

Declaration-CC&Rs
Wallingford Court Condominium Association

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
Document not for resale
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When recorded mail to

Nicole Breuer
4530 Meridian Ave N #S-10
Seattle, WA 98103



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KING COUNTY, WA

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PAGE001 OF 001

STATUTORY WARRANTY DEED

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THE GRANTOR, Diane Mae Clark, a single person, for adequate consideration in hand paid, conveys and warrants to Nicole Breuer, a single woman, the following described real estate, situated in the County of KING, State of Washington

Unit S-10, Building S, Wallingford Court, a condominium, according to the Condominium Declaration recorded under Recording Number 8507090804, and amendments thereto, if any, and in Volume 76 of Condominiums, page(s) 96 through 98, inclusive, in King County, Washington

TOGETHER WITH PARKING SPACE #16

SUBJECT TO Easements, Restrictions and Reservations of Record which are shown on Attachment A which is attached hereto and incorporated herein by reference without waiving, extending, tolling or renewing any applicable limitation or expiration period appearing in said Attachment

mf. DO
↑

Assessor's Property Tax Parcel/Account Number 913400-0200-08

Approved and Accepted

Nicole Breuer

Nicole Breuer

Dated: February 25, 2004

Diane Mae Clark
Diane Mae Clark

State of Washington)
County of KING) ss

I hereby certify that I know or have satisfactory evidence that Diane Mae Clark is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument

Dated February 26, 2004
B.R. Swan

Notary Public in and for the State of Washington
residing at Seattle

My appointment expires 10/22/05



Public Record

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
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Filed at the Request of, and
After Recording Return to:

Marion Morgenstern
Strichartz Morgenstern, PLLC
201 Queen Anne Ave. N., Suite 400
Seattle, WA 98109



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KING COUNTY, WA

Document Title(s): Amendment to Declaration and Covenants, Conditions, and Reservations for Wallingford Court, a Condominium

Reference Numbers of Related Documents: 8507090804 (Condominium Declaration); 8507090803 (Survey Map and Plans);

Grantor(s): Wallingford Court Association of Apartment Owners

Grantee(s): Wallingford Court Association of Apartment Owners

Legal Description: Wallingford Court Condominium, as described in Survey Map and Plans recorded under King County recording number 8507090803, in Vol. 76 of Condominiums, pages 96 through 98. Further legal description contained in Exhibit A to Declaration and Covenants, Conditions, and Reservations for Wallingford Court, a Condominium, recorded under King County recording number 8507090804.

Assessor's Tax Parcel Number: 913400

DEPARTMENT OF ASSESSMENTS
Examined and approved this 19th day
of May, 2004.
[Signature]
Assessor

By: dianne murdock
Deputy Assessor

**AMENDMENT TO DECLARATION
FOR
WALLINGFORD COURT CONDOMINIUM**

WHEREAS, a declaration entitled Declaration and Covenants, Conditions, Restrictions, and Reservations for Wallingford Court, a Condominium, was recorded under King County recording number 8507090804, as amended (the "Declaration"), together with the Survey Map and Plans recorded in the records of King County, Washington, under Recording No. 8507090803, thereby submitting real estate to the Horizontal Property Regimes Act, Ch. 64.32 RCW; and

WHEREAS, pursuant to Section 21.1 of the Declaration, at a meeting duly called and held prior to the 9th day of March, 2004, not less than a majority of the Board of Directors of Wallingford Court Condominium Association voted to submit this Amendment to Declaration to the owners for their approval;

WHEREAS, pursuant to Section 21.1 of the Declaration, after notice to all of the owners entitled to vote thereon was duly given, the owners of 75.23% of the votes entitled to be cast consented in writing to amend the Declaration as hereinafter set forth; and

WHEREAS, pursuant to Section 21.7 of the Declaration, after not less than thirty (30) days notice to all of the Eligible Mortgagees duly given by first class mail, not less than seventy-five percent (75%) of the Eligible Mortgagees have expressly or impliedly consented to the Amendment of Declaration as hereinafter set forth; and

NOW, THEREFORE, the President and Secretary of Wallingford Court Association of Apartment Owners certify that the Declaration has been amended as follows:

A. Article 1: Interpretation. Article 1.2 is hereby deleted and the following Article 1.2 is substituted in its place:

1.2 Consistent With Act. Except as otherwise specifically defined in the Declaration or amendments thereto, the terms used herein are intended to have the same meaning given in the Act, unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

B. Section 1.9: Definitions. The following new sections are added to Article 1.9:

1.9.18 "**Apartment Owner**" or "**Owner**" means the record owner in fee simple of an apartment, together with an undivided interest in the common areas and facilities in the percentage specified and established in the Declaration.

1.9.19 "**Assessment**" means Common Expenses, and all sums chargeable by the Association against an Apartment including, without limitation: (a) general and special assessments for common expenses, special charges and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees and all costs incurred by the Association in connection with the collection of a delinquent Owner's account or the enforcement of the Association's Governing Documents.

1.9.20 "**Governing Documents**" means the Declaration, the Survey Map and Plans, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, as these documents may be lawfully adopted and/or amended from time to time.

