment of the entire condominium and all of the owners in the condominium shall share in the subsequent expenses of maintaining, repairing and replacing them as may be necessary.

**2.06 Election Not to Add Phase II.** If the Developer does not elect to expand the condominium by adding Phase II, Phase I shall constitute a fully operational condominium and the land associated with Phase II may be used by Developer for any lawful and compatible purpose. The authority to determine whether the purpose for which such land is used is compatible with the condominium will rest with Developer, which authority shall be conclusive and binding upon all persons who acquire any interest in the condominium. If Developer determines that it will not expand the condominium into Phase II, it may record an amendment to this Declaration signed only by the Developer describing the land which will not be included in the condominium.

**2.07 Developer as Proxy for Owners.** Developer, its successors or assigns, shall be the proxy and have authority, coupled with an interest, to act for and in the name of each Owner to vote the respective Owner's interest to amend this Declaration and to execute such documents and do any and all acts necessary for the sole and exclusive purpose of accom-

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plishing the expansion of Phase I by the addition of Phase II, and submission to the Act under this single Declaration and regime, including, without limitation, executing the Phase II Certificate, Survey Map and Plans, and any amendment to this Declaration which is limited to effecting the expansion of this condominium to include Phase II. The appointment as proxy and delegation of authority to act as attorney-in-fact shall be irrevocable and is in consideration of all conveyances by Developer and shall constitute a covenant running with the land until sixty (60) days after the Phase II Certificate shall have been recorded by Developer.

2.08 Location of Land. The property (Phases I and II) is located at 8407 and 8408 - 18th Ave. W., Everett, Washington. It is bounded by West Casino Road to the north of the property and it is bisected by Loganberry Avenue, also known as 18th Avenue West, a public right-of-way, traveling north-south along the approximate center line of the property. Phase I constitutes the entire property west of Loganberry Avenue, and the southernmost end of the property east of Loganberry Avenue. Phase II constitutes the remaining property east of Loganberry Avenue.

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### SECTION 3

#### DESCRIPTION OF BUILDINGS AND IMPROVEMENTS

3.01 Phase I General Description. The buildings and improvements located on the above-described real property in Phase I of the Development consists of seven (7) residential buildings and one (1) pool building. Each of the seven (7) residential buildings has two (2) stories and no basement. The pool building has one (1) story and no basement. The buildings are oriented on the property as shown in the Survey Map and Plans filed concurrently with this Declaration. The Phase I buildings include buildings numbered 2, 5, 8, 9, 10, 11 and 12 as shown on the Survey Map and Plans.

3.02 Phase II General Description. Developer intends, as of the date of the Declaration, to construct upon the vacant property described in Section 2 of this Declaration, and which is the remainder of the property east of Loganberry Avenue, five (5) additional buildings which are intended to become part of the condominium created hereby. Each of the additional five (5) buildings, buildings numbered 1, 3, 4, 6 and 7 will have two (2) stories and no basement. All of the Phase II buildings will be residential.

3.03 Construction of Buildings. The buildings are constructed principally of wood, glass, concrete, brick and other fire resistant material.

3.04 Other Improvements. The land is further improved by the construction of a recreation area, including a spa, swimming pool, and pool building, and a system of paved drive-ways and paved parking lots among the buildings.



#### SECTION 4

##### DESCRIPTION OF CONDOMINIUM UNITS ACCESS AND PARKING SPACES

4.01 Designation of Condominium Units. The designation of each unit, its floor location, its approximate area, the parking space assigned to it and other data concerning its proper identification are set forth in Exhibit "B" hereto and on the Survey Maps and Plans filed in conjunction with this Declaration. With regard to Phase II units, final descriptions and designations of such units shall be made by supplemental or amended declaration and by supplemental or amended Survey Map and Plans.

4.02 Description of Condominium Units. The Condominium Project, including both Phases I and II, contains one hundred eleven (111) units. Sixty-five (65) of these units shall be included in Phase I, and forty-six (46) units shall be included in Phase II.

4.02.01 Type A Units. First-floor units with floor plans A and AR contain approximately 866 square feet and include one bedroom, one bath, a kitchen, living room, rear entry hallway and walk-in closet. Second-floor units with floor plans UA and UAR contain approximately 1165 square feet and include two bedrooms, two baths, a kitchen, living room, dressing room, hallway, and walk-in closet.

4.02.02 Type B Units. First-floor units with floor plans B and BR contain approximately 800 square feet, and include one bedroom, one bath, a kitchen, living room, hallway and walk-in closet. Second-floor units having floor plans UB and UBR contain approximately 990 square feet and include two bedrooms, two baths, a kitchen, living room, dressing room, hallway and walk-in closet.

4.02.03 Type T Units. Units with floor plans T and TR are townhouse units, containing approximately 1300 square feet, and include two bedrooms, two and one-half baths, a kitchen, living room with dining area, dressing room, laundry room and hallway.

4.03 Access. Each unit has access to either Loganberry Avenue or West Casino Road via the applicable unit entry way, common walks, parking areas and driveways.

4.04 Parking Spaces. In addition to the one hundred eleven (111) single-car garages which constitute limited common area appurtenant to the units, (sixty-five (65) garages in Phase I and forty-six (46) garages in Phase II), there are thirty-six (36) uncovered parking spaces included in Phase I,

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located on the property as shown on the Survey Map and Plans,  
and the Developer intends to have a total of fifty-six (56)  
uncovered parking spaces for the combined Phases I and II,  
upon completion of Phase II.

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## SECTION 5

### DESCRIPTION OF COMMON AREA

5.01 Description of Common Area. The common area consists of the following:

5.01.1 Land. The land above described on which the building is situated.

5.01.2 Structural Elements. The foundations, studding, joists, beams, supports, walls (excluding only non-bearing interior partitions of the units), roofs, chimneys and fireplace walls, if any, and all other structural parts of the building to the unfinished interior surfaces of the units' perimeter walls, floors, ceilings, fireplace, if any, windows and doors (that is, to the boundaries of the unit under the Act).

5.01.3 Central Services. The wires, pumps, motors, fans, ducts and all other parts or apparatus of any common utility service, such as power, light, gas, hot and cold water, heating, air conditioning, incinerating, elevator and sewer whether they are located in partitions or otherwise, excluding the hot water tanks, baseboard heaters, air conditioners and other such appliances located within individual units.

5.01.4 Access Features. The corridors, lobbies and halls outside the units, stairways, and the entrances and exits of the building.

5.01.5 Landscaped Areas. The yards, gardens, and landscaped areas which surround the building, and any planters built into or adjacent to the building.

5.01.6 Walkways and Driveways. The driveways and walkways providing access to the building and the parking areas.

5.01.7 Areas for Equipment; Equipment. The rooms or areas containing electrical, or other building equipment, and any such equipment itself.

5.01.8 Recreation Facilities. The swimming pool, pool building, sauna and spa.

5.01.9 Unassigned Parking Places. Those parking spaces not assigned to a particular unit.

5.01.10 Refuse Disposal. The containers or equipment for refuse disposal, the refuse chutes, and the rooms where they are located or where refuse is placed or stored.

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5.01.11 Communication Elements. Wires, cables or conduit and all other mechanical or electrical equipment used in extending telephone, television or other communication services to the buildings and to each unit, excluding telephone and television equipment located within individual units.

5.01.12 All Other Parts of the Property Necessary or Convenient to the condominium's existence, maintenance and safety, or normally in common use, including the unit if any, designated for the use of the building manager in the Survey Maps and Plans.

5.01.13 Portions of Common Area to be Maintained by Owner. Certain items which are ordinarily considered common area, such as but not limited to screen doors, window screens, awnings, storm windows, planter boxes, and the like, may, pursuant to decision of the Board of Directors and specification in the Bylaws or administrative rules, be designated as items to be furnished and maintained by owners at their individual expense.

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## SECTION 6

### DESCRIPTION OF LIMITED COMMON AREA

6.01 Description of Limited Common Area. The limited common area, which is reserved for the use of designated units to the exclusion of the other units, consists of the following:

6.01.1 Balcony or Deck. The balcony or deck accessible from any unit as shown on the Survey Map and Plans. The boundaries of such areas are defined as the interior surfaces of the walls, floor, ceiling, windows, ground, railings, or fence enclosing such areas. If no such enclosure exists, the boundaries shall be as depicted on the Survey Map and Plans.

6.01.2 Flues. The interior of the fireplace flue and fireplace serving any unit.

6.01.3 Parking. The parking space (including garages) assigned to each unit by the Developer as shown on the Survey Map and Plans, the boundaries of said space being defined as the interior surfaces of walls, floor and striping enclosing said parking space. Each garage number corresponds to the numbers of the particular unit to which it is assigned.

6.02 Parking Assignment. The Developer reserves the right to make the initial assignment of parking spaces including garages to each unit, such assignment either being made by original filing or amendment to the Declaration and Survey Map and Plans, or by designation contained in the initial deed, contract or other conveyance executed by the Developer. With respect to each unit, the Developer shall make such assignment prior to or contemporaneously with the closing of the sale of such unit by the Developer. The balance of any parking spaces, if any, not so assigned to specific units shall constitute part of the common area to be used in accordance with the rules and regulations established from time to time by the Board of Directors.

6.03 Transfer of Parking Rights. After the Developer's initial assignment, a unit owner may rent or lease the parking space assigned 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 his interest in the unit (whether such disposition is by deed, contract or otherwise); and provided further, that the Board of Directors shall be notified in writing of the existence of any such rental or lease arrangement. In addition, any two unit owners may exchange, either on a permanent or temporary basis, parking spaces assigned to their respective units; provided, any such exchange made on a permanent basis, shall be made by a jointly executed and recorded instrument approved by the Board of Directors.

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## SECTION 7

### VALUE AND VOTING RIGHTS OF EACH CONDOMINIUM UNIT

7.01 Value of Property; Unit Percentage Interests.  
The total value of the property is \$4,179,500.00. Exhibit "C" hereto sets forth the value of each condominium unit, its percentage of undivided interest in the common and limited common area and its voting rights.

7.02 Value of a Condominium Unit. The value of each condominium unit consists of the value of the unit together with the value of its percentage of undivided interest in the common area and limited common area pertaining thereto and its other appurtenances. The unit values are scheduled to establish the percentages required by the Act and do not reflect, necessarily, the amount for which a condominium unit will be sold, from time to time, by the Developer or by others. The established percentage interests shall be deemed to be conveyed with and as an encumbrance on the units, although not mentioned in the instrument evidencing the encumbrance or conveyance.

7.03 Effect of Phase II. The percentages for the units included in Phase I, set forth in Exhibit "C" hereto, are calculated with relation to the total value of the property in Phase I, set forth in Section 7.01. When (and if) the condominium is expanded into Phase II, the percentages thereafter effective shall be those set forth in Exhibit "D" for the combined value and percentages of Phases I and II. The total value of the property, in the event Phase II is included in the condominium, is \$7,217,900.00. The inclusion of Phase II in the condominium shall not change the value of each unit within Phase I, as set forth in Exhibit "C". Such value includes the value of all limited common areas appertaining thereto and the percentage of undivided interest in the common areas and facilities appertaining to such unit. The values set forth in Exhibit "D" include the values of all limited common areas appertaining thereto and the percentage of undivided interest in the common areas and facilities appertaining thereto. Such values are scheduled to establish the percentages of undivided interest in the common areas and facilities of the combined property of Phases I and II as required by the Act and do not necessarily reflect, and are not intended to set forth, the amount for which a unit within Phases I and II will, or may be sold from time to time by Developer or others.

7.04 Revised Voting Rights and Percentage Ownership.  
In the event Phase II is developed, the percentage of undivided interest appertaining to each unit within Phases I and II in the common areas and facilities of the entire condominium shall be as shown in the attached Exhibit "D". The total voting power of all owners shall remain at one hundred (100)

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votes, and the total number of votes available to the Owner of each respective unit in the condominium shall be equal to the percentage of undivided interest in and to the common areas and facilities as appertain to each unit, as shown on Exhibit "D".

7.05 Form of Declaration. The entire condominium in the event Phase II is developed shall be subject to the provisions of this Declaration. All owners of units within the condominium shall be members of a single association, which shall be governed by the Bylaws governing the Association adopted pursuant to this Declaration.

7.06 Method of Altering Ownership Interests and Values. In the event construction of the units within Phase II is not commenced within the time period specified in Section 2, the schedule of percentage ownership interest set forth in Exhibit "C" shall automatically take effect. The Association shall cause to be filed with the Recorder of Snohomish County, an acknowledgment of such final adoption of those percentage interests. Such acknowledgment shall be executed by the President and Secretary of the Association in form suitable for filing.

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## SECTION 8

### CONDOMINIUM UNIT OWNERS' ASSOCIATION.

8.01 Form of Association. Initially the Condominium Unit Owners' Association (the "Association") may be an unincorporated association. The Board of Directors (or the Developer until such time as the temporary Board of Directors is selected,) may at any time if deemed advisable in the exercise of its sole discretion, without necessity of prior approval or other action by the members, cause such unincorporated association to be converted to a non-profit corporation under the laws of the State of Washington; provided, that, from and after the formation of such non-profit corporation, the rights and duties of the members and of such corporation shall continue to be governed by the provisions of the Act and this Declaration. In dealing with others the Association shall be known as Cascade Village Park Condominium Association.

8.02 Membership. Each of the unit owners, including the Developer, shall be a member of the Association and shall be entitled to one membership for each unit so owned.

8.03 Transfer of Membership. The Association membership of each owner (including the Developer) 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.

8.04 Number of Votes. The total voting power of all owners shall be 100 votes, and the total number of votes of the owner or owners (hereinafter referred to collectively as "owner") of any one unit shall be equal to the percentage of undivided interest in the common areas and facilities pertaining to such unit as set forth in Section 7.01 and Exhibit "C".

8.05 Voting Owner. The owner of each unit shall designate one representative to represent him in the Association, by written notice to the Board of Directors. A designated representative need not be an owner of a unit. A designation may be revoked at any time by the owner of the unit on written notice to the Board of Directors, and the death or judicially declared incompetence of all persons constituting the owner of a unit shall revoke the designation; provided, however, that such revocation shall not be effective until the Board of Directors has been notified. Where no designation is made, or where a designation has been made, but is revoked and

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no new designation is made, the designated representative of such unit shall be the group comprised of all persons constituting the owner. If a person owns more than one unit, he shall have the votes for each unit owned. The Developer shall be the voting owner with respect to any unit owned by it. Natural persons, partnerships, corporations, trusts or other legal entities may own or have an ownership interest in units.

8.06 Pledged Votes. The pledging of votes by owners shall not be permitted, and no pledged votes shall be valid with respect to Association business, except that a mortgagee or contract vendor of a unit may obtain a pledge of an owner's vote, such pledge to be effective only during the pendency of legal proceedings to foreclose the subject mortgage or to forfeit the subject real estate contract. In the event the owner of a unit has pledged his vote regarding special matters to a mortgagee, or to the vendor under a real estate contract and written evidence of the pledge has been filed with the Association, only the vote of such mortgagee or vendor will be recognized concerning the special matters for which the vote was pledged. This paragraph shall not be amended without the written consent of all the owners and their respective mortgagees or vendors.

8.07 Joint Owner Disputes. The vote for a unit must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular unit none of said votes shall be counted, and said votes shall be deemed void.

8.08 Annual Meetings. The Association shall hold its annual meeting in the first quarter of each year at such reasonable place and time as may be designated by written notice of the Board of Directors to the owners no less than fifteen (15) days prior to the date fixed for the meeting.

8.09 Special Meetings. A special meeting of the Association may be called by the President on the vote of a majority of the Board of Directors or at the written request of the owners having fifty-one (51.0) or more votes. Written notice shall be given to all owners not less than fifteen (15) days prior to the date fixed for the special meeting, in accordance with Article I of the Bylaws.

8.10 Quorum. The quorum at an annual or special meeting of the Association shall be the presence, in person or by proxy, of owners having fifty-one (51.0) or more votes. If a quorum is present at any such meeting, any action may be taken by an affirmative vote of a majority of the total votes

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present at the meeting, unless otherwise expressly provided herein. In the event a quorum is not present at any meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the notice provisions of this Declaration and at the reconvened meeting whatever number of owners are present shall constitute a quorum; provided that, at such reconvened meeting, no amendment to the Declaration shall be adopted except as provided in Section 21 herein, and no amendment to the Bylaws may be adopted unless owners having sixty (60.0) or more votes vote in favor of such amendment, and all other requirements of Article X of the Bylaws are complied with.

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## SECTION 9

### ADMINISTRATION DURING INTERIM PERIOD, ELECTION OF BOARD OF DIRECTORS AND OFFICERS, AND ADOPTION OF BYLAWS

9.01 Adoption of Bylaws. The Developer shall adopt the initial Bylaws of the Association to provide for the administration of the condominium consistent with this Declaration and the Act.

9.02 Management by Developer. The Developer shall, at such time as it deems appropriate, appoint a Temporary Board of Directors of three (3) persons who need not be owners of condominium units. This Temporary Board of Directors (and the Developer in the absence of such Temporary Board of Directors) shall exercise the rights, duties and functions of the Board of Directors as set forth in this Declaration until the Developer calls a special meeting of the Association for the purpose of electing the Board of Directors as set forth in Section 9.03 below; provided that, after appointing the Temporary Board of Directors, the Developer in the exercise of its sole discretion may at any time terminate such temporary board and reassume its management authority or select a new Temporary Board of Directors.

9.03 Election of the Board of Directors. The Developer shall call a special meeting of the Association for the purpose of electing the Board of Directors no later than (a) two (2) years from the date this Declaration is filed, or (b) 120 days after the Developer shall have closed the sale of at least seventy-five percent (75.0%) of the units, whichever is earlier. At said special meeting the owners shall elect a Board of Directors consisting of five (5) persons, who shall serve without compensation.

9.04 Term of Directors. The term of office of the directors shall be two (2) years, with two (2) directors being elected at each annual meeting during even-numbered years, and three (3) directors being elected at each meeting during odd-numbered years. At the special meeting called for the purpose of electing directors, the five (5) directors so elected shall, by lot, determine whether each shall have a one or two-year term to stagger the expiration dates of the terms of the appropriate number of directors. Any director may be elected to serve for an additional term or terms.

9.05 Vacancies on Board of Directors. Vacancies in the Board of Directors may be filled by the remaining directors. Any director may be removed and a successor elected for the unexpired portion of his term by a majority of the owners present at a special meeting called for such purpose.

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9.06 Quorum. Three (3) members of the Board of Directors shall be required for a quorum. The Board of Directors shall act by majority vote of those present at its meetings where a quorum exists. Meetings may be called, held and conducted in accordance with such rules and regulations as the Board of Directors may adopt.

9.07 Officers. The Board of Directors shall elect a President of the Association from among its members, who shall hold office for one (1) year or until his successor is elected and shall preside over both its meetings and those of the Association. The Board of Directors shall also elect a Vice President, a Secretary and a Treasurer who shall hold office for one (1) year or until their successors are elected.