1.9.21 "**Leasing or Renting**" an Apartment means granting a right to use or occupy an Apartment for a specified term or indefinite term (with rent reserved on a periodic basis) in exchange for the payment of rent (money, property, or other goods or services of value), and the occupancy of an Apartment solely by a Person other than its Owner or a Related Party, whether or not rent is paid. Leasing or Renting does not mean or include joint ownership of an Apartment by means of joint tenancy, tenancy-in-common or other forms of co-ownership, or the occupancy of an Apartment by any person who resides in an Apartment with its Owner, whether or not rent is charged therefore.

1.9.22 "**Tenant**" or "**Lessee**" means any renter, tenant, lessee, or other non-owner Occupant of an Apartment that is not occupied by the Apartment Owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

1.9.23 "**Related Party**" means a person who has been certified in a written document filed by an Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner or the lineal descendant or ancestor of any of the foregoing persons, or the officer, director or employee of any Owner which is a corporation, the trustee or beneficiary of any Owner which is a trust, or the partner or employee of an Owner which is a partnership.

1.9.24 "**Occupant**" means a Person who occupies an Apartment as a permanent residence or who stays overnight in any Apartment more than fourteen (14) days in any calendar month or more than sixty (60) days per calendar year.

- C. **Article 11: Use; Regulation of Uses; Architectural Uniformity and Article 12: Common Expenses and Assessments.** Articles 11.1 and 12.13 are hereby deleted in their entirety. The following new Article 11.1 is substituted in their place:

11.1 Residential Use. The buildings and apartments are intended for and restricted to single family residential use and purposes only, on an ownership, rental, or lease basis, and for the common social, recreational, or other reasonable activities normally incident to such use and to such purposes, and also for such additional uses or purposes as are from time to time determined appropriate by the Board.

11.1.1 Leasing of Apartments. The Leasing or Renting of Apartments is governed by the provisions of the Declaration. As used in the Declaration, the terms "to rent," "rental," "renting," "to lease," or "leasing" refer to the Leasing or Renting of an Apartment by its Owner and the occupancy of an Apartment solely by persons other than the Owner, whether or not rent is paid. The rights of the Association and the obligations of an Owner under the terms of the Governing Documents shall apply to any Tenant and to any other person who occupies an Apartment pursuant to a sublease or an assignment of lease.

11.1.2 Purpose. The Restriction on Leasing set forth below is the result of a careful weighing of the benefits and disadvantages of limiting the leasing of Apartments. The Restriction on Leasing derives from the conclusion that the long term best interests of the Owners and the condominium are served by limiting leasing so as to advance the purposes of preserving and enhancing the value of the Condominium and of the individual Apartments. That conclusion, in turn, was arrived at upon careful consideration of important underlying purposes and the relationship between leasing and the achievement of those purposes. Factors which the Board and Owners weighed in the course of concluding that the Declaration should include this Restriction on Leasing include the following:

- ◆ The Condominium is a residential community of separately owned Apartments and Common Areas, which are owned in common. The value of individual condominium Apartments, and of the Condominium, is a function of various factors including:
 - The attractive and harmonious outward appearance of the Apartments, attributable to the pride which Owners take in the outward appearances of the place where one resides;
 - The sense of safety, security and stability which derives from owner occupancy, where the generally longer periods of occupancy attributable to an owner (as compared to a tenant) promotes increased familiarity among residents, a factor in discouraging those crimes which depend for their success upon the relative anonymity of occupants;

- The sense of community which is fostered by a shared common purpose, including a shared perspective that the Condominium is the shared residence of the owners, and not just an "investment" they hold in common;
 - The ability to self-govern, through management by a Board comprised of owner-volunteers, through the widespread volunteer cost-savings efforts of other owners in caring for the upkeep of the condominium property, and through the active interest of owners in voting on matters which, but for such voting, would have to go unaddressed; and
 - The ability to reside harmoniously in such close proximity is dependant, in part, upon a shared understanding of, and commitment to, the duties and obligations arising from the Governing Documents.
- ♦ The value of individual Apartments, and of the Condominium, is a also function of various other external factors, important among them the following:
 - The ability to sell a condominium apartment is dependent, in part, upon the availability of buyer financing which, in turn, is influenced by the existence and extent of leasing activity in the condominium as a whole; and
 - Unchecked investor speculation creates a risk that condominium apartment prices may spiral beyond an Apartment's actual value and operate to place Apartments beyond the financial means of purchasers desiring to purchase an Apartment as their primary residence.
 - ♦ The Leasing of Apartments is believed to conflict with the pursuit of achieving a stabilized community of owner-occupied dwelling Apartments. The Leasing of Units, among other things, introduces occupancy of a more transient, less committed, nature which:
 - Removes "pride of ownership" as a self-regulating driver of Apartment maintenance activity;
 - Diminishes the sense of safety, security and stability which derives from owner occupancy of Apartments;
 - Diminishes the sense of community which is fostered by a shared common purpose derived from the perception of shared ownership of a residence;

- Diminishes the ability to self govern;
- Diminishes the self-regulatory benefits of a shared understanding of, and commitment to, the duties which the Governing Documents impose; and
- Increases the risk that real estate investor speculation may, in the long run, undermine the goal of promoting a stable community of owner-occupied Apartments.

11.1.3 Restriction on Leasing. Except as provided in Sections 11.1.9 (Authority to Grant Waivers) and 11.1.19 (Pre-Existing Leases), the maximum number of Apartments in the condominium that can be Leased or Rented at any one time shall not exceed five (5) Apartments (the "Rental Ceiling").