9.08 Indemnification. Every director and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification provided herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.09 No Personal Liability. So long as a Director, or an Association committee member, or an Association officer, or Developer exercising the powers of the Board of Directors, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board of Directors.

9.10 Amendment of Bylaws. The Bylaws may be amended, in whole or in part, by the Board of Directors or by vote of unit owners having sixty percent (60%) of the voting power at any annual meeting or special meeting called for that purpose. The Board of Directors shall not amend or repeal any Bylaws adopted by the owners; provided that the owners shall not

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amend the Bylaws without the Developer's written consent until the Developer has closed the sale of at least seventy-five percent (75.0%) of the units.

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## SECTION 10

### AUTHORITY AND DUTIES OF BOARD OF DIRECTORS

10.01 Authority of the Board of Directors. The Board of Directors, for the benefit of the condominium and the owners, shall enforce the provisions of this Declaration and of the Bylaws, shall have all powers and authority permitted to the Board of Directors under the Act and this Declaration, and shall acquire and pay for out of the common expense fund, hereinafter provided for, all goods and services requisite for the proper functioning of the condominium, including but not limited to the following:

10.01.1 Utilities. All necessary utility services for the common area and all such services for the limited common areas and the units if not separately metered or charged, in which case, the Board of Directors may by reasonable formula allocate a portion of such expense to each such unit involved as part of its common expenses.

10.01.2 Insurance. Policies of insurance or bonds providing coverage for fire and other hazards, liability for personal injury and property damage, and for fidelity of Association officers and other employees, as the same are more fully required hereafter and in the Bylaws.

10.01.3 Additions to Common Area. Additions or improvements to the common area or facilities not provided by the Developer.

10.01.4 Workmen's Compensation Insurance. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

10.01.5 Manager. The services of a person or firm to manage the building (herein called the "Manager") to the extent it deems advisable as well as such other personnel as are necessary in its opinion for the proper operation of the condominium. The Board of Directors may delegate any of its duties, powers or functions to the Manager, provided that any such delegation shall be under a written contract permitting termination by the Association, for cause, upon 30 days' written notice and also permitting termination by either party without cause or payment of a termination fee, on 90 days' written notice, and containing such other terms and conditions as the Board of Directors may determine. A contract for management may not be for a term in excess of one (1) year, renewable by agreement of the parties for successive one-year periods. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

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10.01.6 Professional Services. The legal and accounting services necessary or proper for the operation of the project or enforcement of this Declaration, the Bylaws and the Association rules and regulations.

10.01.7 Maintenance. The painting, maintenance, repair and all landscaping and gardening work for the common areas and limited common areas, exclusive of the balconies and decks adjacent to the units. Such balconies and decks may be maintained, painted or repaired with the use of Association funds if the Board of Directors, in its discretion, determines that such use of funds is advisable.

10.01.8 Furnishings. Such furnishings and equipment (and maintenance of such items) for the common areas, as it shall select.

10.01.9 Other Necessary Expenditures. Any other materials, supplies, structural alterations, furniture, labor, services, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration, the Bylaws, or under law, or which, in its opinion, is necessary or proper for the operation of the Condominium, or for the enforcement of this Declaration or the Bylaws; provided that if any such services are provided for particular units, the cost thereof shall be specially assessed to the owners of such units and shall be immediately due and payable to the Association.

10.01.10 Liens. The Board of Directors may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may or is claimed, in the opinion of the Board of Directors, to constitute a lien against the property or against the common area, 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 expense incurred by the Board of Directors by reason of such lien or liens shall be assessed against the owners and the units responsible to the extent of their responsibility and shall be immediately due and payable to the Association.

10.01.11 Repair of Unit. The maintenance and repair of any unit, if (1) such maintenance or repair is necessary, in the discretion of the Board of Directors, to protect or preserve the appearance and value of the common area or any other portion of the property, and (2) the owner of said unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered to the owner by the Board of Directors. The Board of Directors shall levy a special assessment against such unit and the owner

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thereof for the cost of the maintenance or repair and the same shall be immediately due and payable to the Association.

10.02 Limitations on Board of Directors' Authority. Despite the foregoing, the Board of Directors shall not have the authority to acquire and pay for out of the common expense fund capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the common area) having a total cost in excess of Five Thousand Dollars (\$5,000.00) without first obtaining the affirmative vote of the owners holding a majority of the voting power represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of the owners having not less than fifty-one (51.0) votes; provided that any expenditure or contract for capital additions or improvements in excess of Fifty Thousand Dollars (\$50,000.00) must be approved by the owners having not less than seventy-five (75) votes.

10.03 No For-Profit Business. Nothing contained herein shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of the owners.

10.04 Exclusive Right to Contract. The Board of Directors shall have the exclusive right to contract for all goods and services, the payment for which is to be made from the common expense fund.

10.05 No Structural Changes Without Authorization. The Board of Directors shall not make any structural changes in the building without the approval by a vote of the owners holding no less than seventy-five (75) votes. No structural change which affects a condominium unit shall be made except with the approval of the owner and mortgagee of the unit affected.

10.06 Acquisition of Property. The Board of Directors may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the owners in the same proportion as their respective interests in the common area, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board of Directors may direct. The Board of Directors shall not, however, in any case acquire by lease or purchase real or personal property valued in excess of Five Thousand Dollars (\$5,000.00) without first obtaining the affirmative vote of the owners holding a majority of the

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voting power represented at a meeting called for such purpose, or if no such meeting is held then the written consent of the owners having not less than fifty-one (51.0) votes, or valued in excess of Fifty Thousand Dollars (\$50,000.00) without first obtaining the affirmative vote of the owners having not less than seventy-five (75) votes.

10.07 Authorization to Board of Directors. In the event the moneys in the common expense fund are insufficient to pay the expenditures provided for herein, the Board of Directors is authorized to borrow money to meet such expenditures on behalf of the Association and, to secure the repayment thereof encumber (subject to the limitations set forth in this Declaration) the common area and facilities, the Association's funds and the undivided interest of each owner therein. Notwithstanding the foregoing, however, any owner of a unit may remove said unit and the percentage of undivided interest in the common area appurtenant to such unit from the lien of such encumbrance or from any other lien arising pursuant to the provisions of RCW 64.32.070 by payment of the fractional or proportional amounts attributable to such unit. Such individual payments shall be computed by reference to the percentages appearing in this Declaration. Subsequent to any such payment, discharge, or satisfaction, the percentage of undivided interest in the common area and facilities 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 percentage of undivided interest in the common area and facilities appurtenant thereto not so paid, satisfied, or discharged.

10.08 Limitation on Liability of Directors. To the extent permitted by law, the members of the Board of Directors and the Association shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board of Directors hereunder, or for injury or damage to person or property caused by the elements or by another owner or person; or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other cause or place, or resulting from loss, damage or theft of articles used or stored by owners on the property or in units. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area, or from any action taken to comply with any law, ordinance or orders of a governmental authority. This Section shall not be interpreted to impose any form of liability by any implication upon the Board of Directors or upon the Association. This Section also extends to the Developer exercising the powers of the Board of

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Directors during the initial period of operation of the Association and condominium.

10.09 Entry For Repair. The Board of Directors may enter any unit when necessary in connection with any maintenance or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the owner as practicable, and any damage caused thereby shall be repaired by the Board of Directors at the expense of the common expense fund. The Board of Directors shall be provided with door keys and burglar alarm keys for each unit to facilitate access in an emergency.

10.10 Notice of Conveyances Required. The right of an owner to sell, transfer, or otherwise convey his unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board of Directors, or anyone acting on their behalf. An owner intending to sell a unit shall deliver a written notice to the Board of Directors, at least two weeks before closing, specifying the unit being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Board of Directors 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.

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## SECTION 11

### COMMON EXPENSE FUND AND ASSESSMENTS

11.01 Estimated Expenses. Effective upon the date of recording of this Declaration, the Board of Directors shall have power to levy assessments against all units for the purpose of creating and replenishing a common expense fund with which to pay "common expenses" as that term is defined in the Act and any other expenditures which the Board of Directors is herein authorized to make. All such assessments for "common expenses" shall be levied in proportion to the value of the respective units as shown in Exhibit "C". Within thirty (30) days prior to the beginning of each calendar year, or such other fiscal year as the Board of Directors may adopt, the Board of Directors shall estimate the charges (including common expenses, and any special charges for particular units) to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for repair, replacement and acquisition of common area and facilities; 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 of Directors shall also create a reserve fund for replacement of those common area facilities which may reasonably be expected to require replacement prior to the end of the useful life of the building. The Board of Directors shall calculate the contributions to said reserve fund from the regular monthly assessments so that there are sufficient funds therein to replace each common area facility covered by the fund at the end of the estimated useful life of each such common area facility. The Developer or the Temporary Board of Directors 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 of Directors may at any time levy a further assessment, which shall be assessed to the owners in like proportions. The budget may be reviewed and revised by the Association at any annual meeting, or any special meeting called for such purpose, but if it is not so reviewed or if no change is made, it shall be deemed approved.

11.02 Payment by Owners. Each owner shall be obligated to pay his share of the common expenses and special charges made pursuant to this Section 11 to the Treasurer for the Association in equal monthly installments on or before the

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first day of each month during such year, or in such other reasonable manner as the Board of Directors shall designate. Any unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum (or at the highest rate otherwise provided by law) from due date until paid. Unpaid assessments shall constitute a lien upon the unit which has not paid its respective share thereof from the due date until paid. The Association shall collect from each Owner, at the closing of each initial sale of a unit by Developer, an amount of money approximately equal to three-twelfths (3/12) of the estimated common expenses budgeted for the current year's operations. This money shall be the purchaser/owner's contribution to the Association's initial working capital and reserves.

11.03 Separate Accounts. The Board of Directors shall require the Association to maintain separate accounts for current operations, reserves, and a special separate reserve account for payment of insurance. Each month the Board of Directors shall first deposit to the insurance reserve account that portion of the common expense assessment necessary to pay at least one-twelfth of the total cost of all of the insurance policies regarding the condominium project and such insurance reserve account shall be held separate and inviolate until utilized for payment of insurance premiums. Thereafter, the remainder of the common expense assessment collected may be utilized for payment of other expenses or deposited or credited to other accounts.

11.04 Failure to Assess Not Waiver. Any failure by the Board of Directors or the Association before the expiration of any year to fix the estimated cash requirements and assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provision of this Declaration, or a release of the owner from the obligation to pay the assessments, or any installment thereof, for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

11.05 Recordkeeping. The Board of Directors shall cause to be kept detailed, accurate records, in the form established by the Association's accountant, of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses of the common area and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any owner during normal business hours.

11.06 Developer Liability. The assessments provided for in this Declaration shall be imposed on units owned by the Developer on the same basis as imposed on all other units, regardless of whether Developer-owned units are vacant or have been sold, leased or rented.

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## SECTION 12

### COLLECTION OF ASSESSMENTS

12.01 Lien Indebtedness. Unpaid assessments shall be the separate, joint and several personal debts of the owner or contract purchaser of units for which the same are assessed. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. The amount of any assessment against a unit, plus interest as set forth herein and costs (including attorney's fees), shall constitute a lien upon such unit prior to all other liens, except (1) tax liens on the unit in favor of any assessing entity or special district, and (2) all sums unpaid on all mortgages of record, made in good faith and for value.

12.02 Collection of Delinquent Assessments. The Board of Directors shall enforce collection of any delinquent assessment in the following manner, or in any other manner permitted by law:

12.02.1 Termination of Utilities. If any installment of an assessment becomes delinquent for sixty (60) days, the Board of Directors may give notice to the owner of the unit that, unless the assessment is paid in full within ten (10) days, some or all utilities to the unit will be severed, until all assessments are paid or until possession of the unit is surrendered to the Board of Directors. After such ten (10) day notice, the Board of Directors may sever some or all utilities to such unit until possession is so surrendered. The surrender of possession shall not relieve the owner of such unit of liability for any assessments, but the Board of Directors may, at its option, rent such unit and apply the rents after paying all expenses of renting the unit against the delinquent assessments. The Board of Directors may, at the same time it is proceeding under this Section, pursue any other remedy available to it for the collection of such assessments.

12.02.2 Security Deposit. Should an owner be chronically delinquent in paying any assessments, the Board of Directors may, in its discretion, require such owner from time to time to make a security deposit not in excess of three (3) months' estimated monthly assessments, which may be collected in the same manner as other assessments. Such deposit shall be held in a separate fund, credited to such owner, and resort may be made thereto at any time when an owner is ten (10) days or more delinquent in paying his monthly or other assessments.

12.02.3 Collection of Rent From Undertenants. If an owner shall at any time lease or rent his unit and shall

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default for a period of thirty (30) days or more in the payment of any assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any lessee or renter (hereinafter in this Section referred to as "lessee") occupying the unit the rent due and becoming due from such lessee up to an amount sufficient to pay all sums due from the owner, including interest, if any, and any such payment of such rent to the Board of Directors by the lessee shall discharge the obligation of such lease, as between such lessee and the owner, to the extent of the amount so paid; but any such demand or acceptance of rent from any lessee shall not be deemed to be a release or discharge of any of the obligations of the owner hereunder or a waiver or surrender of any rights or duties hereunder. In the event that the Board of Directors makes demand upon the lessee as aforesaid, the lessee shall not have the right to question the right of the Board of Directors to make such demand, but shall be obligated to make such payments to the Board of Directors as demanded by the Board of Directors with the effect as aforesaid; provided, however, that the Board of Directors may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure.

12.02.4 Action to Foreclose. The Board of Directors may commence an action to foreclose a lien for assessments and in any such action shall be entitled to recover reasonable attorneys' fees and all costs and expenses reasonably incurred in the preparation or the prosecution of said action, in addition to taxable costs permitted by law. Upon commencing action to foreclose such lien, the Board of Directors may apply for the appointment of a receiver for the unit and such receiver shall require the payment of a reasonable rental for such unit from the owner of that unit, which rental shall be in no event less than an amount equal to the regular monthly assessments and any special and additional assessments plus taxes and other charges accruing against such unit hereunder or otherwise. If the owner or possessor shall fail to pay such rental, the receiver shall be entitled to remove the owner or tenant therefrom and may refurbish the unit to bring it up to a standard for rental units in buildings of similar type, and may rent or permit its rental to others. The sums received by the receiver from such rental shall be applied as follows:

1st - to pay the expenses of the receivership, including reasonable attorneys' fees;

2nd - to reimburse the costs of refurbishing the unit, if any;

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3rd - to pay unpaid taxes and other public charges against the unit;

4th - to pay all delinquent mortgage payments on the unit; and

5th - to pay to the Association all delinquent assessments accrued or accruing against the unit and any sums the Association may have advanced to protect the lien of its assessments.

The judgment in the action foreclosing the lien shall be for an amount equal to all delinquent assessments and advances, plus all costs and expenses in connection with such action and any receivership, including a reasonable sum as attorneys' fees and for the cost, if any, of obtaining a title report.

12.03 Liability of Mortgagee. In the event the Mortgagee of the Condominium is conveyed any unsold units in lieu of foreclosure, obtains possessory rights, legal title or sheriff's certificates or certificate of sale to or covering said unsold units as a result of the foreclosure of the mortgage or deed of trust covering the condominium or if after initial sale the mortgagee reacquires any unit, or if at any time the mortgagee retains any unit and grants or leases the same, the mortgagee shall be liable for the normal assessments for such unit, provided that in no event will the mortgagee be liable for any past-due assessments which accrued or became due prior to the time the mortgagee obtained possession of a unit by foreclosure or by deed in lieu of foreclosure.

12.04 Certificate of Assessment. A certificate executed and acknowledged by the Board of Directors stating the indebtedness or lack thereof secured by the lien upon any unit created hereunder shall be conclusive upon the Board of Directors and the owners as to the amount of such indebtedness, on the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any owner or any encumbrancer of a unit within a reasonable time after receipt of a request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on a unit may pay any unpaid assessments or charges with respect to such unit, and, upon such payment, any encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

12.05 Late Charges. The Board of Directors may from time to time establish late charges to be charged on assessments that may thereafter become delinquent.

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## SECTION 13

### REGULATION OF USES

13.01 Residential Use. The building and units shall be used for single family residential purposes only, on an ownership, rental or lease basis; and for the common social, recreational and other reasonable uses normally incident to such purposes. The building and units may also be used for the purpose of operating and managing the condominium. Determination of reasonableness and whether or not a use is incident to residential uses shall be made by the Board of Directors and shall be binding on all owners. The Board of Directors may by rule or regulation specify the limits of this use in general and also in particular cases.

13.02 Facilities Required By Developer. Notwithstanding any other provisions of this Declaration, the Developer, its agents, employees and contractors, may maintain during the period of completion of the condominium and until the Developer has sold all units, upon such portion of the property as the Developer may choose, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the completion, sale, rental or management of units, including but not limited to construction facilities, model units, a business or sales office, signs and storage facilities, or any combination thereof.

13.03 Parking. Parking spaces are restricted to use for parking of operative automobiles. Other items and equipment may be parked or kept therein only subject to the rules and regulations of the Association. The Board of Directors may require removal of any inoperative or unsightly vehicle, and any other equipment or item not stored in parking spaces in accordance with this provision. If the same is not removed, the Board of Directors may cause removal at the risk and expense of the owner thereof. The use of all parking areas is also subject to rules and regulations adopted for the Association.

13.04 Driveways, Walkways, Etc. Driveways, walkways, halls, corridors, stairways and other portions of the common areas and facilities used for access shall be used exclusively for normal ingress and egress, and no obstructions shall be placed therein unless permitted by the Board of Directors or the Association's rules and regulations.

13.05 Maintenance and Modification of Units and Limited Common Area.

13.05.1 Maintenance of Unit. Each unit owner shall, at his sole expense, keep the interior of his unit, all

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parts of its related limited common or exclusive use areas, and the equipment, appliances, and appurtenances relating thereto, in good order, condition, repair and appearance. Each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, fireplace flues, electrical fixtures or appliances which may be in, or are part of, his unit.

**13.05.2 Right to Modify Unit.** Without limiting the generality of the foregoing, each unit owner may, at his sole cost and expense, maintain, repair, paint, or finish, refinish or change surfacing of the interior surfaces of the ceilings, floors, window frames, doors, trim, and the perimeter walls of his unit; provided that hard surface flooring not originally installed may not be installed without the prior written approval of the Board of Directors. Each unit owner may alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. This section shall not be construed to permit interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the common area and facilities, or of the other units, or to authorize, without Board of Directors' approval and compliance with the requirements of this Declaration, intrusion into the common or limited common area, or any waste.

**13.05.3 Appearance of Limited Common Area.** Notwithstanding the provisions of Section 13.05.1, unit owners may not modify, paint or otherwise decorate, or in any way alter their respective limited common area without prior approval of the Board of Directors and in all events must act pursuant to the Association's rules and regulations. The Board of Directors may in whole or in part assume the maintenance for limited common area.