11.1.4 Minimum Period of Owner Occupancy Required. It is the intent of the Owners that the Apartments shall hereafter be acquired for occupancy by their Owners. In order to discourage the acquisition of Apartments for investment or rental purposes, no Owner shall be permitted to rent or lease his or her Apartment during the one (1) year period after he or she has acquired title thereto except as provided in 11.1.9 below. If a person acquires an Apartment through inheritance, that person shall be deemed to have owned and occupied that Apartment during the period which the decedent owned and occupied the Apartment.

11.1.5 Entire Apartment. No owner may lease or rent less than the entire Apartment.

11.1.6 No Transient Purposes. With the exception of a lender in possession of a condominium apartment following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, no Owners shall be permitted to lease or rent an Apartment for hotel or transient purposes, which are defined as Leasing for any period less than thirty (30) days. In addition, an Owner who does not occupy an Apartment as a primary residence shall not allow the Apartment to be used for the overnight accommodation of employees or business invitees on a temporary or transient basis.

11.1.7 Minimum Lease Term. A lease or rental agreement must have a minimum initial term of one year.

11.1.8 Exemption For Mortgagee In Possession. A mortgagee which acquires fee title to a condominium apartment may Lease its apartment and shall, in so doing, comply with any rule adopted pursuant to Section 11.1.16 below.

11.1.9 Authority to Grant Waivers. The Board may grant waivers of the Restriction on Leasing set forth above for up to one year at a time ("a Waiver") if: (a) the Restriction on Leasing results in a substantial hardship on an Owner such that a waiver is warranted in view of the Owner's particular circumstances; or (b) an Owner's particular circumstances result in the Owner's temporary absence from an Apartment; and (c) if granting the Waiver is consistent with the purpose and intent of the Restriction on Leasing.

11.1.10 Rental Waiting List. The Board shall maintain a list of Owners, on a first come, first served basis, who desire to Rent or Lease their Apartments (the "Rental Waiting List"). Owners who wish to be placed on the Rental Waiting List must notify the Board or the Association's managing agent in the form and manner established by the Board. Each Owner who has rented his or her Apartment must provide the Board with written notice of the expiration and non-renewal or termination of the Lease within ten (10) days of the date that the Owner learns of the expiration and non-renewal or other termination of the Lease.

(a) Provided the Owner has timely given the notice required above, an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, will have sixty (60) days from the date of that expiration and non-renewal or termination to request the Association's consent to a new Lease. If the Owner does not request or obtain the Association's consent for a new Lease during this sixty (60) day period, the Owner's name will be placed on the bottom of the Rental Waiting List, and no Lease shall be approved for that Owner's Apartment until all other Owners whose names have been added to the Rental Waiting List have been given the opportunity to rent or lease their apartments.

(b) If an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, does not request or obtain the Association's consent for a new Lease pursuant to the above provisions, the Association must notify the Owner in the first position on the Rental Waiting List in writing of the opportunity to apply for the Association's consent to a Lease. This opportunity to rent or lease shall be available to the Owner in first position on the Rental Waiting List for a period of sixty (60) days from the date of the Association's written notice to that Owner. If no request for approval to Lease is submitted during this sixty (60) day period, the name of the Owner in first position on the Rental Waiting list will be placed at the bottom of the Rental Waiting List, and the opportunity to rent shall be offered to the next highest person on the Rental Waiting List.

11.1.11 Lease Requirements. All Leases and rental agreements shall be in writing. All Owners intending to lease their Apartments shall also comply with the notification requirements set forth in Section 11.1.14 below. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences in accordance with Section 11.1.12. Any lease or rental agreement of an Apartment must provide that its terms shall be subject in all respects to the provisions of the Governing Documents (including the Declaration, Bylaws and rules and regulations of the Association) and that any failure by the Tenant to comply with the terms of the Governing Documents shall be a default under the Lease or rental agreement. If any Lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the Tenant by reason of their being stated in this Declaration.

11.1.12 Lease Approval. Before an Apartment can be leased or rented and before a previously approved Lease can be renewed, an Owner must comply with the Tenant Screening requirements established by the Board, if any, and must submit to the Association a valid and binding Lease, executed by both the Owner and the proposed Tenant, with a term commencing within thirty (30) days of the date of execution of the Lease, contingent only on the approval of the Association, together with a request for the written consent of the Association in the form established by the Board. The Association shall consent to the Lease within thirty days (30) days of receipt of the Owner's request for lease approval and Lease if:

- (a) The Owner has complied with the requirements of the Governing Documents concerning Leasing;
- (b) In the case of a renewal, the Tenant is in strict compliance with all of the provisions of the Governing Documents, and has not been found to be in violation of the Governing Documents, following notice and an opportunity to be heard, more than once during the immediately preceding year;
- (c) The Lease complies with the requirements of the Declaration; and
- (d) The Rental or Lease of the Apartment would not cause the total number of all Rented or Leased Units to exceed five Apartments; provided that the Association may grant a Waiver as provided for in Section 11.1.9 even though a Waiver may temporarily cause the number of Leased or Rented Units to exceed the Restriction on Leasing until the next rental vacancy occurs.