**13.06 Exterior Appearance.** In order to preserve the uniform appearance of the building, and the common and limited common area, particularly those visible to the public, the Board of Directors may require and provide for the painting and finishing of the building, balconies, decks or other common or limited common area and facilities, and prescribe the type and color of the surfaces and finishes. It may prohibit, require or regulate any modification or decoration of the building, balconies, decks or other common or limited common area, including any such items as screens, doors, awnings, rails or other portions of each unit and the building visible from the exterior. The Board of Directors may regulate and control the items stored in or used on the limited common area in order to preserve the good appearance and condition of the entire condominium. In addition, this regulatory power extends to the control of the color of draperies and underdrapes or drapery linings of each unit.

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13.07 Uses Affecting Insurance. The unit owners shall not permit anything to be done or kept in the units or in the common or limited common area which will increase the insurance premiums for the condominium or result in the cancellation of insurance on any part of the condominium without the consent of the Board of Directors.

13.08 Signs. No signs of any kind shall be displayed to the public view on or from any unit or from the common or limited common area without the consent of the Board of Directors or pursuant to the Association's rules and regulations.

13.09 Animals. The facilities and surroundings of the condominium are not designed for and are not reasonably appropriate for the maintenance of large pets or animals, and therefore, all such are prohibited; provided, however that the Board of Directors may adopt rules and regulations permitting cats, small dogs and similar household pets. The Board of Directors may at any time require the removal of any animal that it, in its sole discretion, finds unreasonably disturbing to other owners and may exercise this authority for specific animals even though other animals are permitted to remain.

13.10 Offensive Activity. No noxious or offensive activity shall be carried on in any unit or common or limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners, or which would be in violation of any laws.

13.11 Construction Work - Common and Limited Common Area. The common and limited common area shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors acting in accordance with the Act, this Declaration, and the Bylaws.

13.12 Rentals. With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than his entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.

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## SECTION 14

### INSURANCE

14.01 Insurance Coverage. The Board of Directors shall obtain and maintain at all times as a common expense an insurance policy or policies and bonds as follows:

14.01.1 Fire Insurance with extended coverage (including vandalism, malicious mischief, sprinkler leakage, debris removal, cost of demolition, windstorm and water damage) endorsement, in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the common and limited common area and the units, with the Board of Directors named as the insured as trustee for the benefit of the owners and mortgagees as their interest may appear, or such other fire and casualty insurance as the Board of Directors shall determine to give substantially equal or greater protection insuring the owners and their mortgagees, as their interests may appear. Said policy or policies shall provide for separate protection for each unit to the full insurable replacement value thereof (limited as above provided), and a separate loss payable endorsement, in favor of the mortgagee or mortgagees of each unit, if any, and further, a separate loss payable clause in favor of the Mortgagee of the Condominium, if any. All insurance shall be obtained from an insurance carrier rated Triple A (and rated as in Class XI or better financial condition) by Best's Insurance Reports or equivalent rating service, and licensed to do business in the state of Washington.

14.01.2 General Comprehensive Liability Insurance insuring the Board of Directors of the Association, the owners, Developer and Manager against any liability to the public or to the owners of units and their invitees, or tenants, incident to the ownership or use of the common and limited common area (including but not limited to owned and nonowned automobile liability, water damage, host liquor liability, liability for property of others and, if applicable, elevator collision, and garagekeeper's liability). The amount of such insurance shall be determined by the Board of Directors after consultation with insurance consultants, but not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence (such policy limits to be reviewed at least annually by the Board of Directors and increased in its discretion).

14.01.3 Fidelity bonds naming the members of the Board of Directors, the Manager and its employees and such other persons as may be designated by the Board of Directors as principals and the Association as obligee, in an amount equal to at least 150 percent of the total estimated cash (includ-

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ing reserves) to be collected as assessments each year. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

14.01.4 Insurance against loss of personal property of the Association by fire, theft and other losses, with deductible provisions as the Board of Directors deems advisable.

14.01.5 If the condominium contains a steam boiler, a broad form policy of repair and replacement boiler and machinery insurance of at least \$50,000 per accident, per location.

14.01.6 Such other insurance as the Board of Directors 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 and Government National Mortgage Association, so long as either is a mortgagee or owner of a unit within the condominium, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

14.02 Owner's Additional Insurance. Each owner shall obtain additional insurance respecting his unit as contemplated under RCW 64.32.220 and 64.32.010(1) at his own expense; no owner shall, however, be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount which the Board of Directors, or any trustee for the Board of Directors, on behalf of all of the owners, will realize under any insurance policy which the Board of Directors may have in force on the condominium at any particular time. Each owner is required to and agrees to notify the Board of Directors of all improvements by the owner to his unit the value of which is in excess of One Thousand Dollars (\$1,000). Each owner is hereby required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance, and the Board of Directors shall immediately review its effect with its insurance broker, agent or carrier.

14.03 Insurance Proceeds. Insurance proceeds for damage or destruction to any part of the property shall be paid to the Board of Directors on behalf of the Association which shall segregate such proceeds from other funds of the Association for use and payment as provided for in Section 15. The Association acting through its Board of Directors shall have the authority to settle and compromise any claim under

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insurance obtained by the Association, and the insurer may accept a release and discharge of liability made by the Board of Directors on behalf of the named insureds under the policy.

14.04 Additional Provisions. The Board of Directors shall exercise its reasonable best efforts to obtain insurance policies containing (or omitting, as indicated below) the following provisions:

14.04.1 Contribution. A provision that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counter-claim, apportionment, proration, or contribution by reason of, any other insurance obtained by or for any unit owner or any mortgagee;

14.04.2 Matters Association Cannot Control. No provision relieving the insurer from liability for loss because of any act or neglect of unit owners which is not within the control of the Association or because of any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

14.04.3 Subrogation. A waiver of subrogation by the insurer for any and all claims against the Association, the owner of any condominium unit and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

14.04.4 Restoration Limited. A provision prohibiting the insurer from electing to restore damage in lieu of making a cash settlement, without first obtaining the written approval of the Association, or, if the Association is a party to an insurance agreement, the written approval of the trustee;

14.04.5 Cancellation. A provision that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including the servicers on behalf of mortgage insuring companies or agencies, or corporations or agencies administering programs creating any form of market for mortgages.

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## SECTION 15

### DAMAGE OR DESTRUCTION; RECONSTRUCTION

15.01 Initial Board of Directors' Determinations. In the event of damage or destruction to any part of the property, the Board of Directors shall promptly, and in all events within twenty (20) days after the date of damage or destruction, make the following determinations with respect thereto employing such advice as the Board of Directors deems advisable:

15.01.1 Extent of Damages. The nature and extent of the damage or destruction, together with an inventory of the improvements and property directly affected thereby;

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

15.01.3 Insurance Proceeds. 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;

15.01.4 Cost in Excess of Insurance. The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefore and the amount of assessment to each unit if such excess is paid as a maintenance expense and specially assessed against all the units in proportion to their percentage of interest in the common area;

15.01.5 Recommendation. The Board of Directors' recommendation whether or not such damage or destruction should be repaired or restored.

15.02 Notice of Damage or Destruction. The Board of Directors shall promptly, and in all events within sixty (60) days after the date of damage or destruction, provide each owner and each mortgagee with a written notice summarizing the initial Board of Directors' determinations made under Section 15.01. If the Board of Directors fails to do so within said sixty (60) days, then any owner or mortgagee may make the determinations required under Section 15.01 and give the notice required under this Section 15.02.

### 15.03 Definitions:

15.03.1 Restoration. As used in this Section 15, the words "repair," "reconstruct," "rebuild" or "restore"

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shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each unit and the common and limited common area 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.

15.03.2 Emergency Work. As used in this Section 15, the term "emergency work" shall mean that work which the Board of Directors deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability from the condition of the site.

15.04 Restoration by Board of Directors.

15.04.1 Board of Directors Shall Restore. Unless prior to the commencement of repair and restoration work (other than emergency work referred to in Section 15.03.2) the owners shall have decided not to repair and reconstruct in accordance with the provisions of either Section 15.05.3 or 15.06.3, the Board of Directors shall promptly repair and restore the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds as a common expense which shall be specially assessed against all units in proportion to their percentages of interest in the common area.

15.04.2 Authority to Contract. The Board of Directors 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 of Directors, by means of insurance proceeds and sufficient assessments, has made provision for the cost thereof. The Board of Directors may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board of Directors that such work will be appropriately carried out.

15.04.3 Insurance Trustee. The Board of Directors 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 such 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 Section 15.

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15.05 Limited Damage; Assessment Under \$5,000. If the amount of the estimated assessment determined under Section 15.01.4 does not exceed Five Thousand Dollars (\$5,000) for any one unit then the provisions of this Section 15.05 shall apply:

15.05.1 Special Meeting of Association. The Board of Directors may, but shall not be required to, call a special owners' meeting to consider such repair and restoration work, which notice shall be given simultaneously with the notice required to be given by the Board of Directors under Section 15.02 above. If the Board of Directors shall fail to call such meeting, then the requisite number of owners, within fifteen (15) days of receipt of the notice given by the Board under Section 15.02 above, or the expiration of the sixty (60) day period for notice described in Section 15.02, whichever is less, may call a special owners' meeting to consider such repair and restoration work. Any meeting held pursuant to this Section 15.05.1 shall be called by written notice and shall be convened not less than ten (10) nor more than twenty (20) days after the date of the notice of meeting.

15.05.2 No Restoration Work Prior to Meeting. Except for emergency work, no repair and restoration work shall be commenced until after the expiration of the notice period set forth in Section 15.05.1 and until after the conclusion of said special meeting if such meeting is called within said notice period.

15.05.3 Unanimous Decision Required. A unanimous decision of all the unit owners will be required to avoid the provisions of Section 15.04.1 and to determine not to repair and restore the damage and destruction; provided, that the failure of the Board of Directors or the requisite number of owners to call for a special meeting at the time or in the manner set forth in Section 15.05 shall be deemed a unanimous decision to undertake such work.

15.06 Major Damage; Assessment Over \$5,000. If the amount of the estimated assessment determined under Section 15.01.4 exceeds Five Thousand Dollars (\$5,000) for any one unit, then the provisions of this Section 15.06 shall apply:

15.06.1 Special Meeting of Association. The Board of Directors shall promptly, and in all events within sixty (60) days after the date of damage or destruction, provide written notice of a special owners' meeting to consider repair and restoration of such damage or destruction, which notice shall be delivered with the notice required to be provided under Section 15.02 above. If the Board of Directors fails to do so within said sixty (60) day period, then notwithstanding the provisions of this Declaration or the Bylaws with respect to calling special meetings, any owner (the provisions of

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Section 8.06, notwithstanding) may within fifteen (15) days after the expiration of said sixty (60) day period, call a special meeting of the owners to consider repair and restoration of such damage or destruction by providing written notice of such meeting to all owners and mortgagees. Any meeting held pursuant to this Section 15.06 shall be called by written notice and shall be convened not less than ten (10) nor more than fifteen (15) days from the date of the notice of meeting.

**15.06.2 No Restoration Work Prior to Meeting.** Except for emergency work, no repair and restoration work shall be commenced until the conclusion of the special owners' meeting required under Section 15.06.1.

**15.06.3 Vote Required Not to Rebuild.** The affirmative vote of owners having at least seventy-five (75) votes will be required to avoid the provisions of Section 15.04 and to determine not to repair and restore the damage and destruction; provided, however, that the failure to obtain said affirmative vote of owners having at least seventy-five (75) votes shall be deemed a decision to rebuild and restore the damage and destruction; provided, further, that the failure of the Board of Directors, or owners to convene the special meeting required under Section 15.06.1 within ninety (90) days after the date of damage or destruction shall be deemed a unanimous decision not to undertake such repair and restoration work.

**15.07 Decision Not to Restore; Disposition.** In the event of a decision under either Sections 15.05.3 or 15.06.3 not to repair and restore the damage and destruction, the Board of Directors may nevertheless expend such of the insurance proceeds and common funds as the Board of Directors deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed building and clearing, filling and grading the real property), and the remaining funds, if any, and property shall thereafter be held and distributed as follows:

**15.07.1 Property Held in Common.** The property shall be owned in common by the unit owners and shall no longer be subject to this Declaration or to condominium ownership;

**15.07.2 Owner's Undivided Interest.** The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common area;

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15.07.3 Mortgages Transferred. Any mortgages or liens affecting any of the units shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the owner in the property as provided herein; and

15.07.4 Partition. The property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as one fund; such fund shall be divided into separate shares one for each owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property; then, after first paying out of the respective share of each owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the property owned by such unit owner, the balance remaining in each share shall then be distributed to each owner respectively.

15.08 Miscellaneous. The provisions of this Section 15 shall constitute the procedure by which a determination is made by the owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the property, each owner and party claiming by, through or under such owner, hereby consents and agrees to the provisions hereof. In the event that any provision of this Section 15 shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this Declaration. The purpose of this Section 15 shall be to provide a fair and equitable method of allocating the costs of repair and restoration and making a determination for repair and restoration if all or a portion of the improvements are damaged or destroyed. The provisions of this Section 15 shall be liberally construed to accomplish such purpose. Notwithstanding the foregoing, however, the owners may by unanimous vote, which vote shall be taken within ninety (90) days after the damage or destruction, determine to do otherwise than provided in this Section 15.

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SECTION 16

CONDEMNATION

16.01 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this Section 16 shall apply. If any unit or portion thereof or the common or limited common area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Board of Directors shall provide each owner and each mortgagee written notice of any such proceeding or proposed acquisition.

16.02 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Board of Directors on behalf of the Association.

16.03 Complete Taking. In the event that the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership thereof shall terminate. The Condemnation Award shall be apportioned among the owners in proportion to the respective undivided interests in the common area; provided, that if a standard different from the value of the property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board of Directors shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. After first paying out of the respective share of each owner, to the extent sufficient for the purpose, all mortgages and liens on the interest of such owner, the balance remaining in each share shall then be distributed to each owner respectively.

16.04 Partial Taking. In the event that less than the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner:

16.04.1 Allocation of Award. As soon as practicable the Board of Directors shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds.

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16.04.2 Apportionment Among Owners. The Board of Directors shall apportion the amounts so allocated to the taking of or injury to the common area which, in turn, shall be apportioned among owners in proportion to their respective undivided interests in the common area.

16.04.3 Severance Damages. The total amount allocated to severance damages shall be apportioned to those units which were not taken or condemned.

16.04.4 Damage to a Particular Unit. The respective amounts allocated to the taking of or injury to a particular unit and/or the improvements an owner has made within his own unit shall be apportioned to the particular unit involved.

16.04.5 Consequential Damages. The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable under the circumstances.

16.04.6 Agreed Allocation. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Board shall employ such allocation to the extent it is relevant and applicable.

16.04.7 Distribution of Proceeds. Distribution of apportioned proceeds shall be made to the respective owners and their respective mortgagees in the manner provided in Section 16.03.

16.05 Reductions of Condominium Upon Partial Taking. In the event that (a) a partial taking occurs which pursuant to Section 16.04 does not result in a termination of condominium ownership hereunder, and (b) at least one (1) unit is taken or condemned and (c) the condemning authority elects not to hold, use and own said unit as a condominium unit owner subject to and in accordance with the Declaration, then the provisions of this Section 16.05 shall take effect immediately upon the condemning authority taking possession of the unit or units so taken or condemned.

16.05.1 Reduction of Declaration. The units subject to this Declaration shall be reduced to those units not taken or condemned (or not sold or otherwise disposed of in lieu of or in avoidance thereof).

16.05.2 Reduction of Common Area. The common area subject to this Declaration shall be reduced to that common area not taken or condemned.

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16.05.3 Reduction of Limited Common Area. The limited common area, which were not taken or condemned, but which were appurtenant to units that were taken or condemned, shall be deemed part of the general common area remaining subject to this Declaration.

16.05.4 Recalculation of Percentages. The percentage of undivided interest in the common area appurtenant to each unit not so taken or condemned shall be recalculated on the basis that the value of each of said units shall remain the same as set forth in Exhibit "C" and the value of the entire property not so taken or condemned shall be the aggregate of said values of said units.

16.05.5 Interest of Owner of Condemned Unit. Except with respect to the share of proceeds apportioned pursuant to Section 16.04, no owner or mortgagee of a unit so taken or condemned shall have, nor shall there be appurtenant to any unit so taken or condemned, any right, title, interest, privilege, duty or obligation in, to or with respect to the Association and any unit, common area or limited common area which remains subject to this Declaration and which is not so taken or condemned.

16.05.6 Interest of Owners of Remaining Units. Except as otherwise expressly provided in Section 16.05, the rights, title, interests, privileges, duties and obligations of an owner and mortgagee in, to or with respect to a unit not so taken or condemned (and in, to or with respect to the Association and the common areas and limited common area appurtenant to said unit) shall continue in full force and effect as provided in this Declaration.

16.05.7 This Section Binding. The provisions of Section 16.05 shall be binding upon and inure to the benefit of all owners and mortgagees of (and other persons having or claiming to have any interest in) all units which are, as well as all units which are not, so taken or condemned. All such owners, mortgagees and other persons covenant to execute and deliver any documents, agreements or instruments (including, but not limited to, appropriate amendments to the Declaration, Survey Map and Plans) as are reasonably necessary to effectuate the provisions of Section 16.05.

16.06 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 15 above, provided that the Board of Directors may retain and apply such portion of each owner's share of the Condemnation Award as is necessary to discharge said owner's liability for any special assessment arising from the operation of said Section 15.

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## SECTION 17

### MORTGAGEE PROTECTION

17.01 Priority of Mortgages. Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Declaration upon any unit for assessments shall be subject to tax liens on the unit in favor of any assessing unit and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by mortgages which were made in good faith and for value upon the unit. Where such mortgagee of the unit, or other purchaser of a unit, obtains possession of a unit obtains possession of a unit as a result of the foreclosure of the mortgage thereof, such possessor and his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such unit which become due prior to such possession, but will be liable for the common expenses and assessments accruing after such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such possessor, his successor and assigns.

17.02 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not, without consent of one hundred percent (100%) of all first mortgagees of record of the units, seek by act or omission to abandon the condominium status of the project, or to abandon, encumber, sell or transfer any of the common area.

17.03 Partition and Subdivision. The Association shall not combine nor subdivide any unit or the appurtenant limited common area, nor abandon, partition, subdivide, encumber or sell any common area, or accept any such proposal, without the prior approval of one hundred percent (100%) of all first mortgagees of record of the units, and without unanimous approval of the first mortgagees of the units to be combined or subdivided.

17.04 Material Amendments to Declaration and Bylaws. The Association shall not make any material amendment to the Declaration or Bylaws (including changes in the percentages of interest in the common area) without the prior approval of one hundred percent (100%) of all first mortgagees of record of the units, and without unanimous approval of the first mortgagees of the units for which the percentage(s) would be changed, provided that each such mortgagee informs the Association in writing of its appropriate address.