The Association's authority to consent to or disapprove a Lease is subject to the following additional provisions:

- (a) The Association shall not withhold consent for an Owner and Tenant to renew a Pre-Existing Lease meeting the requirements of Section 11.1.19 (Pre-Existing Leases) merely because the number of Leased or Rented Units is equal to or greater than the Restriction on Leasing; and
- (b) The Association shall not withhold consent for a Mortgagee in possession of an Apartment following a default in its mortgage or a foreclosure, or from a successor in interest to such Mortgagee, where such Mortgagee or a purchaser at a foreclosure sale first obtains possession subsequent to the date of recording of this Amendment, to Rent or Lease an Apartment merely because such rental or leasing would cause the number of Leased or Rented Apartments to exceed five Apartments.

11.1.13 Tenant Screening and Selection. The Board may adopt a rule that requires any Owner desiring to rent an Apartment to have any prospective Tenant screened, at the Owner's cost, by a tenant screening service designated or approved by the Board and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. The information received by the Board from the tenant screening service shall be treated in accordance with the requirements of the Federal Fair Credit Reporting Act and all other applicable state and federal laws, and shall be considered confidential. Information received from the tenant screening service shall not be disclosed to the prospective tenant or to any other person not permitted to access that information by the tenant screening service. Neither the Association nor the Board shall evaluate the information provided by the tenant screening service or make a determination or recommendation regarding the suitability of any prospective tenant. It is the sole responsibility of an Owner to select a suitable and appropriate tenant.

11.1.14 Notices Regarding Occupancy Changes. The presence and movement of Persons in an out of Apartments shall be governed by the provisions of this Section. All Tenants and Occupants occupying Apartments must be registered with the Association. As used in this Section, the term Registration means the filing by an Owner with the Board, or its authorized representative, a written statement setting forth the following information:

- The name, telephone numbers, and correct street address of the Owner of the Apartment;

- The apartment number and names and telephone numbers of all Tenants or Occupants of the Apartment other than the owner;
- The number of parking spaces allocated to the Apartment and the make and license number of the vehicles to be parked in those spaces;
- The number of the storage spaces allocated to the Apartment; and
- Any other information regarding the Tenant or Occupant which is reasonably required by the Board.

All owners must register new Tenants or Occupants with the Board at the time those persons move in to an Apartment or within five (5) days of meeting the definition of the term "Tenant" or "Occupant" as used in this Amendment. All owners shall advise the Board or its authorized representative of any changes in the registration information required to be provided in this Section on a current basis. In addition, all Tenants and Occupants shall provide the Board or its authorized representative with reasonable prior notice of the date on which they expect to move into or out of an Apartment.

11.1.15 Rental Processing Fees. The Board is authorized to establish and charge reasonable fees in connection with the Rental or Leasing of Apartments, for maintaining Tenant information and the Rental Waiting List, and Tenant screening to defray the added administrative costs of such activities. Rental processing fees shall be collectable as a special Assessment against the Apartment and its Owner.

11.1.16 Board Authorized To Further Regulate Leasing. Leasing of Apartments, to the extent permitted by this Amendment, impacts the Association in various ways, including, but not limited to, the following: (1) The Association's budget depends in part upon payments from owners whose ability to pay assessments depends, in turn, upon their tenants'/lessees' timely payment of rental obligations; (2) the safety and security of the condominium premises depends in part upon the Association's ability to distinguish between persons with, and persons without, rights to be on the Condominium premises; and (3) the preservation of harmonious relations between persons residing in close association with and proximity to one another depends in part upon ensuring that all persons residing at the Condominium are made aware of, and held accountable to, the obligations created by the Governing Documents. The Board is therefore authorized to adopt reasonable rules relating to and governing any and all aspects of the Leasing of Apartments so as to minimize or manage the impacts of Leasing on the efficient and effective management of the Association.

Rules that the Board is authorized to create and enforce include, without limitation, rules:

- (a) Defining the meaning(s) of terms contained in the Governing Documents concerning the Leasing of Apartments;
- (b) Requiring payment by an owner of a security deposit in an amount which the Board, in its sole discretion, determines to be reasonable to cover possible move-in and/or move-out damage to the common areas and facilities.
- (c) Requiring that Tenants and Occupants be furnished with copies of the Association's Governing Documents and establishing a reasonable charge in the event the Association provides copies of Governing Documents to Tenants;
- (d) Requiring tenant-screening, including, without limitation, establishing the nature of screening required.
- (e) Requiring Tenants and Occupants to secure and maintain renter's insurance.

11.1.17 Assignment of Rent to Association. If an Apartment is Leased or Rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Apartment are more than thirty (30) days delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Apartment owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association, including interest and costs of collection; provided that the Board shall not exercise this power where a receiver has been appointed with respect to an Apartment or Owner; nor in derogation of the exercise of any Lender's rights to receive rent. The Tenant shall have no right or duty to question payment to the Association and the Tenant's payment to the Association shall discharge the Tenant's obligation to pay rent to the Owner, to the extent of the amount paid by the Tenant to the Association. No demand or acceptance of rent under this section shall be deemed to be a consent or approval of the Lease or Rental of the Apartment or a waiver of the obligations imposed by the Governing Documents on an Owner, Tenant, or Occupant. If a Tenant fails or refuses to pay rent to the Association as provided for in this section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under RCW 59.12.030, and the costs and attorneys' fees incurred by the Association in connection with that action shall be collectable from the Tenant in

that action, and from the owner of the Apartment in the same manner as any other Assessment.