17.05 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees

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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 Declaration or the Bylaws shall control over such other inconsistent provisions.

17.06 Written Notice. Where a first mortgagee of a unit has filed a written request with the Board of Directors, the Board of Directors shall:

17.06.1 Furnish Copies. Furnish 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;

17.06.2 Notice of Cancellation. Require any insurance carrier to give the Board of Directors and any and all insureds (including such mortgagees) at least thirty (30) days' written notice before cancelling, 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);

17.06.3 Approval of Settlement. Not make any settlement of any insurance claim for loss or damage to any such unit, common area or limited common area 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 Section 15;

17.06.4 Notice of Taking. Give such mortgagee written notice of any loss or taking affecting common area, if such loss or taking exceeds \$10,000;

17.06.5 Notice of Damage. Give such mortgagee written notice of any loss, damage or taking affecting any unit or limited common area in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000);

17.06.6 Notice of Owner's Default. Give such mortgagee written notice that an owner/mortgagor of a unit has for more than thirty (30) days failed to meet any obligation under the condominium documents;

17.06.7 Notice of Meetings. Give such mortgagee written notice of all meetings of the Association and permit such mortgagee to designate a representative to attend all such meetings.

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17.07 Insurance Policy Terms. The insurance policy required under Section 14 shall contain a standard mortgagee clause which shall, if reasonably obtainable:

17.07.1 Reference to All Holders of Mortgages. Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit or unit lease or sublease of the project, in their respective order and preference, whether or not named therein;

17.07.2 Mortgagee's Interest not to be Invalidated. Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board of Directors or unit owners or any persons under any of them;

17.07.3 Waiver of Certain Provisions. 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.

17.08 Inspection of Books; Audited Financial Statements. First mortgagees shall be entitled to inspect at all reasonable hours of week days all of the books and records of the Association, and, upon request, to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

17.09 Obtaining Developer's Powers. In the event the Mortgagee of the Condominium becomes bound by this Declaration by granting one or more partial releases or otherwise, and forecloses its mortgage or acquires a deed in lieu of foreclosure, and obtains possessory rights, legal title, or certificates of sale to the unsold unit or units and appurtenant common area covered by the respective deed of trust or mortgage liens, then the Mortgagee of the Condominium may succeed to and assume, to the exclusion of the Developer, the powers of the Developer as set forth in this Declaration.

17.10 Extension of Developer's Powers. In the event that the Developer's obligation to the Mortgagee of the Condominium has not been paid in full at the time the Developer's management power has expired under Section 9.03 then said powers conferred upon the Developer by said Section and to which the Mortgagee of the Condominium may succeed, shall be extended for an additional two (2) years. The Mortgagee of the Condominium shall be entitled to appoint a receiver during the pendency of any foreclosure, and said receiver shall immediately, upon appointment, succeed to and assume the rights and powers of the Developer as set forth in this Declaration, and the receiver shall be entitled to sell unsold

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condominium units during the pendency of said foreclosure, and said sales shall be subject to confirmation by court order.

17.11 Right of Board of Directors to Cure Defaults. Nothing herein contained shall limit or restrict the right of the Board of Directors on behalf of all the owners to cure defaults under mortgages to which the liens created hereunder are subordinated under this Section. The Board of Directors is expressly authorized to cure any and all such defaults by payments to the mortgagee or mortgagees of any defaulting owner from the maintenance fund. Any such payments shall be specially assessed against the unit of the defaulting owner and said special assessment shall be secured by the lien created under Section 12 hereof; provided, however, that the Board of Directors shall not be able to assign their lien rights under Section 12 or otherwise transfer the unit or any interest therein except when such transfer occurs pursuant to a lien foreclosure proceeding.

17.12 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 first mortgagee which has requested to be notified. The Association shall not elect to terminate professional management and assume self-management without the prior consent of one hundred percent (100%) of all first mortgagees who have requested to be advised of such election; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

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## SECTION 18

### COMPLIANCE

18.01 Enforcement. Each owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the administrative rules and regulations made pursuant thereto as they may be lawfully amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the owners, or in a proper case, by any aggrieved owner. Failure to comply shall also entitle the Board of Directors to collect all attorneys' fees incurred by it by reason of such failure, irrespective of whether any suit or other judicial proceeding is commenced; and if suit is brought because of such failure, all costs of suit may be recovered in addition to attorneys' fees.

18.02 No Waiver of Strict Performance. The failure of the Board of Directors in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or 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 Directors of any sum 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 Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors. This section also extends to the Developer's managing agent, exercising the powers of the Board of Directors during the initial period of operation of the Association and the condominium development.

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## SECTION 19

### EASEMENTS

19.01 In 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 area 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 area is specifically subject to easements as required for the intercom 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 in each unit, if any, for fireplaces and associated flues or chimneys, 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 area is subject for 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 facilities reserved by law. All such easements shall be located as such features are located in the buildings as built, or as they may become located due to settling or repair or reconstruction.

19.02 Association Functions. There is hereby reserved to Developer and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration, the Bylaws, or the Association's rules and regulations.

19.03 Encroachments. Each unit and all common and limited common area is hereby declared to have an easement over all adjoining units and common and limited common area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting 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, settling or shifting; 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

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to the willful act or acts with full knowledge of said owner or owners. In the event a unit area or common or limited common area is partially or totally destroyed, and then repaired or rebuilt, the owners agree that minor encroachments over adjoining units and common and limited common area 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.

19.04 Easement for Construction. There is retained by the Developer, for exercise by it and its successors and assigns, or for exercise by the Board of Directors if work is not completed by Developer or his successors and assigns, an easement for the purpose of completing construction or repair of the condominium and all its units. This easement affects all parties of the property as required.

19.05 Right of Entry for Maintenance, Repairs, Emergencies or Improvements. The Association shall have the right to have access to each unit from time to time as may reasonably be necessary for maintenance, repair or replacement or improvement of any of the common area and facilities accessible therefrom, or for making repairs necessary to prevent damage to the common area and facilities or to the other units, or for any emergency situations.

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## SECTION 20

### PROCEDURES FOR SUBDIVIDING OR COMBINING

20.01 Procedure. Subdivision or combining of any unit or units, common area and facilities or limited common area and facilities are authorized only as follows:

20.01.1 Proposal for Subdividing or Combining. Any owner of any unit may propose any subdividing or combining of a unit or units, appurtenant common area or limited common area in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to the Declaration, Survey Map and Plans covering such subdividing or combining, to the Board of Directors, which shall then notify all other owners of the requested subdivision, combination or partition.

20.01.2 Necessary Vote. Upon written approval of such proposal by owners having at least seventy-five percent (75%) of the voting power of the Association exclusive of voting power held by the Developer, and the unanimous approval of the proposal by the owners of the units to be subdivided or combined, together with such mortgagee approval as is required in Section 17, the owner making the proposal may proceed according to such plans and specifications; provided that the Board of Directors may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board of Directors administer the work or that provisions for the protection of other units or common area or reasonable deadlines for completion of the work be inserted in the contracts for the work.

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## SECTION 21

### AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.01 Declaration Amendment. Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board of Directors prior to its adoption by the owners. Amendments may be adopted at a meeting of the owners if owners holding at least seventy-five (75) votes vote in favor of such amendment, or without any meeting if all owners have been duly notified and owners holding at least seventy-five (75) votes consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the president of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the appropriate governmental offices. Any decision changing the values and percentage of interest expressed herein, except as provided herein, shall require the unanimous consent of all the unit owners and their mortgagees. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration or Survey Map and Plans unless otherwise specifically provided in the section being amended or the amendment itself.

21.02 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 the 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 be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

21.03 Amendments by Developer. The Developer may at any time, until all units have been sold by Developer, record an amendment to the Declaration showing, correcting or revising the assignment of parking spaces or storage lockers to units and, during the period of Developer's management authority provided under Section 9.02, changing the person who is to receive service of process, and such amendment need be acknowledged only by the Developer and need not otherwise comply with the requirements of this Section 21.

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21.04 Amendments to Conform to Construction. In addition, Developer, upon Developer's sole signature, may at any time until all units have been sold by Developer, file an amendment to the Declaration and to the Survey Map and Plans to conform them to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access road easements, or storage facilities, and any such amendment need not otherwise comply with the requirements of this Section 21.

21.05 Discontinuance of Condominium. Any decision or failure to act by the owners under this Declaration or any applicable provision of law which intends or requires discontinuance of this condominium or removal of the property from the provisions of the Act, shall, if such decision or failure to act is sufficient under the Act, also terminate and discontinue the effect of any and all of the covenants, conditions, and restrictions set forth herein, and all provisions of the Survey Map and Plans, unless other specific provision is made by recorded amendments to the Declaration, and, if required, to the Survey Map and Plans.

21.06 Amendments to Reflect Inclusion of Phase II. Anything in this section to the contrary notwithstanding, the Developer shall have the right to record amendments to this Declaration and to the Survey Map and Plans filed simultaneously herewith to reflect the inclusion of Phase II in the condominium, and to reflect a survey of the property and as built plans of the buildings within Phases I and II, as required by the Act. Such amendments need be executed, acknowledged and recorded only by the Developer and need not otherwise comply with the requirements of this section.

21.07 Special Power of Attorney. Each owner by taking possession hereunder grants to Developer a special power of attorney to cast such owner's vote in favor of such amendments to this Declaration and Survey Map and Plans as are necessary to effectuate the inclusion of Phase II in this condominium pursuant to Section 21.06 above.

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SECTION 22

MISCELLANEOUS

22.01 Notice. Except as may be specifically provided herein, all notices, requests, demands, statements, advices, assessments, notifications and other communications contemplated hereunder or given pursuant hereto shall be in writing and shall be deemed given and effective when delivered personally, or twenty-four (24) hours after a copy has been deposited in the mails, first class postage prepaid, addressed as follows:

To Association:

To the address of the condominium.

To Owners or Their Designated Representatives:

To the address in the State of Washington specified by such owner in writing to the Board of Directors in accordance with the Bylaws, or, if no such address has been so specified, to the address of the unit owned by such owner.

To Other Persons Entitled to Notice:

To the address provided to the Association by each such person pursuant to a written request for such notice.

To the Directors, Manager, Chairman,  
Secretary and Treasurer:

To such person or entity at the address of the condominium.

22.02 Notice to Mortgagee. Upon written request to the Board of Directors for notices and for a period of three (3) years thereafter (or for such longer period as the Board of Directors shall set), the holder of any recorded mortgage against any unit or any contract vendor of any unit will be entitled to each notice permitted or required herein to be given to the owner whose unit is subject to the mortgage or real estate contract. No notice to such owner shall be deemed validly given until and unless each mortgagee or contract vendor of such owner entitled to notice is also given such notice. A request for notices may be renewed periodically until said mortgage or real estate contract is discharged of record.



22.03 Service of Process. Until such time as the Board of Directors is elected by the owners at a meeting of the Association called for that purpose, the Developer is hereby authorized to receive service of process on behalf of the Association in cases provided for in the Act. The place of business of McKellar Development Corp. is 8407 - 18th Ave. W., Everett, Washington 98204. After the election of a Board of Directors, the President of said Board and each successor President, during the time he is President, is authorized to receive service of process in cases provided for in the Act.

22.04 Remedies Not Exclusive. No right or remedy conferred or reserved by this Declaration is exclusive of any other right or remedy, but each is cumulative, and shall be in addition to every other right or remedy given hereby or hereafter existing at law or equity or by statute.

22.05 Mortgagee's Acceptance

22.05.1 Priority of Mortgage. This Declaration shall not initially be binding upon any mortgage of record at the time of recording of said Declaration but rather shall be subject and subordinate to the interest of said mortgagee.

22.05.2 Acceptance Upon First Conveyance. Developer shall not consummate the conveyance of title of any unit until said mortgagee 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 area and percentages of interest in common area 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 units so released, said mortgage shall remain in full effect as to the entire property.

22.06 Severability. If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, and the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent.

22.07 Effective Date. The Declaration shall take effect upon recording.

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22.08 Reference to Survey Map and Plans. The Survey Map and Plans of the buildings referred to herein were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of this Declaration under File No. 8011105010 in Volume 42 of Condominiums, pages 76 through 87. Plats

DATED this 5th day of November, 1980.

Developer:

McKELLAR DEVELOPMENT CORP.

By: Dieter Rademacher  
Dieter Rademacher  
Vice President, Northwest Operations  
Its Attorney-in-Fact

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 5th day of November, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DIETER A. Rademacher, to me known to be the Vice President, Northwest Operations of McKellar Development Corporation, the corporation described in the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument pursuant to power of attorney granted by the corporation and authorized by Resolution of the Board of Directors on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Keith C. Balle  
NOTARY PUBLIC, in and for the  
State of Washington, residing  
at Bellevue.

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EXHIBIT "A"

LEGAL DESCRIPTION

PHASE I:

The South 590 feet of the North 600 feet of Tract 34; Except that portion of Tracts 34 and 35 deeded to the City of Everett under Auditor's File No. 8011100237. Also, the South 185 feet of the North 600 feet of Tract 35; except the East 75 feet of the North 75 feet of the South 185 feet of the North 600 feet of said Tract 35;

Together with that portion of vacated 18th Ave. W. (Loganberry Lane) adjacent.

All in Beverly Berry Tracts Division No. 2, according to the plat thereof recorded in Volume 10 of Plats, Page 20, records of the Auditor of the County of Snohomish, State of Washington.

PHASE II:

The South 405 feet of the North 415 feet of Tract 35, and the South 75 feet of the East 75 feet of the North 490 feet of Tract 35, together with that portion of vacated 18th Ave. W. (Loganberry Lane) adjacent. All in Beverly Berry Tracts, Division No. 2, according to the Plat thereof recorded in Volume 10 of Plats, page 20, records of the Auditor of the County of Snohomish, State of Washington.

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## EXHIBIT "B"

## UNIT DESCRIPTIONS (INCLUDING PARKING)

PHASE I

<u>Building</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Approx. Sq.Ft. (Living Space)</u>	<u>Approx. Sq.Ft. (Garage)</u>	<u>Assigned No. Garage</u>
2	2101	AR	868	220	[Same as Unit No.]
	2102	BR	802	220	
	2103	TR	1296	220	
	2104	T	1296	220	
	2105	B	802	220	
	2106	A	868	220	
	2201	UAR	1164	220	
	2202	UBR	1007	220	
	2205	UB	1007	220	
	2206	UA	1164	220	
	5101	AR	864	220	
	5102	TR	1315	220	
5	5103	BR	784	235	
	5104	A	861	220	
	5201	UAR	1169	220	
	5203	UBR	998	220	
	5204	UA	1168	220	
	8101	AR	862	220	
	8102	T	1290	220	
8	8103	BR	802	220	
	8104	TR	1295	220	
	8105	T	1294	220	
	8106	B	791	220	
	8107	A	862	220	
	8201	UAR	1167	220	
	8203	UBR	987	220	
	8206	UB	990	220	
	8207	UA	1168	220	
	9101	AR	868	220	
	9102	TR	1313	220	
9	9103	BR	783	235	
	9104	A	866	220	
	9201	UAR	1171	220	
	9203	UBR	1004	220	
	9204	UA	1167	220	
	10101	AR	863	220	
10	10102	BR	803	220	
	10103	TR	1295	220	
	10104	T	1295	220	

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	10105	B	803	220
	10106	A	869	220
	10201	UAR	1160	220
	10202	UBR	1007	220
	10205	UB	1006	220
	10206	UA	1162	220
11	11101	AR	865	220
	11102	B	786	240
	11103	T	1318	220
	11104	B	805	220
	11105	A	865	220
	11201	UAR	1173	220
	11202	UB	1000	220
	11204	UB	1002	220
	11205	UA	1173	220
12	12101	AR	867	220
	12102	T	1292	220
	12103	BR	793	220
	12104	TR	1293	220
	12105	T	1286	220
	12106	B	788	220
	12107	A	869	220
	12201	UAR	1169	220
	12203	UBR	996	220
	12206	UB	990	220
	12207	UA	1167	220

PHASE II

<u>Building</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Approx. Sq.Ft. (Living Space)</u>	<u>Approx. Sq.Ft. (Garage)</u>	<u>Assigned Parking Space No.</u>
1	1101	AR	866	220	[Same as Unit No.]
	1102	BR	865	220	
	1103	TR	1325	220	
	1104	T	1325	220	
	1105	B	865	220	
	1106	A	866	220	
	1201	UAR	1237	220	
	1202	UBR	1081	220	
	1205	UB	1081	220	
	1206	UA	1237	220	
3	3101	AR	866	220	
	3102	T	1325	220	
	3103	BR	865	220	
	3104	TR	1325	220	

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	3105	T	1325	220
	3106	B	865	220
	3107	A	866	220
	3201	UAR	1237	220
	3202	UBR	1081	220
	3206	UB	1081	220
	3207	UA	1237	220
4	4101	AR	866	220
	4102	TR	1325	220
	4103	BR	865	220
	4104	A	866	220
	4201	UAR	1237	220
	4203	UBR	1081	220
	4204	UA	1237	220
6	6101	AR	866	220
	6102	T	1325	220
	6103	BR	865	220
	6104	TR	1325	220
	6105	T	1325	220
	6106	B	865	220
	6107	A	866	220
	6201	UAR	1237	220
	6203	UBR	1081	220
	6206	UB	1081	220
	6207	UA	1237	220
7	7101	AR	866	220
	7102	TR	1325	220
	7103	BR	865	220
	7104	A	866	220
	7201	UAR	1237	220
	7203	UBR	1081	220
	7204	UA	1237	220

EXHIBIT "C"

UNIT VALUES AND PERCENTAGE UNDIVIDED INTERESTS

(PHASE I ONLY)

<u>Unit No.</u>	<u>Value</u>	<u>Percentage Undivided Interest and Voting Rights</u>
2101	54,900	1.31
2102	49,900	1.19
2103	69,900	1.67
2104	69,900	1.67
2105	49,900	1.19
2106	54,900	1.31
2201	69,900	1.67
2202	65,900	1.58
2205	65,900	1.58
2206	69,900	1.67
5101	56,900	1.36
5102	71,900	1.72
5103	51,900	1.24
5104	56,900	1.36
5201	71,900	1.72
5203	67,900	1.63
5204	71,900	1.72
8101	56,900	1.36
8102	71,900	1.72
8103	51,900	1.24
8104	71,900	1.72
8105	71,900	1.72
8106	51,900	1.24
8107	56,900	1.36
8201	71,900	1.72
8203	67,900	1.63
8206	67,900	1.63
8207	71,900	1.72
9101	58,900	1.41
9102	73,900	1.77
9103	52,900	1.27
9104	59,900	1.43
9201	72,900	1.74
9203	68,900	1.65
9204	73,900	1.77
10101	57,900	1.38
10102	51,900	1.24
10103	71,900	1.72
10104	71,900	1.72
10105	51,900	1.24
10106	58,900	1.41

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10201	71,900	1.72
10202	67,900	1.63
10205	67,900	1.63
10206	71,900	1.72
11101	56,900	1.36
11102	51,900	1.24
11103	71,900	1.72
11104	54,900	1.31
11105	59,900	1.43
11201	70,900	1.70
11202	67,900	1.63
11204	70,900	1.70
11205	74,900	1.79
12101	56,900	1.36
12102	71,900	1.72
12103	51,900	1.24
12104	71,900	1.72
12105	71,900	1.72
12106	51,900	1.24
12107	56,900	1.36
12201	70,900	1.70
12203	67,900	1.63
12206	67,900	1.63
12207	70,900	1.70
	<u>4,179,500</u>	<u>100.00%</u>

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EXHIBIT "D"

UNIT VALUES AND PERCENTAGE UNDIVIDED INTERESTS

(PHASES I AND II COMBINED)

<u>Unit No.</u>	<u>Value</u>	<u>Percentage Undivided Interest and Voting Rights</u>
1101	54,900	.75
1102	49,900	.69
1103	69,900	.97
1104	69,900	.97
1105	49,900	.69
1106	54,900	.75
1201	69,900	.97
1202	65,900	.91
1205	65,900	.91
1206	69,900	.97
2101	54,900	.75
2102	49,900	.69
2103	69,900	.97
2104	69,900	.97
2105	49,900	.69
2106	54,900	.75
2201	69,900	.97
2202	65,900	.91
2205	65,900	.91
2206	69,900	.97
3101	60,900	.84
3102	75,900	1.05
3103	55,900	.77
3104	75,900	1.05
3105	75,900	1.05
3106	55,900	.77
3107	60,900	.84
3201	76,900	1.07
3203	71,900	1.00
3206	71,900	1.00
3207	76,900	1.07
4101	56,900	.79
4102	72,900	1.01
4103	52,900	.73
4104	56,900	.79
4201	70,900	.98
4203	68,900	.95
4204	70,900	.98
5101	56,900	.79
5102	71,900	1.00
5103	51,900	.72
5104	56,900	.79

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5201	71,900	1.00
5203	67,900	.94
5204	71,900	1.00
6101	60,900	.84
6102	75,900	1.05
6103	55,900	.77
6104	75,900	1.05
6105	75,900	1.05
6106	55,900	.77
6107	60,900	.84
6201	76,900	1.07
6203	71,900	1.00
6206	71,900	1.00
6207	76,900	1.07
7101	56,900	.79
7102	71,900	1.00
7103	51,900	.72
7104	56,900	.79
7201	71,900	1.00
7203	67,900	.94
7204	71,900	1.00
8101	56,900	.79
8102	71,900	1.00
8103	51,900	.72
8104	71,900	1.00
8105	71,900	1.00
8106	51,900	.72
8107	56,900	.79
8201	71,900	1.00
8203	67,900	.94
8206	67,900	.94
8207	71,900	1.00
9101	58,900	.82
9102	73,900	1.02
9103	52,900	.73
9104	59,900	.83
9201	72,900	1.01
9203	68,900	.95
9204	73,900	1.02
10101	57,900	.80
10102	51,900	.72
10103	71,900	1.00
10104	71,900	1.00
10105	51,900	.72
10106	58,900	.82
10201	71,900	1.00
10202	67,900	.94
10205	67,900	.94
10206	71,900	1.00
11101	56,900	.79
11102	51,900	.72

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11103	71,900	1.00
11104	54,900	.75
11105	59,900	.83
11201	70,900	.98
11202	67,900	.94
11204	70,900	.98
11205	74,900	1.04
12101	56,900	.79
12102	51,900	.72
12103	71,900	1.00
12104	71,900	1.00
12105	51,900	.72
12106	71,900	1.00
12107	56,900	.79
12201	70,900	.98
12203	67,900	.94
12206	67,900	.94
12207	70,900	.98
	<u>7,217,900</u>	<u>100.00%</u>

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FIRST AMENDMENT TO SURVEY  
MAP AND FLOOR PLANS AND TO CONDOMINIUM  
DECLARATION OF PHASE I  
CASCADE VILLAGE PARK, A CONDOMINIUM

McKellar Development Corporation, an Oregon corporation, is the Developer of Phase I Cascade Village Park, a Condominium, for which Survey Map and Floor Plans were filed November 10, 1980 in Volume 42 of Plats, pages 76-87 under Auditor's File No. 8011105010 and a Declaration was recorded November 10, 1980 in Volume 1689 of Official Records, pages 2198 to 2271 inclusive under Auditor's File No. 8011100239, records of Snohomish County, Washington;

The legal description contained in said Survey Map and Floor Plans and said Condominium Declaration for Phase I is hereby amended to read as follows:

The South 590 feet of the North 600 feet of Tract 34;  
EXCEPT that portion deeded to the City of Everett under Auditor's File No. 8011100237;  
ALSO, the South 185 feet of the North 600 feet of Tract 35;  
EXCEPT the East 75 feet of the North 75 feet of the South 185 feet of the North 600 feet of said Tract 35;  
AND EXCEPT that portion deeded to the City of Everett under Auditor's File No. 8011100237;  
TOGETHER WITH that portion of vacated 18th Avenue West (Logenberry Lane) that would attach by operational law;

All in Beverly Berry Tracts Division No. 2, as per plat recorded in Volume 10 of Plats, page 20, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

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In all other respects the Survey Map and Floor Plans and the Condominium Declaration is ratified and affirmed. Developer has sold no condominium apartments and is the sole owner of the real property covered in the Survey Map and Floor Plans and Condominium Declaration for Phase I.

Executed this 20th day of November, 1980.

RECORDED  
REPUBLICAN TITLE INS. CO.  
NOV 20 PM 3:11  
HENRY D. WATKINS, JUDICIAL CLERK  
COUNTY OF SNOHOMISH, WASH.  
OFFICE: Everett  
Bridgman

McKellar Development Corporation,  
an Oregon corporation.

By: Dieter Radmacher  
McKellar Development Corp.

STATE OF WASHINGTON, }  
County of Snohomish } ss.

On this 20th day of November, 1980, before me personally appeared to me known to be the individual who executed the foregoing instrument as Attorney in Fact for RADMACHER, DIETER and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

8011200270

ACKNOWLEDGMENT, ATTORNEY IN FACT.

Form No. W-11

James E. Ridd  
Notary Public in and for the State of Washington,  
residing at Everett

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9408200265

AMENDMENT NO. 2 TO DECLARATION  
AND  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS  
FOR  
CASCADE VILLAGE PARK CONDOMINIUM

RECORDED  
1572 LAND TITLE 011 IF WASH.  
1984 AUG 23 PM 3:25  
DEAN V. WILLIAMS, CLERK  
SNOHOMISH COUNTY, WASH.  
DEPUTY

This Amendment No. 2 to Declaration ("Amendment"), dated as of the 17th day of AUGUST, 1984, amends that certain Declaration and Covenants, Conditions, Restrictions, and Reservations for Cascade Village Park Condominium, creating Cascade Village Park, a condominium intended for single-family residential use only, according to Survey Map and Set of Plans recorded in Volume 42 of Plats, Page 76, records of Snohomish County, Washington under Recording No. 8011105010, and according to said Declaration which was recorded November 10, 1980 in Snohomish County, Washington, beginning at page 2198 of Volume 1689 under Recording Number 8011100239 ("Declaration"), all with respect to the real property described on Exhibit A attached hereto as Phase I. The Declaration was previously amended by First Amendment to Survey Map and Floor Plans and to Condominium Declaration of Phase I Cascade Village Park, a Condominium recorded November 20, 1980 in the records of Snohomish County under Recording No. 8011200270.

RECITALS

A. The Declaration provides that the Developer may develop the property in phases and has the power to expand the Condominium into one additional subsequent phase (Phase II) which is to be located on the real property described in Exhibit A attached hereto as Phase II.

B. Due to circumstances not foreseen at the time the Declaration was recorded, the Developer has elected not to add Phase II to the Condominium at this time, but shall develop Phase II as a separate condominium. It is the desire of the Board of Directors and the Unit Owners of Phase I, and of the Developer as owner of the Phase II property, that Phase II be added to the Condominium at such time as circumstances permit.

C. Phase I (as hereinafter defined) desires to provide now that certain recreational and other facilities of Phase I will be used, operated, maintained and replaced jointly by the owners and occupants of the units in both Phase I and Phase II even though Phase II will be developed as a separate condominium. The willingness of Phase I to allow such joint use, however, is conditioned upon the willingness of Phase II to cooperate in providing for standards for the maintenance,

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cleanliness and orderly use of Phase II in a manner consistent with the standards of Phase I by adopting, maintaining and enforcing bylaws and house rules substantially identical to those of Phase I, so as to provide for a uniformly high quality of life at the Cascade Village Park.

D. In order to effect these purposes, Phase I and the Developer desire to form a Joint Committee of Phase I and Phase II to oversee the management of the recreational and other common areas to be used jointly by the owners and occupants of Phase I and Phase II.

E. Phase I further desires to acknowledge that the Developer (as defined in the Declaration) may merge Phase I and Phase II according to the procedures set forth in Section 2 of the Declaration and by consenting to this Amendment No. 2 does not waive his right to do so.

NOW, THEREFORE, Phase I hereby makes the following Amendment:

1. The following shall be added to Section 2.04:

Nothing herein shall be deemed to deny the power of the Developer to add Phase II to the Condominium at any time following development of Phase II pursuant to the procedures outlined in this Section 2, provided that in the event Phase II is submitted to the Act by a separate declaration prior to such expansion, then upon recordation of the Survey Map and Plans and Phase II Certificiate described above such separate declaration shall have no further force and effect and the Condominium as expanded shall be governed by this Declaration as it may be amended from time to time. Developer shall obtain the prior written approval of the Board of Directors of Phase I prior to any such expansion.

2. A new section is added to the Declaration, as follows:

Section 23 - JOINT COMMON AREAS. Creation of Easements, Joint Common Areas, and Joint Committee. The remaining provisions of this Declaration notwithstanding, in the event Developer does not expand the condominium by adding Phase II prior to developing a separate condominium on the real property described on Exhibit A as Phase II, then subject to the conditions set forth below certain facilities and common areas in Phase I shall be available for the use of owners and

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occupants of Phase II. The following provisions apply to these areas, and where inconsistent with any other provisions of this Declaration, the provisions of this Section 23 shall control.

Section 23.01 Definitions.

Section 23.01.1 "Joint Common Area Expense Fund" means the fund created, maintained and replenished pursuant to Section 23.05 from which the Joint Committee shall provide for payment of the costs of operation, maintenance, repair, replacement and management of the Joint Common Areas.

Section 23.01.2 "Joint Common Areas" means the common areas of Phase I that will be used jointly by the owners and occupants of Phase I and Phase II in the event that Phase II is developed as a separate condominium pursuant to the easements described in Section 23.04. The Joint Common Areas shall include:

(1) The Recreation Facilities as defined in Section 5.01.8 of the Declaration, and reasonable access thereto, as more particularly described on Exhibit E attached hereto; and

(2) Those parking spaces established by Sections 6.02 and 5.01.9 of the Declaration which, pursuant to said Sections, are not assigned to specific units and which are designated as common areas, as more particularly described on Exhibit F attached hereto.

Section 23.01.3 "Joint Committee" means the Cascade Village Park Condominium Joint Committee, which shall have authority to provide for the operation, management, maintenance, repair and replacement of the Joint Common Areas.

Section 23.01.4 "Phase I" means the real property described in Exhibit A as Phase I, the Condominium and the Owners.

Section 23.01.5 "Phase II" means the real property described on Exhibit A as Phase II, any condominium constructed thereon and submitted to the Act, and the owners thereof.

Section 23.02 Membership of the Joint Committee. The Joint Committee shall be composed of the

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Board of Directors of Phase I and the Board of Directors of Phase II, each Board to be composed of five (5) members.

Section 23.03 Authority of the Joint Committee; Voting. The Joint Committee shall exercise all powers and authorities permitted, and enjoy all protections afforded, to the Board of Directors under the Act and the Declaration with respect only, however, to administration of the Joint Common Areas. The authority of the Joint Committee shall include but not be limited to the power to contract for the operation, maintenance, repair and replacement of the Joint Common Areas, and to pay out of the Joint Common Area Expense Fund described below all goods and services requisite for the functioning of the Joint Common Areas. Six (6) members of the Joint Committee shall be required for a quorum. The Joint Committee shall exercise its authority by majority of the voting power present at a meeting where a quorum exists. There shall be a total of 100 votes held by the Joint Committee. Each Director of Phase I shall hold 11.7 votes and each Director of Phase II shall hold 8.3 votes, such that the Directors of Phase I hold a total of 58.5 votes and represent 65 of the 111 units in Phase I and Phase II combined (or 58.5%) and the Directors of Phase II hold 41.5 votes and represent 46 of the combined units (or 41.5%). Meetings may be called, held and conducted in accordance with such rules and regulations as the Joint Committee may adopt.

Section 23.04 Easements.

Section 23.04.1 Easement for Use of Recreation Facilities. There is hereby created a perpetual easement for the benefit of Phase II for use and enjoyment of the Recreation Facilities of Phase I in common with the owners of Phase I, including without limitation the swimming pool, pool building, sauna and spa, and including the right of reasonable access over the common areas of Phase I for use of such facilities, all as more particularly described on Exhibit E.

Section 23.04.2 Easement for Use of Parking Spaces. There is hereby created a perpetual easement for the benefit of Phase II for use and enjoyment of the common area parking spaces within Phase I in common with the owners of Phase I and including the right of reasonable access over the common

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areas of Phase I for use of such parking spaces, all as more particularly described on Exhibit F.

Section 23.04.3 Easements Non-Exclusive and Running with the Land. Nothing herein shall be construed to prevent the owners and occupants of Phase I from using the recreational facilities and parking areas in common with the owners and occupants of Phase II. The easements created herein will run with the land and will inure to the benefit of, and be binding upon, Phase I and Phase II, and their respective successors and assigns.

Section 23.04.4 Default and Termination of Easements. The following shall constitute events of default:

(a) Failure of Phase II to pay assessments as provided in Sections 23.05 and 23.06;

(b) Failure of the Phase II Board of Directors to adopt, maintain and enforce bylaws and administrative rules and regulations ("house rules") substantially identical to those of Phase I as they may be in effect from time to time.

In the event Phase II fails to cure any default within 5 days of written notice thereof given by the Phase I Board of Directors to the Phase II Board of Directors (in the case of a monetary default) or within 15 days of such notice (in the case of a nonmonetary default), then the Phase I Board of Directors shall have the right to terminate the easements created herein. No individual owner or occupant pursuant to a valid leasehold of any Unit in Phase II shall be denied access to the Joint Common Areas unless such termination has occurred. Written acknowledgment of such termination may be recorded by the Board of Directors of Phase I in the records of Snohomish County. Waiver of any event of default shall not constitute waiver of any other event of default.

Section 23.05. Assessments. For so long as the easements created in Section 23.04 are in effect, the association of apartment owners of Phase I and the association of apartment owners of Phase II shall each pay a proportionate share of the costs of operation, maintenance, repair, replacement and management of the

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Joint Common Areas, Phase I to bear 58.5% of such cost and Phase II to bear 41.5% of such cost. The Joint Committee shall have the power to levy assessments against the associations of apartment owners of Phase I and Phase II for the purpose of creating, funding and maintaining and replenishing a Joint Common Areas Expense Fund from which to pay for the operation, maintenance, repair, replacement and management of the Joint Common Areas, including reasonable reserves for contingencies and replacement, consistent with the procedures and purposes described in Section 11.01 of the Declaration. All assessments for that portion of the Joint Common Areas expenses to be paid by the association of apartment owners of Phase I shall be levied against Phase I units in proportion to the value of the respective units as shown in Exhibit C. All assessments to be paid by the association of apartment owners of Phase II shall be levied against Phase II units in proportion to the value of the respective units in Phase II. In the event that either association of apartment owners fails to pay assessments for the Joint Common Areas, the Joint Committee shall have a lien against all of the units of such Phase in the proportion described above and shall have all the powers granted in Section 12 of this Declaration to the Board of Directors to enforce the payment of those delinquent assessments both with respect to Phase I and Phase II. Notwithstanding the foregoing, the failure of any individual owner to pay an assessment shall not constitute a default under Section 23.04.4 so long as the total proportionate share of the Phase in which such owner has a unit is paid in a timely manner.

Section 23.06 Insurance for Joint Common Areas. For so long as the easements created in Section 23.04 are in effect, the associations of apartment owners of Phase I and Phase II shall each pay a proportionate share of the cost of maintaining adequate casualty and liability insurance on the Joint Common Areas, Phase I to bear 53.5% of such cost and Phase II to bear 41.5% of such cost. The Board of Directors of Phase I will carry such insurance for the Joint Common Areas in accordance with the provisions of Section 14 of the Declaration and will be reimbursed by the Joint Committee accordingly. Payments due from Phase II shall be deemed to be assessments against Phase II and the units of Phase II with respect to which the Joint Committee shall have the powers and authority described in Section 23.05 above.

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Section 23.07 Damage and Destruction to Joint Common Areas. In the event of damage or destruction to any of the Joint Common Areas, for so long as the easements created in Section 23.04 are in effect, the provisions of Section 15 of the Declaration shall apply to repair and restoration of the Joint Common Areas, except that with respect to the Joint Common Areas, the Joint Committee shall assume the powers and obligations of the Board of Directors enumerated in Section 15.

Section 23.08 Effect on Values and Percentages. This amendment shall not in any way affect the values or percentages of interest in Phase I, as set out in Exhibit "C" of this Declaration.

Section 23.09 Effectiveness of Section 23. This Section 23 shall be effective upon filing of a condominium declaration submitting Phase II to the Act, provided such declaration contains the following:

(1) provisions substantially identical to this Section 23 sufficient to impose upon Phase II the obligations herein described;

(2) providing that the board of directors of Phase II shall have the same number of members as the Board of Directors of Phase I; and

(3) Creating an easement on, over, above and through Phase II for the benefit of Phase I for the use of parking spaces on Phase II which are not assigned to specific units, which easement shall be in form substantially identical to the easement described in Sections 23.01.2 and 23.04.2 above.

3. Except as specifically provided above, the Declaration is otherwise ratified and affirmed.

DATED as of this 17<sup>th</sup> day of AUGUST, 1984.

CASCADE VILLAGE PARK CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By James A. Tiura  
President

-7-

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SECRETARY'S ATTESTATION

I, JOHN FLOWER ACTING secretary of the Cascade Village Park Condominium Unit Owners Association, attest that this Amendment has been properly adopted and that a majority of the Board of Directors has approved this Amendment and that the Amendment has been passed by affirmative vote of Owners holding at least seventy-five (75) votes.

CASCADE VILLAGE PARK CONDOMINIUM  
UNIT OWNERS ASSOCIATION.