11.1.18 Enforcement Against Tenants and Occupants. If, after notice and an opportunity to be heard, a Tenant or Occupant occupying an Apartment fails to comply with a provision of the Governing Documents or a decision of the Board then, in addition to all other remedies available to the Association, the Board may notify the owner of the Apartment of the violation and demand that the violation be remedied through the Owner's efforts within ten (10) days after the Board's notice to the Owner. If the violation is not remedied within the ten (10) day period, or if the Tenant or Occupant has been found to be in violation of the Governing Documents, following notice and opportunity to be heard, more than twice during the immediately preceding one (1) year period, then the Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act, or any successor statute, on account of the violation. The action shall not be compromised or settled without the prior written approval of the Board. If the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute the action as attorney-in-fact for the Owner and at the owner's sole cost. Neither the Board nor the Association's manager shall have any liability to an owner, Tenant, or Occupant for any eviction made in good faith. The costs of the action including, without limitation, attorneys' fees and any costs incurred in connection with that action, shall be recoverable from the Tenant and shall, in addition, be deemed to constitute an Assessment secured by a lien on the Apartment and a personal obligation of the Owner, and may be collected and foreclosed by the Association in the manner described in the Declaration. Each Owner hereby automatically and irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact for the purposes described in this Section.

11.1.19 Pre-Existing Leases. Within thirty (30) days from the date of notification to all Owners that this Amendment has been adopted, each Owner who has rented or leased an Apartment to a Tenant who occupied the Apartment prior to the date on which this Amendment was adopted shall file a copy of the Lease or Rental agreement for that Apartment with the Association. A Lease or Rental agreement in effect on that date and submitted as required in this Section will be referred to as a "Pre-Existing Lease." Any Tenant occupying an Apartment pursuant to a Pre-Existing Lease will be permitted to renew his or her Lease after the effective date of this Amendment notwithstanding the Restriction on Leasing set forth in Section 11.1.3 above, provided that a copy of the Pre-Existing Lease is filed with the Association within the time period provided for in this Section and any subsequent renewals are submitted to the Association for approval prior to the expiration of the Lease term then in effect. The assignment or subletting of an apartment by a Tenant or the sale of the Apartment by the Owner shall terminate the right to renew a Pre-Existing Lease under this Section.

- D. **Article 16: Compliance with Declaration.** Sections 16.1 and 16.2 are deleted in their entirety and the following new sections are substituted in their place:

16.1 Strict Compliance. Each Owner, Tenant, and other Occupant of an Apartment shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board made or adopted as provided in the Governing Documents ("Board Decisions"). The acceptance of a deed or conveyance or entering into occupancy of any Apartment shall constitute an agreement that the provisions of the Governing Documents are accepted and ratified by the Owner, Tenant, or other Occupant. All provisions of the Governing Documents shall be deemed and accepted by each Owner, Tenant and other Occupant as covenants running with the land, and shall bind any person having any interest or estate in an Apartment, as though the provisions were recited in full in each and every deed, conveyance or Lease of the Apartment.

16.2 No Waiver of Strict Performance. The Board shall exercise business judgment in determining what action to take in the enforcement of the Governing Documents. The failure of the Board in any instance to insist upon the strict performance of any of the terms or provisions of the Governing Documents, or to exercise any right or option contained therein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of any term or provision of the Governing Documents. The receipt by the Association of payment of an Assessment from an Owner, with knowledge of any breach by the Owner, shall not be deemed a waiver of that breach. No waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the Board.

16.3 Enforcement. The failure of an Owner, Tenant, or other Occupant to comply with a provision of the Governing Documents or with a Board Decision shall be grounds for an action maintainable by the Association acting through the Board on behalf of the Owners, or by an aggrieved Owner to recover sums due for damages, which shall include, without limitation, any fines levied by the Board, and any costs and reasonable attorneys' fees incurred by the Association in connection with its enforcement action. Any such failure shall also be sufficient grounds for the granting of injunctive relief in an action brought by the Association or by an aggrieved Owner, without the requirement that irreparable harm be proven as a prerequisite to the granting of injunctive relief.

Nothing contained in the Governing Documents shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate.

16.4 Recovery of Attorneys' Fees and Costs. In any action brought to enforce a provision of the Governing Documents or a Board Decision, including appeal or enforcement of a judgment, the prevailing party shall be entitled to recover its costs and a reasonable sum for attorneys' fees incurred in connection with the enforcement action, whether or not the enforcement action results in suit being commenced or prosecuted to judgment. If the enforcement action is commenced by the Association, all such attorneys' fees and costs shall constitute a personal obligation of, and an Assessment secured by a lien on the Apartment owned by, the non-prevailing party against whom enforcement action has been taken.

E. Effective Date

This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provisions contained in the Declaration and in other amendments thereto, the Bylaws, and the Rules and Regulations of the Association. Except as amended by this instrument, the Declaration, Bylaws and Rules and Regulations shall remain in full force and effect.

DATED this 4th day of May, 2004, and ATTESTED that the above amendment was properly adopted.