By John Flower  
Secretary

ACKNOWLEDGMENT AND AGREEMENT

The Developer hereby acknowledges that it is the owner of the real property described on Phase II on Exhibit A to the Declaration and that upon filing of a condominium declaration submitting Phase II to the Act, as described in Section 23.09 above, the easements described in this Amendment No. 2 shall encumber said real property in accordance with the terms and provisions set forth above.

MCKELLAR DEVELOPMENT CORP.

By [Signature]  
Its VICE PRESIDENT

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

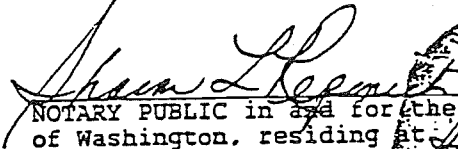
On this 17th day of August, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James A. TURA, to me known to be the person who signed as PRESIDENT of Cascade Village Park Condominium Unit Owners Association, the association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said association for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the

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association, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said association.

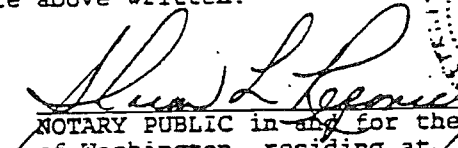
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

On this 17<sup>th</sup> day of August, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Houser, to me known to be the person who signed as SECRETARY of Cascade Village Park Condominium Unit Owners Association, the association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said association for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the association, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said association.

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

  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle

CALIFORNIA  
STATE OF WASHINGTON )  
COUNTY OF SAN DIEGO ) ss.

On this 2<sup>ND</sup> day of JULY, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W.F. MILLER JR., to me known to be the person who signed as V.P. of McKELLAR DEVELOPMENT CORP., 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 duly elected, qualified and acting as said officer of the corporation, 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 official seal hereto affixed the day and year in this certificate above written.

*Beverly A. Murphy*  
NOTARY PUBLIC ~~in~~ and for the ~~the~~ State  
of Washington, residing at SAN DIEGO  
CALIFORNIA



8408 2002 65

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Order: W746FYM9Q

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Order Date: 08-17-2022

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EXHIBIT "A"

LEGAL DESCRIPTION

Phase I:

The South 590 feet of the North 600 feet of Tract 34; Except that portion of Tracts 34 and 35 deeded to the City of Everett under Auditor's File No. 8011100237. Also, the South 185 feet of the North 600 feet of Tract 35; except the East 75 feet of the North 75 feet of the South 185 feet of the North 600 feet of said Tract 35;

Together with that portion of vacated 18th Ave. W. (Loganberry Lane) adjacent.

All in Beverly Berry Tracts Division No. 2, according to the plat thereof recorded in Volume 10 of Plats, page 20, records of the Auditor of the County of Snohomish, State of Washington.

Phase II:

The South 405 feet of the North 415 feet of Tract 35, and the South 75 feet of the East 75 feet of the North 490 feet of Tract 35, together with that portion of vacated 18th Ave. W. (Loganberry Lane) adjacent. All in Beverly Berry Tracts, Division No. 2, according to the Plat thereof recorded in Volume 10 of Plats, page 20, records of the Auditor of the County of Snohomish, State of Washington.

8408 2002 65

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Order Date: 08-17-2022

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EXHIBIT E

EASEMENT FOR USE OF RECREATION FACILITIES

A perpetual easement across, along, in and upon the Recreational Area C.A. (Common Area) of the Cascade Village Park Condominium (Phase I), together with the right of reasonable access thereto across, along and over the Environmental Roadway C.A. of such Condominium, all as shown on that certain survey map recorded August \_\_\_\_\_, 1984 in Volume \_\_\_\_\_ of Surveys, pages \_\_\_\_\_ under Auditor's File # 8408205008 as a part of this Amendment No. 2 to Declaration and Covenants, Conditions, Restrictions and Reservations for Cascade Village Park Condominium.

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EXHIBIT F

EASEMENT FOR USE OF PARKING SPACES

A perpetual easement across, along, in and upon the Parking Stall C.A. (Common Areas) of the Cascade Village Park Condominium (Phase I), together with the right of reasonable access thereto across, along and over the Environmental Roadway C.A., Asphalt Roadway C.A. and Asphalt Roadway (Typ.) C.A. of such Condominium, all as shown on that certain survey map recorded August 20, 1984 in Volume 19 of Surveys, pages 2284-229 under Auditor's File No. 8408205008 as a part of this Amendment No. 2 to Declaration and Covenants, Conditions, Restrictions and Reservations for Cascade Village Park Condominium.

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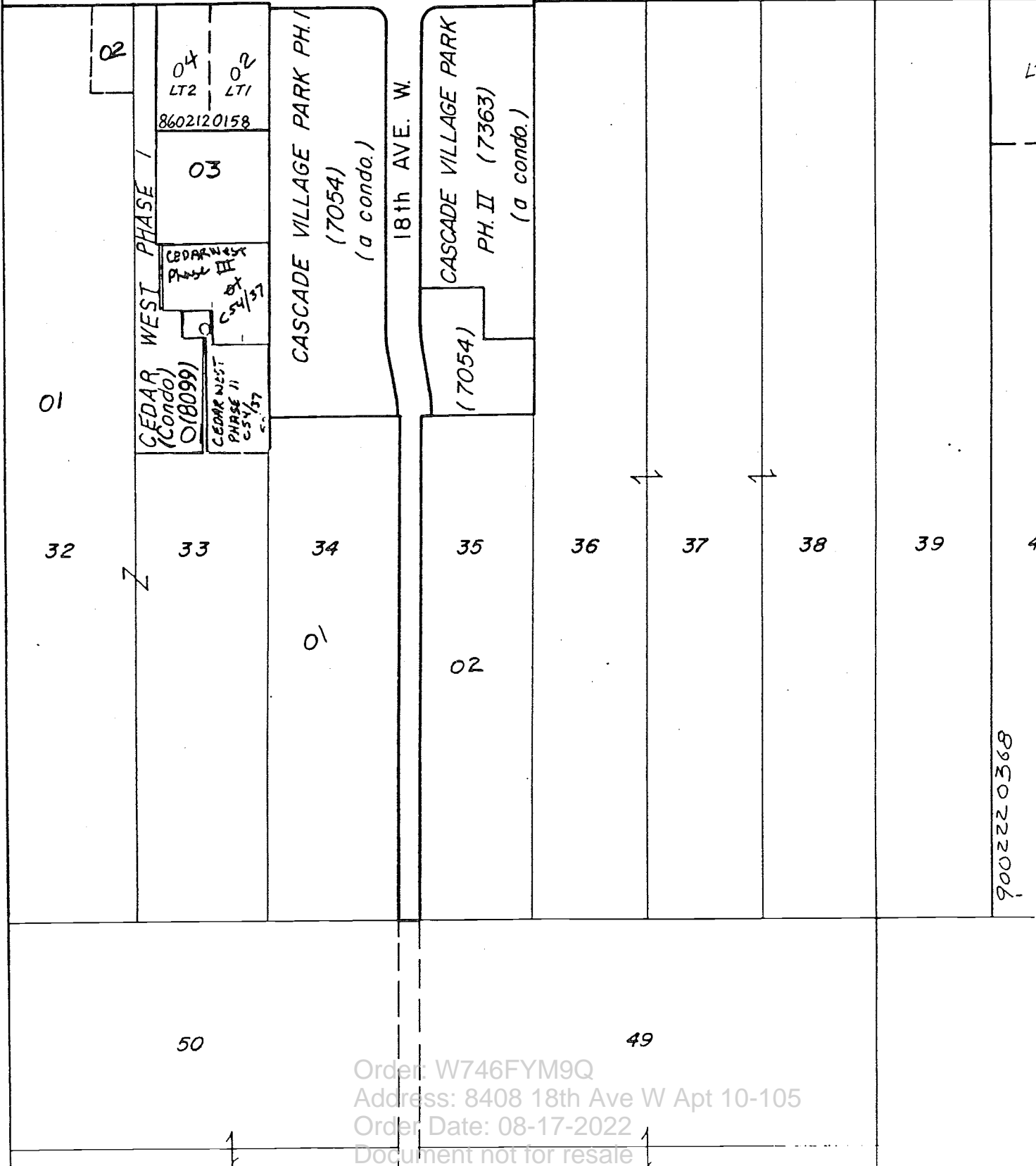
1" = 200'

14-28-4


1/4 Sec Cor

84th ST. S.W.

W. CASINO RD.



FILED FOR RECORD AT THE REQUEST OF:  
Strichartz Morgenstern PLLC  
201. Queen Anne Avenue North #400  
Seattle, WA 98109

  
200508090464 3 PGS  
08-09-2005 10:54am \$34.00  
SNOHOMISH COUNTY. WASHINGTON

**AMENDMENT TO  
DECLARATION FOR  
CASCADE VILLAGE PARK CONDOMINIUM**

**Grantor:** Cascade Village Park Condominium Association  
**Grantee:** N/A  
**Legal Description:** Cascade Village Park Condominium according to Declaration recorded in Snohomish County, Washington under Recording No. 8001100239, as thereafter amended of record.  
**Tax Parcel ID:** 007054 (Master Number)

WHEREAS, a certain Declaration submitting real estate to the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32), as amended, entitled DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR CASCADE VILLAGE PARK CONDOMINIUM, was recorded on November 10, 1980, under Recording No. 8001100239, in the records of Snohomish County, State of Washington, together with the Survey Map and Plans recorded in Volume 42 Condominiums, at pages 76 through 87, inclusive, under Recording No. 8011105010, in records of Snohomish County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instruments recorded in the records of Snohomish County, State of Washington, on November 20, 1980, under Recording No. 8011200270, and on August 20, 1984, under Recording No. 8408200265; and

WHEREAS, pursuant to Subsection 21.01 of the Declaration, at a meeting duly called and held on the 25<sup>th</sup> day of June, 2005, not less than a majority of the Board of Directors of Cascade Village Park Condominium Association have voted to submit this Amendment to Declaration to the owners for their approval; and

WHEREAS, pursuant to Subsection 21.01 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Seventy-Five percent (75%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

NOW THEREFORE, the President and the Secretary of Cascade Village Park Condominium Association certify the Declaration to have been amended in the following particulars:

**A. Subsection 10.07 of the Declaration is hereby deleted in its entirety and the following new Subsection 10.07 is substituted in its place:**

**10.07 Borrowing Authority.** In the discharge of its duties and the exercises of its powers as set forth in this Section, but subject to the limitations set forth in the Declaration, the Board may borrow funds on behalf of the Association and, to secure the repayment of those funds, may levy a special assessment (the "Loan Special Assessment") against each Unit and the Owner thereof for that Unit's pro rata share of the funds borrowed, together with interest payable thereon, and may assign the Association's right to future income including the right to receive the Loan Special Assessment to banks, other financial institutions, Mortgagees, and/or contractors as security for such loans. The Owner of a Unit may remove the Unit from the lien of the Loan Special Assessment as provided in RCW 64.32.070 by payment of the fractional or proportional amount of the principal borrowed attributable to the Unit. The individual payments for each Unit shall be computed by references to the percentages provided for Section 7 of the Declaration. Any prepayment by an Owner shall be computed without inclusion of interest not yet incurred by the Association. After any payment, discharge, or satisfaction of the Loan Special Assessment, the Unit shall be free and clear of the lien so paid, satisfied, or discharged. A partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce the lienor's rights against any Unit not so paid, satisfied, or discharged, and the Owner thereof. Notwithstanding anything herein to the contrary, the Unit shall remain liable for its share of any additional special Assessments levied against the Units to pay a portion of the Loan Special Assessment against a Unit or Units uncollectible by reason of the nonpayment thereof.

**B. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.**

DATED this 25 day of July, 2005.

CASCADE VILLAGE PARK  
CONDOMINIUM ASSOCIATION

By: [Signature]  
President

ATTEST: The above amendment  
was properly adopted.

By: [Signature]  
Secretary

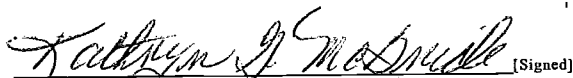
)

) SS.

)

On this 25<sup>th</sup> day of July, 2005, personally appeared before me, John R. Her  
and Suzanne Stevenson, known to me to be the

DATED this 22<sup>nd</sup> day of July, 2005.



Notary Public in and for the State of  
Washington, residing at CAMANO Island  
My commission expires: 11-20-07

LEGEND

- CA. COMMON AREA
- C.A. LIMITED COMMON AREA
- AR. UNIT "A" REVERSE
- BR. UNIT "B" REVERSE
- IR. UNIT "I" REVERSE
- SOFT. SQUARE FOOT AREA
- SET IRON REPAIR WITH CAR. NO. 4561

# CASCADE VILLAGE PARK

A CONDOMINIUM

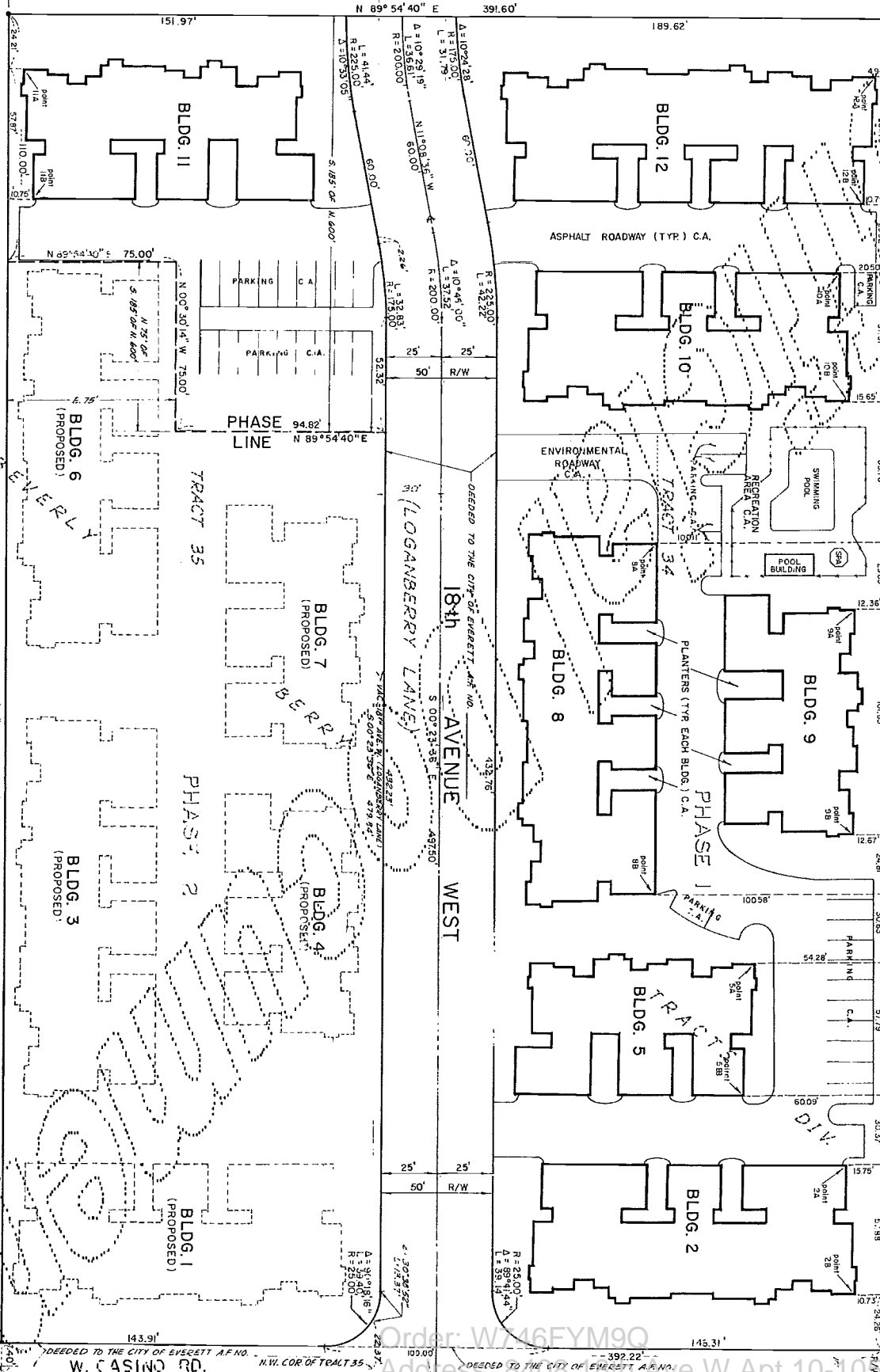
NW 1/4, NE 1/4, SECTION 14, TWP. 28 N., RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON

SHEET 1 OF 12

N 1/4 COR. SEC. 14, T28N, R4E, W100' CASSED MONUMENT

TRACT 33

N 00° 33' 32" W 590.05'



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TRACT 36  
WALTER HALL GOLF COURSE

RC 11/05/12

# PHASE I CASCADE VILLAGE PARK A CONDOMINIUM

IN SECTION 14 T.28 N., R.4 E., W. M.  
CITY OF EVERETT, WASHINGTON

SHEET 2 OF 12

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## DEDICATION

KNO-LET MEN BY THESE PRESENTS: that we, the undersigned, owners of the above described premises, do hereby dedicate the same to the public for the purposes of the plat or any portion thereof, as shall be restricted by the terms of the declaration filed under Snohomish County Auditor's File No. 801100-239, recorded in Snohomish County, Washington.

MODELAR DEVELOPMENT CORPORATION

*Walter F. Rademacher*  
VP NORTH-WEST OPERATIONS

## ACKNOWLEDGMENTS

STATE OF WASHINGTON)  
COUNTY OF ) ss

This is to certify that on the 5th day of August, 1980 A.D., before me personally appeared Dieter A. Rademacher, to me known to be the Northwest Operations Manager of Modelar Development Corporation, the corporation described in the foregoing instrument, and acknowledged the said instrument for the uses and purposes therein stated. I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that the said instrument was executed by the said instrument pursuant to power of attorney granted by the corporation and authorized by resolution of the Board of Directors on behalf of said corporation.

Witness my hand and official seal the day and year first above written.

*Walter F. Rademacher*  
Notary Public in and for the State of Washington, residing at Bellevue



## SURVEYOR'S CERTIFICATE

I hereby certify that this plat of "Cascade Village Park, Phase I", a condominium, is based upon an actual survey of the property herein described, that the courses and distances are shown correctly thereon and the monuments are set upon the ground as shown and that the plat fully complies with the provisions of the statutes covering condominiums.

*Leroy F. Middleton*  
Leroy F. Middleton, Cert. No. 4567  
Professional Land Surveyor  
Reid, Middleton & Associates, Inc.

## SURVEYOR'S VERIFICATION

STATE OF WASHINGTON)  
COUNTY OF SNOMONISH ) ss

This is to certify and verify that this plat for "Cascade Village Phase I", a condominium, accurately depicts the layout, dimensions and locations of the apartments as built.

*Leroy F. Middleton*  
Leroy F. Middleton, Cert. No. 4567  
Professional Land Surveyor

Subscribed and sworn to, before me, this 4 day of August, 1980 A.D.

*Walter F. Rademacher*  
Notary Public in and for the State of Washington, residing at Bellevue

## LEGAL DESCRIPTION

### Phase I

The South 450 feet of the North 600 feet of Tract 34, Except that portion of Tracts 34 and 35 donated to the City of Everett under the File No. 801100-237. Also, the South 185 feet of the North 600 feet of Tract 35. Except the East 75 feet of the North 75 feet of the South 185 feet of the North 600 feet of said Tract 35 Together with that portion of vacated 18th Ave. N. (Loganberry Lane)

All in Beverly Berry Tracts Division No. 2, according to the plat thereof recorded in Volume 20 of Plats, Page 209, records of the Auditor of the County of Snohomish, State of Washington.

### Phase II

The South 405 feet of the North 415 feet of Tract 35, and the South 75 feet of the East 75 feet of the North 450 feet of Tract 35, together with that portion of vacated 18th Ave. N. (Loganberry Lane) All in Beverly Berry Tracts Division No. 2, according to the plat thereof recorded in Volume 10 of Plats, Page 20, records of the Auditor of the County of Snohomish, State of Washington.

## RECORDING CERTIFICATE

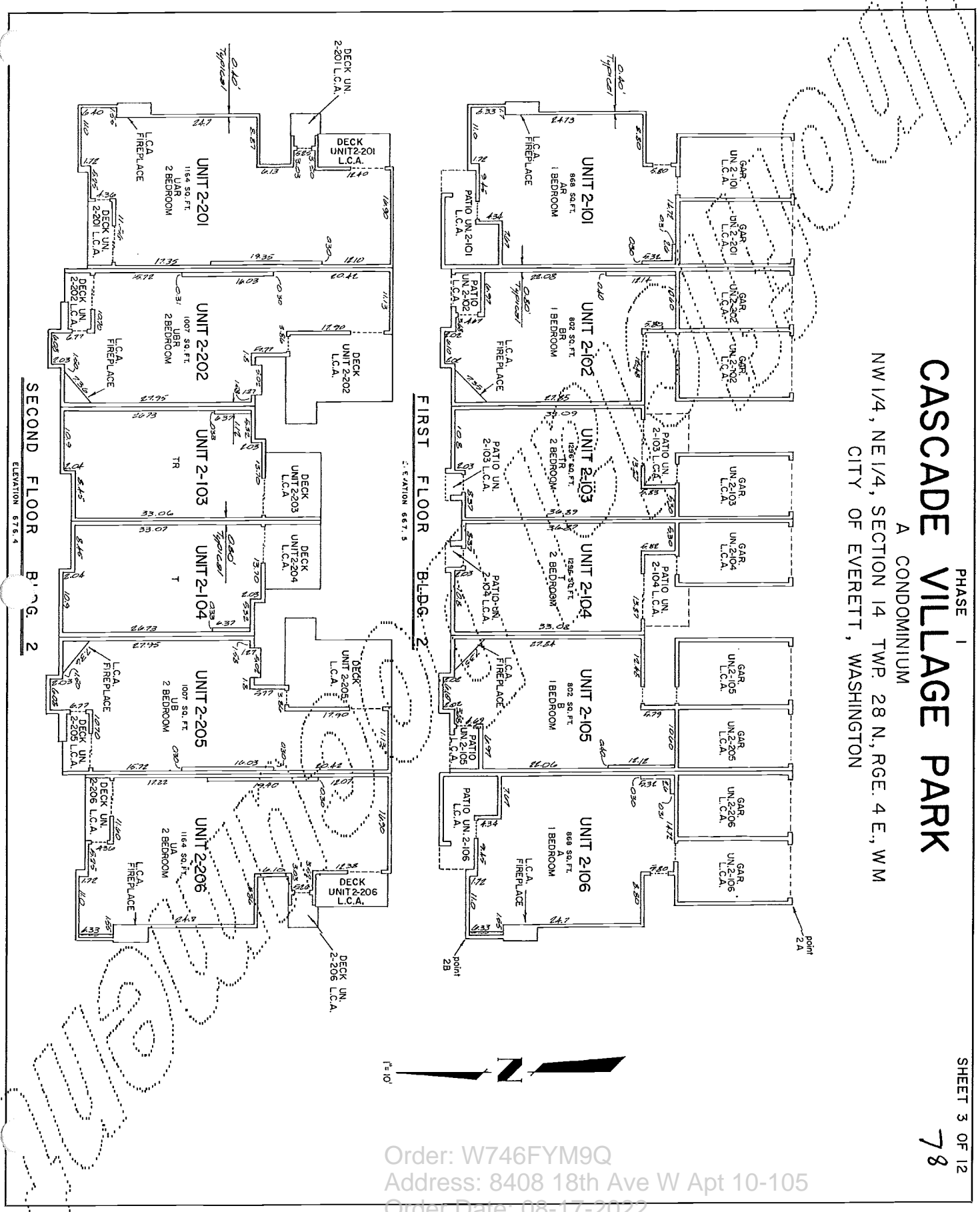
Filed for record at the request of TRACEMERICA, Inc. this 10 day of August, 1980, at 5:58 minutes past 4:00 o'clock P.M., and recorded in Volume 842 of Plats, Page(s) 76-87 records of Snohomish County, Washington.



# PHASE I CASCADE VILLAGE PARK A CONDOMINIUM

NW 1/4, NE 1/4, SECTION 14 TWP. 28 N., RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON

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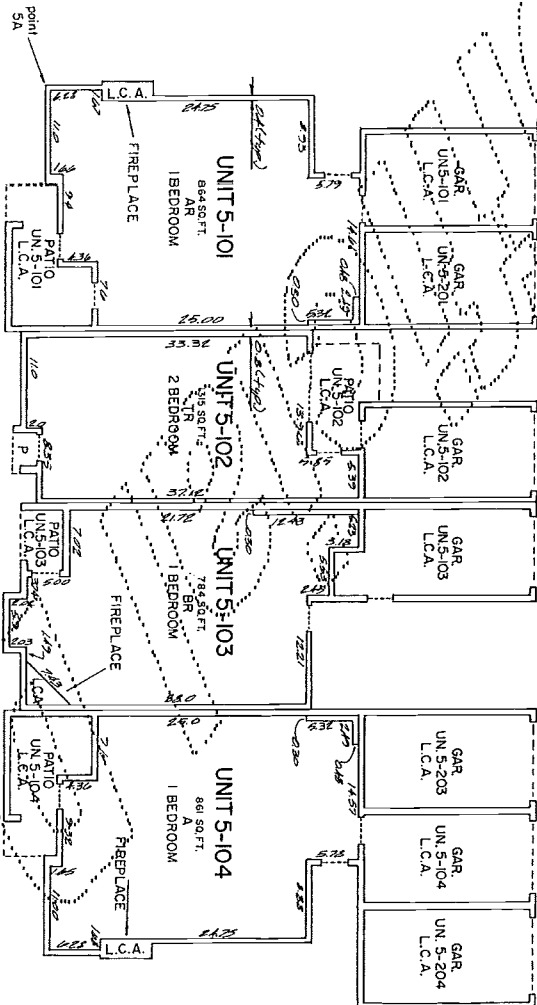
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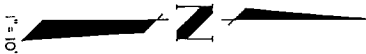
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CITY OF EVERETT, WASHINGTON

SHEET 4 OF 12

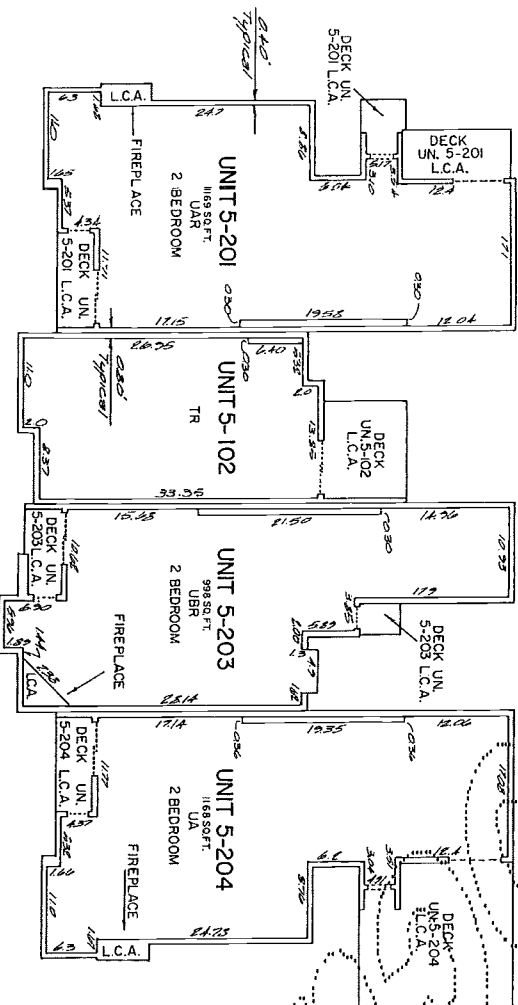
79



FIRST FLOOR BLDG. 5  
ELEVATION 667.0



1" = 10'



SECOND FLOOR BLDG. 5  
ELEVATION 675.3

# CASCADE VILLAGE PARK

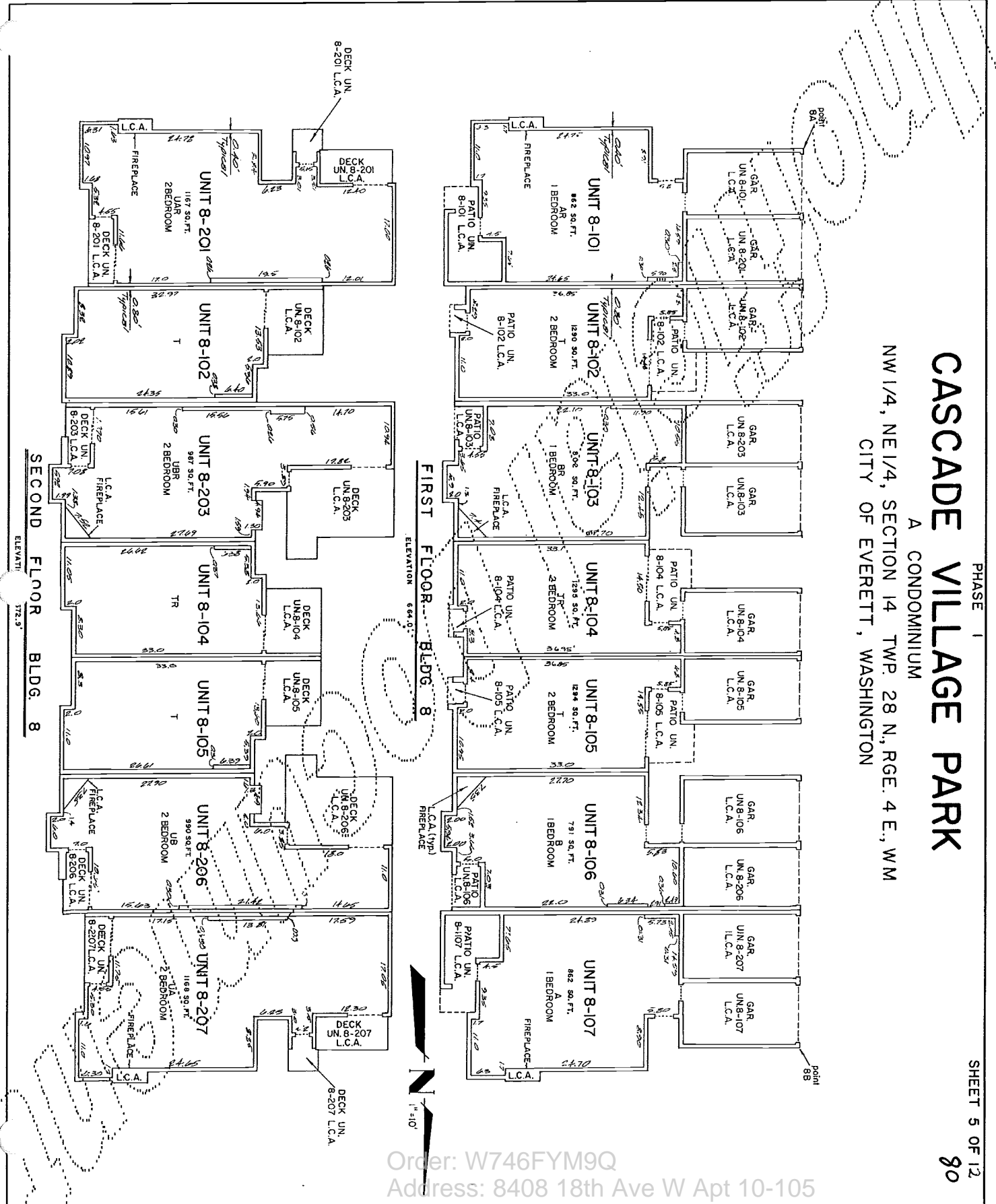
A CONDOMINIUM

NW 1/4, NE 1/4, SECTION 14 TWP. 28 N. RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON

PHASE 1

SHEET 5 OF 12

80



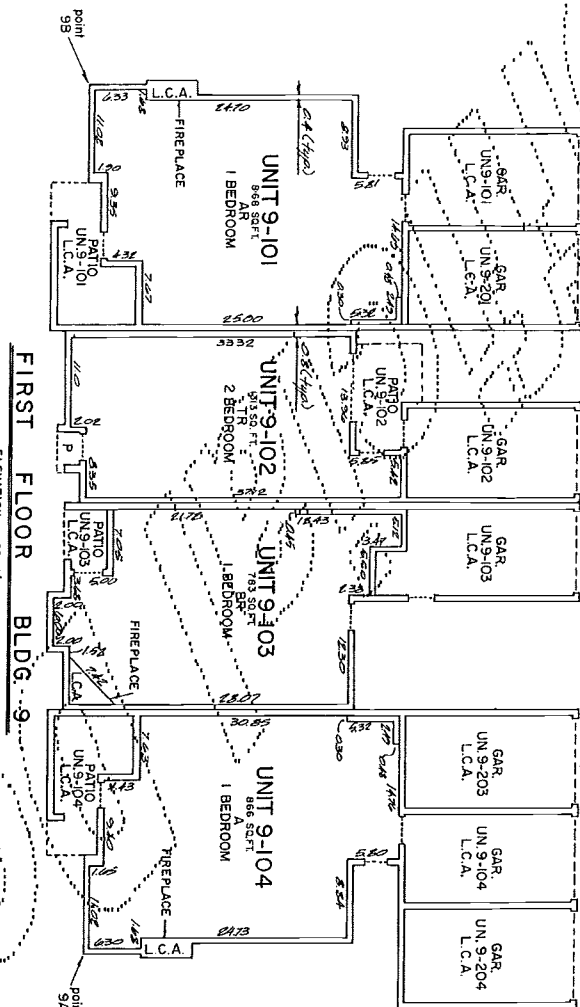
# PHASE I CASCADE VILLAGE PARK

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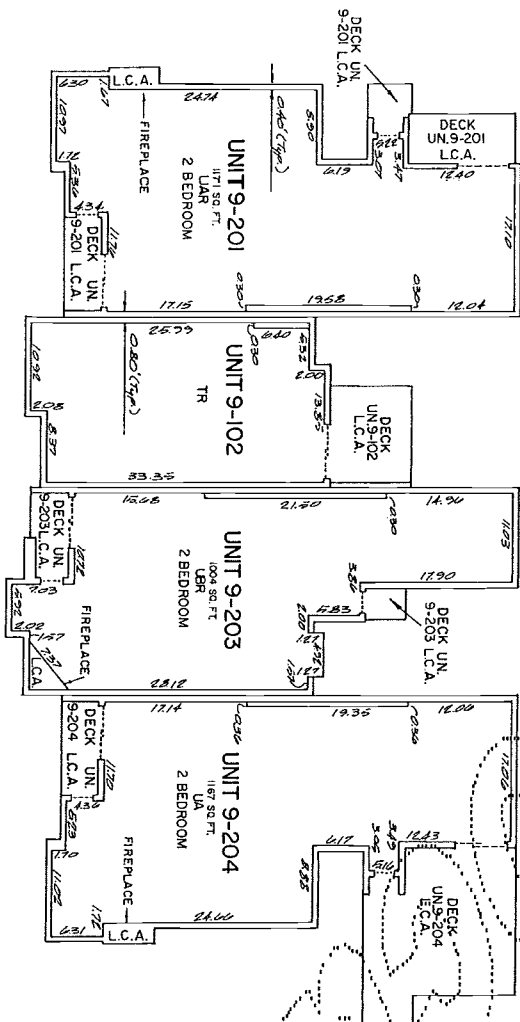
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CITY OF EVERETT, WASHINGTON

SHEET 6 OF 12

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FIRST FLOOR BLDG. 9  
ELEVATION 664.0'

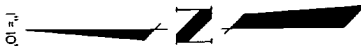


SECOND FLOOR BLDG. 9  
ELEVATION 672.3'

# A CONDOMINIUM

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SHEET 7 OF 8



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# PHASE 1 CASCADE VILLAGE PARK A CONDOMINIUM

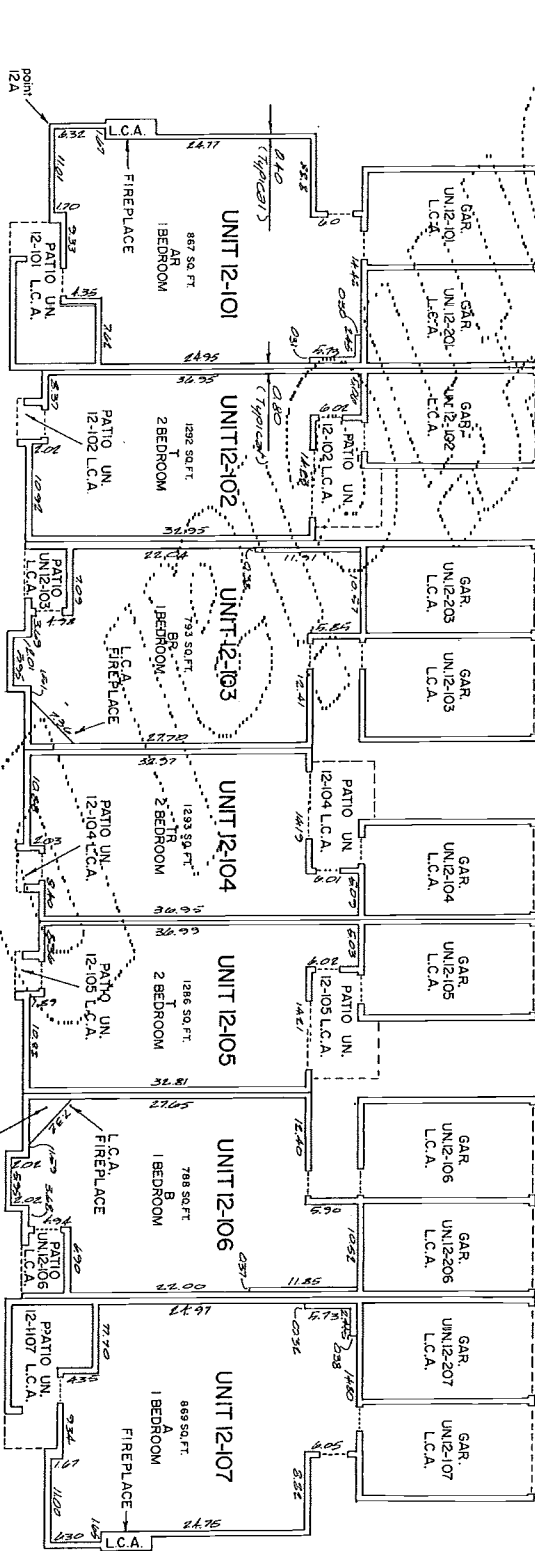
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CITY OF EVERETT, WASHINGTON