WALLINGFORD COURT ASSOCIATION
OF APARTMENT OWNERS,

By: 

Dorothy Berg
Its: President

WALLINGFORD COURT ASSOCIATION
OF APARTMENT OWNERS,

By: 

(Signature)

Douglas H. Kulgere
(Printed Name)

Its: Secretary

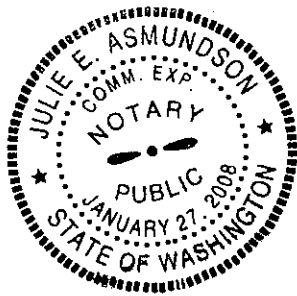
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of May, 2004, personally appeared before me DOROTHY BERG, known to me to be the PRESIDENT of the Wallingford Court Association of Apartment Owners, the condominium association that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the purposes and uses therein mentioned, and on oath stated that she was authorized to execute the instrument on behalf of the Association.

DATED this 10th day of May, 2004.



Julie E. Asmundson
(Signature)
Julie E. Asmundson
(Printed Name)
Notary Public in and for the State of Washington,
residing at 7001 Stone Way N.
My commission expires: 1/27/08

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 5th day of May, 2004, personally appeared before me Douglas H. Kilgore, known to me to be the SECRETARY of the Wallingford Court Association of Apartment Owners, the condominium association that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the purposes and uses therein mentioned, and on oath stated that s/he was authorized to execute the instrument on behalf of the Association.

DATED this 5th day of May, 2004.

Betsy J. Harris
Notary Public
State of Washington
Commission Expires
June 15, 2005

Betsy J. Harris
(Signature)
Betsy J. Harris
(Printed Name)
Notary Public in and for the State of Washington,
residing at 9043 10th S.W. Seattle WA
My commission expires: June 15, 2005

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Seattle, WA. 98122

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DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
WALLINGFORD COURT, a Condominium

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Pursuant to the Act defined in Section 1.9.1 and for the purpose of submitting the real property hereinafter described to the provisions of said Act, the undersigned, being sole owner of the Property, makes the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any apartment in the horizontal property regime created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, state covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Property and upon each apartment as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of apartments under security instruments.

ARTICLE 1
INTERPRETATION

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

1.2 Consistent with Act. The terms such as, but not limited to, "apartment," "apartment owner," "association of apartment owners," "building," "common areas and facilities," "common expenses," "land," "limited common areas" and "property" used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

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1.4 Apartment and Building Boundary. In interpreting the Survey Map and Plans, the existing physical boundaries of the buildings and each apartment, as constructed, shall be conclusively presumed to be its boundaries.

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

1.6 Declarant is Original Owner. Declarant is the original owner of all apartments and Property and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described apartments are filed of record.

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

1.8 Inflationary Increase in Dollar Limits. The dollar amounts specified in Articles 10, 13, 14 and 18 may, in the discretion of the Board, be increased proportionately by the increase, if any, in the Consumer Price Index for the Seattle-Everett area, being the All Item Index for All Urban Consumers, prepared by the United States Department of Labor for the base period, July, 1984 to adjust for any inflation in the value of the dollar. The July, 1984 index is 314.3.

1.9 Definitions.

- 1.9.1 "The Act" shall mean the Horizontal Property Regimes Act of Washington, Laws of 1963, Chapter 156 (RCW Chapter 64.32) as amended.
- 1.9.2 "Association" shall mean the association of apartment owners provided for in Article 9.
- 1.9.3 "Board" shall mean the Board of Directors of the Association provided for in Section 10.1.
- 1.9.4 "Bylaws" shall mean the Bylaws of the Association provided for in Section 9.5.
- 1.9.5 "common areas" shall mean those portions of the condominium property (including the land described in Schedule A and improvements thereto) as provided in Article 6 as limited by Article 7.
- 1.9.6 "Declarant" shall mean the undersigned (being the sole owner, lessee or possessor of the property, including the land described in Schedule A thereto).

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- 1.9.7 "Declaration" shall mean this declaration and any amendments thereto.
- 1.9.8 "Eligible Mortgagees" shall mean those holders, or their designees, of a first mortgage or deed of trust on an apartment, who have provided a written request to the Association, to be notified on any proposed action which requires the consent of a specified percentage of the Eligible Mortgagees (based upon one vote for each first mortgage owned).
- 1.9.9 "interior surfaces" (where that phrase is used in defining the boundaries of apartments or limited common areas) shall 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 said apartment or limited common area, shall be deemed a part of said apartment or limited common area.
- 1.9.10 "limited common areas" shall mean those portions of the common areas as provided in Article 7.
- 1.9.11 "mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against an apartment and shall also mean a real estate contract for the sale of an apartment.
- 1.9.12 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on an apartment created by a mortgage and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of an apartment. A mortgagee of the condominium and a Mortgagee of an apartment are included within the definition of Mortgagee.
- 1.9.13 "mortgage foreclosure" shall include a deed of trust sale, a deed given in lieu of such foreclosure or sale and a forfeiture of a real estate contract.
- 1.9.14 "mortgagee of an apartment" shall mean the holder of a mortgage on an apartment, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "mortgagee of an apartment" shall also be deemed to include the mortgagee of the condominium.
- 1.9.15 "mortgagee of the condominium" shall mean 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 apartments.

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1.9.16 "person" shall include natural persons, partnerships, corporations, associations and personal representatives.

1.9.17 "Property" shall mean the land, the building, all improvements and structures now or hereafter placed on the land described in Schedule A hereto, as well as all easements, rights and appurtenances belonging thereto, none of which shall be considered as a security or security interest, and all articles of personalty intended for use in connection therewith.

ARTICLE 2
DESCRIPTION OF LAND

2.1 Description of Land. The land on which the buildings and improvements provided for in this Declaration are located is described in Schedule A attached hereto.

ARTICLE 3
DESCRIPTION OF BUILDINGS AND IMPROVEMENTS

3.1 Apartment Buildings. A description of the principal materials of which the apartment buildings are constructed, the number of apartment floors in each building and the number of apartments, storage lockers and parking spaces is set forth in Schedule B attached hereto.

3.2 Recreational Facilities. A description of the recreational facilities, if any, included within the condominium project is set forth in Schedule B attached hereto.

ARTICLE 4
DESCRIPTION OF APARTMENTS, LOCATION,
AREA AND NUMBER OF ROOMS

4.1 Apartment Location. Each apartment, parking space and storage locker is identified by a letter and/or number. The exact location of each apartment, parking space and storage locker is shown in the Plans filed in conjunction herewith.

4.2 Apartment Description. In Schedule C attached hereto, each apartment is described by apartment number, floor location, kind and number of rooms in the apartment, deck, lanai, patio, or yard, if any, and total square foot floor area of apartment.

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ARTICLE 5
ACCESS

5.1 Access to Commons Ways. Each apartment has direct access to common area stairways, walks, parking areas and driveways.

5.2 Access to Public Streets. The common areas have a direct access to the public street(s) identified in Schedule B.

ARTICLE 6
DESCRIPTION OF COMMON AREAS AND FACILITIES; CERTAIN
ITEMS MAY BE MADE OWNER'S RESPONSIBILITY

6.1 Except as otherwise specifically reserved, assigned or limited by the provisions of Article 7 hereof, the common areas and facilities consist of the following:

6.1.1 The land described in Schedule A.

6.1.2 The windows, roofs, foundations, columns, girders, studding, joists, beams, supports, walls (including non-bearing interior partitions of apartments), chimneys and fireplaces, if any, and all other structural parts of the buildings, to the interior surfaces of the apartments' perimeter walls, floors, ceilings, windows, and doors; that is, to the boundaries of the apartments as the boundaries are defined in the Act, and any replacements thereto.

6.1.3 Installation of central services, if any, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating; pipes, conduits, and wires, wherever they may be located whether in partitions or otherwise; elevator shafts, tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use.

6.1.4 The driving areas which provide access to the limited common areas for parking, and any guest parking or other parking areas not assigned to apartments.

6.1.5 The yards, gardens, landscaped areas and walkways which surround and provide access to the building or are used for recreational purposes.

6.1.6 The lobbies, halls, corridors, stairways, stairs, entrances and exits of the buildings, not within the individual apartments; storage lockers and parking spaces not assigned to individual apartments.

6.1.7 Premises for the lodging or use of persons in charge of or maintaining the property, if any.

6.1.8 All other parts of the property, other than the apartments, necessary or convenient to its existence, maintenance and safety of the property or normally in common use.

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6.1.9 Certain items which could ordinarily be considered common areas, such as, but not limited to, screen doors, window screens, awnings, storm windows, planter boxes, and the like, may, pursuant to decision of a majority of owners and specification in the Bylaws or administrative Rules and Regulations, be designated as items to be furnished and maintained by apartment owners at their individual expense, in good order, according to standards and requirements set by the Board by Rule, Regulation or Bylaw.

ARTICLE 7
DESCRIPTION OF LIMITED COMMON AREAS; EASEMENTS FOR
EXCLUSIVE USE RESERVED FOR CERTAIN APARTMENTS

8507090804 7.1 Limited Common Areas. The limited common areas and facilities are reserved for the exclusive use of the owner or owners of the apartment or apartments to which they are adjacent or assigned and consist of:

7.1.1 The patio or deck, if any, which is adjacent to each apartment as more particularly shown and designated as a limited common area on the Survey Map and Plans; the boundaries of said patio or deck being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio or deck; provided, that, if no such fence, curb or other enclosure exists, then the boundary of such limited common area shall be as depicted on the Survey Map and Plans.

7.1.2 The parking space which is assigned to each apartment by the Declarant pursuant to Section 7.2, as more particularly shown in Schedule C. The boundaries of a parking space being defined by the interior surfaces of the walls, floor and striping enclosing said parking space.

7.1.3 The storage locker which is assigned to each apartment by the Declarant, subsequent to the recording of this Declaration, pursuant to Section 7.2. The boundaries of such storage locker being defined by the interior surfaces of the top, bottom, door and sides of such storage locker.

7.2 Parking, Etc., Assignment. The total number of parking spaces is twenty-two (22) and storage lockers is twenty (20). The owner of each apartment has the unqualified right to use at least one parking space and storage locker, which will be assigned in the following manner. Declarant reserves the right to make the initial assignment of storage lockers and parking spaces to each apartment, as referred to in Sections 7.1.2 and 7.1.3, such assignment being made in this Declaration, or an amendment to this Declaration or by designation contained in the initial apartment deed, contract, or other conveyance executed by Declarant. With respect to each apartment, Declarant shall make such assignment prior to or contemporaneously with the closing of the sale of such apartment by Declarant. Once all apartments are sold, the balance of any parking spaces or storage lockers, if any, not so assigned to specific apartments 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.