SHEET 8 OF 12

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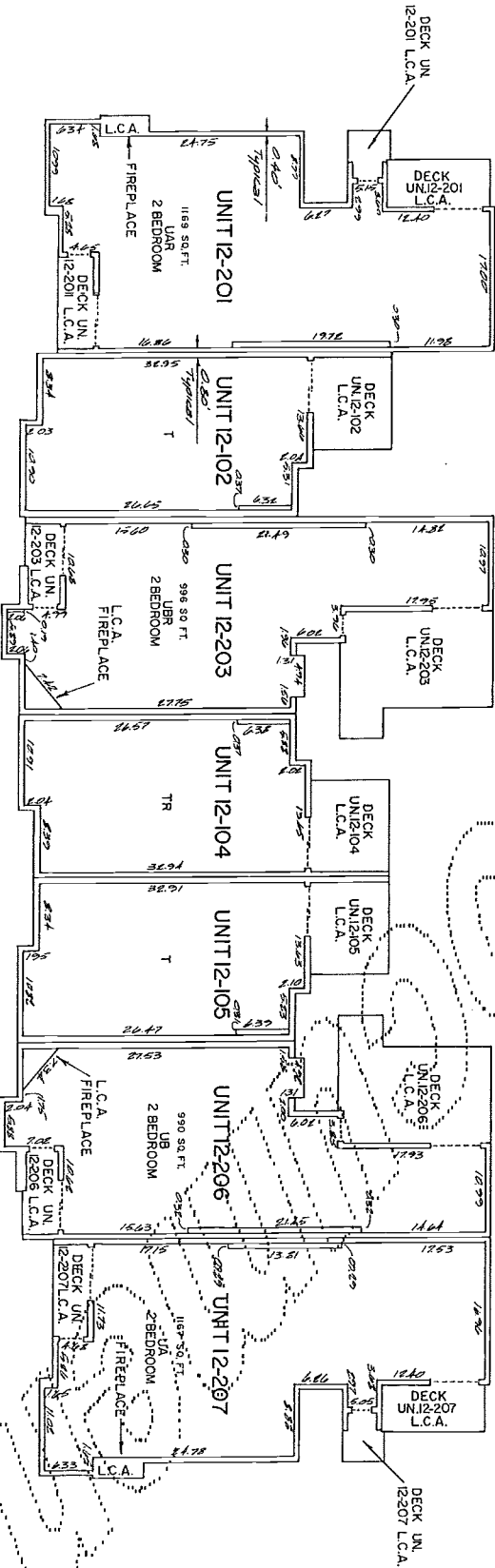
## FIRST FLOOR BLDG. 12

ELEVATION 666.5'



## SECOND FLOOR BLDG. 12

ELEV. 675.4'

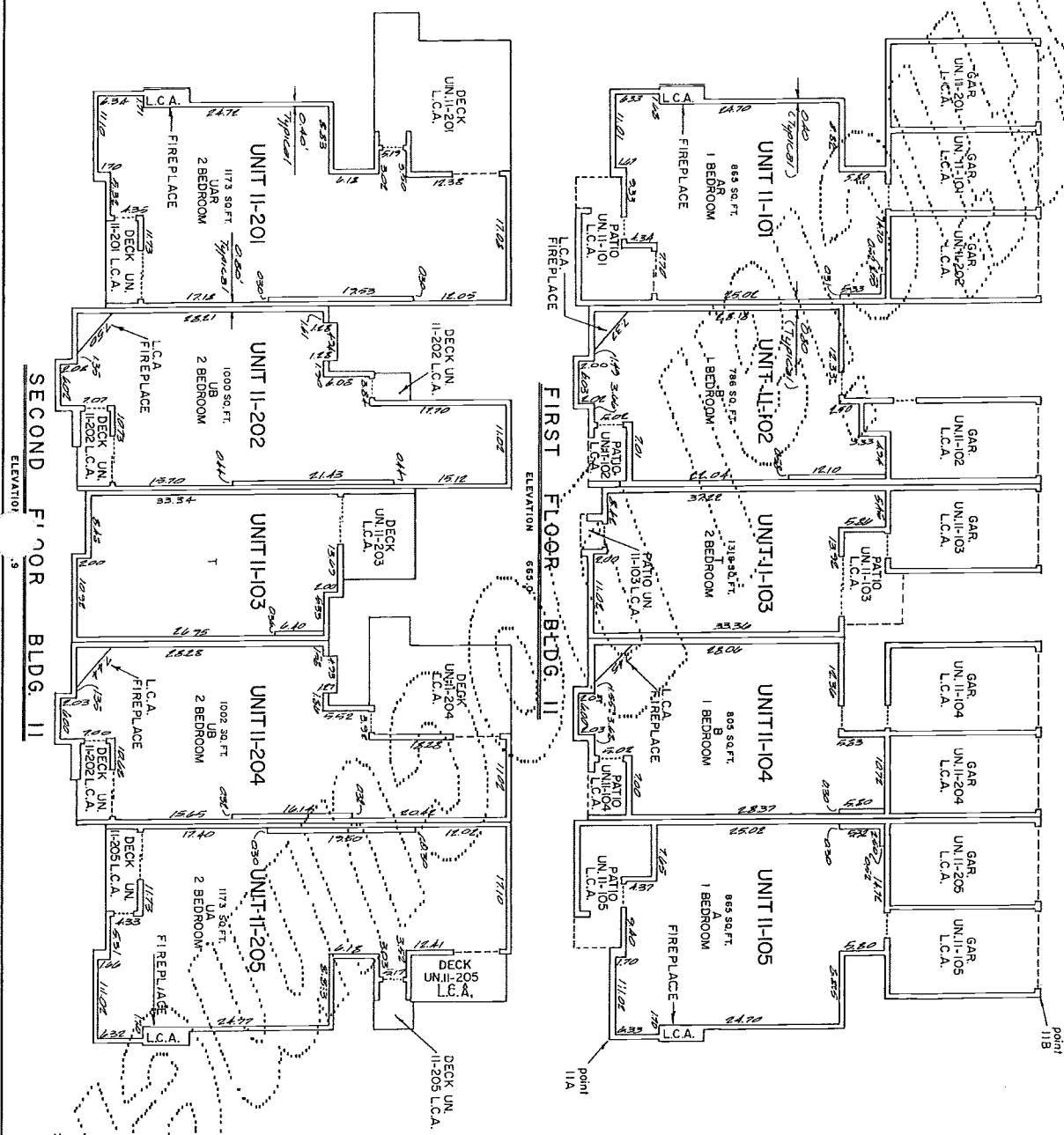


# PHASE I CASCADE VILLAGE PARK A CONDOMINIUM

NW 1/4, NE 1/4, SECTION 14 TWP. 28 N, RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON

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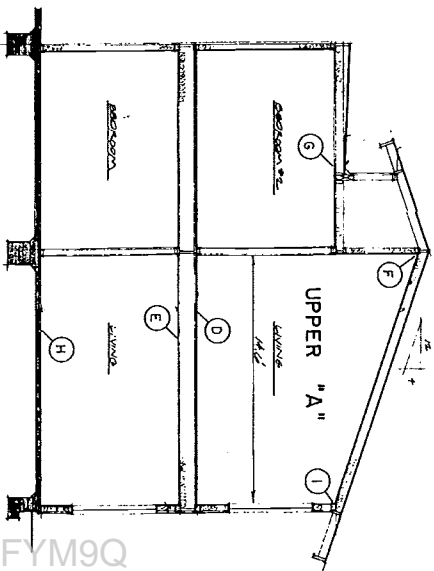
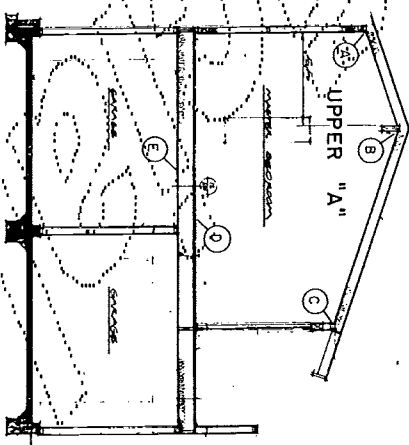
# PHASE I CASCADE VILLAGE PARK

A CONDOMINIUM

NW 1/4, NE 1/4, SECTION 14 TWP. 28 N., RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON

SHEET 10 OF 12

8.5



UNIT "A"

ELEVATIONS	
AREA FLOOR	CEILING
A	12.7
B	20.4
C	16.7
D	8.9
E	7.8
F	22.2
G	16.7
H	0.00
I	17.3



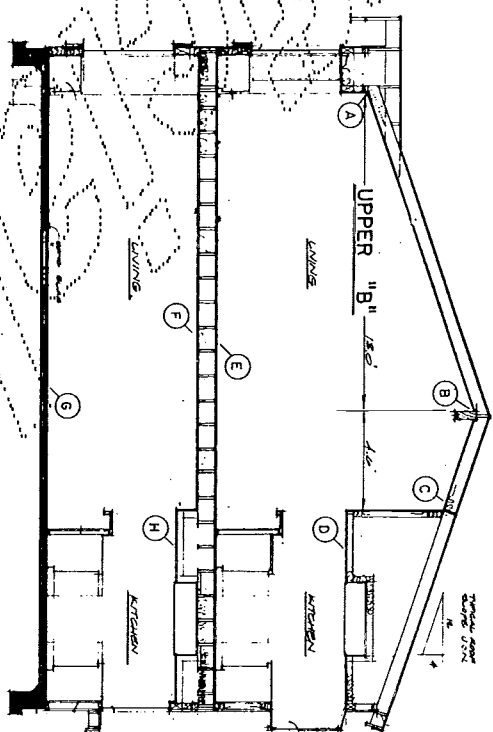
# CASCADE VILLAGE PARK

PHASE I

SHEET 11 OF 12

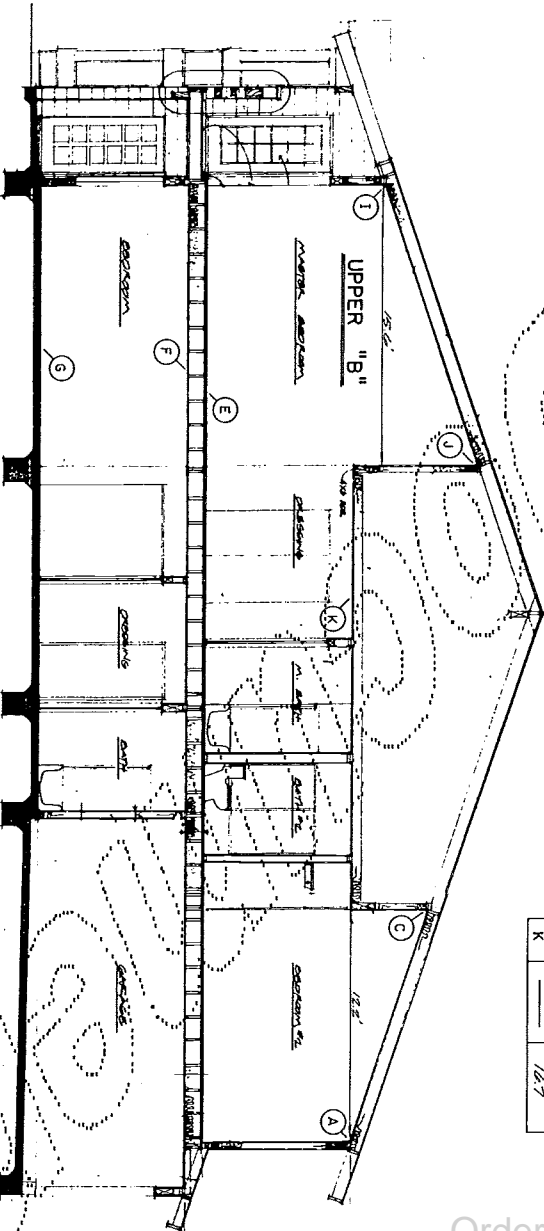
A CONDOMINIUM  
NW 1/4, NE 1/4, SECTION 14 TWP. 28 N., RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON

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UNIT "B"

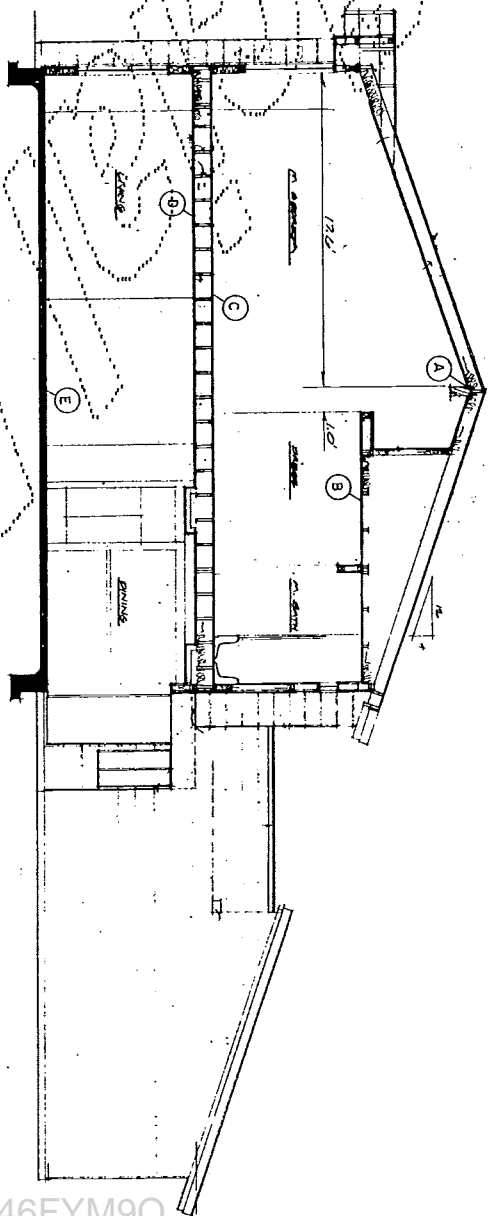
ELEVATIONS	
AREA FLOOR	CEILING
A	14.8
B	22.7
C	8.8
D	11.3
E	8.9
F	7.8
G	0.00
H	7.4
I	18.5
J	23.7
K	14.7



# PHASE I CASCADE VILLAGE PARK

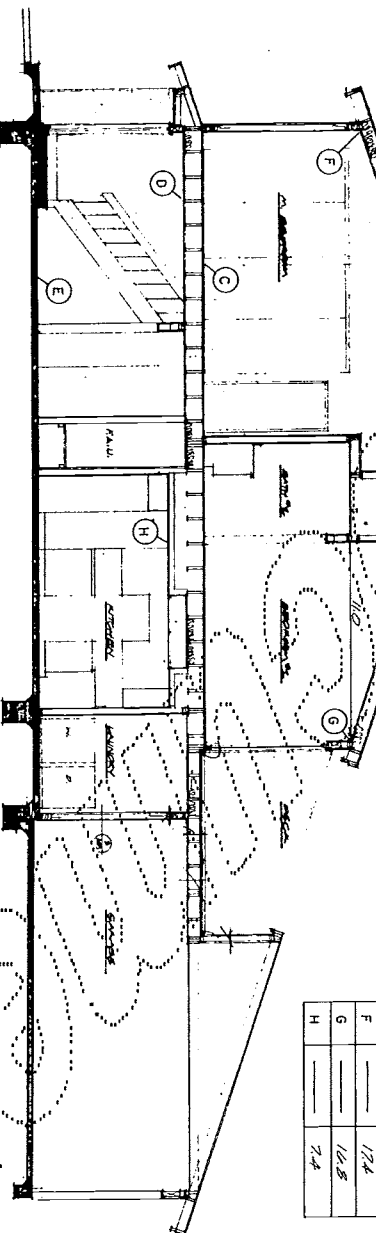
A CONDOMINIUM

NW 1/4, NE 1/4, SECTION 14 TWP. 28 N., RGE. 4 E., WM  
CITY OF EVERETT, WASHINGTON



UNIT "T"

ELEVATIONS	
AREA FLOOR	CEILING
A	22.7
B	16.7
C	5.7
D	7.6
E	0.00
F	17.4
G	16.5
H	7.4



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FIRST AMENDMENT TO SURVEY  
MAP AND FLOOR PLANS AND TO CONDOMINIUM  
DECLARATION OF PHASE I  
CASCADE VILLAGE PARK, A CONDOMINIUM

McKellar Development Corporation, an Oregon corporation, is the Developer of Phase I Cascade Village Park, a Condominium, for which Survey Map and Floor Plans were filed November 10, 1980 in Volume 42 of Plats, pages 76-87 under Auditor's File No. 8011105010 and a Declaration was recorded November 10, 1980 in Volume 1689 of Official Records, pages 2198 to 2271 inclusive under Auditor's File No. 8011100239, records of Snohomish County, Washington;

The legal description contained in said Survey Map and Floor Plans and said Condominium Declaration for Phase I is hereby amended to read as follows:

The South 590 feet of the North 600 feet of Tract 34;  
EXCEPT that portion deeded to the City of Everett under Auditor's File No. 8011100237;  
ALSO, the South 185 feet of the North 600 feet of Tract 35;  
EXCEPT the East 75 feet of the North 75 feet of the South 185 feet of the North 600 feet of said Tract 35;  
AND EXCEPT that portion deeded to the City of Everett under Auditor's File No. 8011100237;  
TOGETHER WITH that portion of vacated 18th Avenue West (Logenberry Lane) that would attach by operational law;  
All in Beverly Berry Tracts Division No. 2, as per plat recorded in Volume 10 of Plats, page 20, records of Snohomish County, Washington.  
Situate in the County of Snohomish, State of Washington.

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