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7.3 Transfer of Parking Rights, Etc. After the initial assignment, an apartment owner may rent or lease the parking space and/or storage locker assigned to that apartment to any other apartment owner; provided, that the rental or lease term shall automatically expire on the date the lessor/apartment owner disposes of its interest in the apartment (whether such disposition is by deed, contract, foreclosure or otherwise); and provided further, that the Board shall be notified in writing of the existence of any such rental or lease arrangement. In addition, any two apartment owners may exchange either on a permanent or temporary basis, the parking spaces assigned to their respective apartments; provided, any such exchange made on a permanent basis, shall be made by a jointly executed instrument in recordable form approved by the Board and by the Eligible Mortgagee of each such apartment.

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ARTICLE 8
VALUE AND PERCENTAGE OF UNDIVIDED INTEREST
IN COMMON AREAS

The value of the entire Property and the values and percentages of interest for each apartment are expressed in Schedule D attached hereto. Each apartment includes all the limited common areas appertaining thereto and the percentage of undivided interest in the common areas appertaining thereto. The percentages of interest for each apartment expressed in Schedule D shall be the percentage used for all purposes, including voting. The values expressed in Schedule D are schedules to establish the percentages required by the Act and do not reflect, necessarily, the amount for which an apartment will be sold, from time to time, by Declarant or others.

ARTICLE 9
OWNERS' ASSOCIATION

9.1 Form of Association. Initially the Association may be an unincorporated association. The Board, or Declarant until such time as the initial Board 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 being necessary, 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 of this Declaration.

9.2 Membership.

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

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

9.3 Voting.

9.3.1 Number of Votes. The total voting power of all owners shall be 100 votes and the total number of votes available to owners of any one apartment shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to such apartment.

9.3.2 Voting Owner. There shall be one (1) voting representative for each apartment. Declarant shall be considered an "owner" as that term is used herein, and shall be the voting representative, with respect to any apartment or apartments owned by Declarant. If a person, including Declarant, owns more than one apartment, he shall have the votes for each apartment owned. The voting representative shall be designated by the owner or owners of each apartment by written notice to the Board, and need not be an owner. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in an apartment, or by actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in the apartment. This power of designation and revocation may be exercised by the guardian of an apartment owner, and the administrators or executors of an owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each apartment shall be the group composed of all of its owners.

9.3.3 Joint Owner Disputes. The vote for an apartment 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 should 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 apartment, none of said votes shall be counted and said votes shall be deemed void.

9.3.4 Pledged Votes. If an owner is in default under a first mortgage on the apartment for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the apartment owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record owner or owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded mortgage, or to the vendor under a duly recorded real estate contract, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the

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written consent of all the voting owners and their respective Mortgagees and vendors, if any.

9.4 Meetings, Audits, Notices of Meetings.

9.4.1 Annual Meetings, Audits. There shall be an annual meeting of the owners in the first quarter of each calendar year, or such other fiscal year as the Board may by resolution adopt, at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented an audit of the common expenses, itemizing receipts and disbursements for the preceding fiscal year, and the allocation thereof to each owner, and the estimated common expenses for the coming fiscal year. The Board at any time, or by written request of owners having at least forty percent (40%) of the total votes, may require that an audit of the Association and management books be presented at any special meeting. An apartment owner, at his own expense, may at any reasonable time make an audit of the books of the Board and Association.

9.4.2 Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which by the terms of the Act or of this Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the president of the Association upon the decision of the president, upon a request signed by a majority of the Board, or by written request by the owners having at least forty percent (40%) of the total votes. The notice of meeting shall be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, the time and place of the meeting, and in general the matters to be considered.

9.5 Bylaws of Association.

9.5.1 Adoption of Bylaws. Bylaws for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration, shall be adopted by the Association upon concurrence of those voting owners holding sixty percent (60%) of the voting power at a regular or special meeting. Notice of the time, place and purpose of such meeting shall be delivered to each apartment owner at least ten (10) days prior to such meeting. Amendments to the Bylaws may be adopted by the same vote at a regular or special meeting similarly called or as shall otherwise be provided in the Bylaws. Declarant may adopt the initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws shall be deemed to contain provisions identical to those provided in this Article 9, and may contain supplementary, not inconsistent, provisions regarding the operation of the condominium and administration of the Property. The Bylaws shall establish such provisions for quorum, ordering of meetings, and details regarding the giving of notice as may be required for the proper administration of the Association and the Property.

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ARTICLE 10
MANAGEMENT OF CONDOMINIUM

10.1 Management by Declarant. Control of the Association shall become vested in the purchasers of the apartments at the earliest of the following dates: (a) a date three (3) years from the date of the first conveyance of an apartment; (b) a date not more than 120 days from the date on which Declarant shall have closed the sales of seventy-five percent (75%) of the apartments; or (c) the date on which Declarant elects to permanently relinquish all of his authority under this Section 10.1 by written notice to all owners. Prior to control vesting in the purchasers of the apartments as set forth above, the Property shall be managed and the Association organized, in the sole discretion of the Declarant, as follows:

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10.1.1 So long as no temporary board is then entitled to exercise management authority under Section 10.1.2, Declarant, or a managing agent selected by Declarant, shall have the power and authority to exercise all the rights, duties and functions of the Board, including but not limited to enacting reasonable administrative rules, contracting for required services, property and liability insurance, and collecting and expending all assessments and Association funds. The Declarant, or any such managing agent, shall have the exclusive right to contract for all goods and services, payment for which is to be made from any common or maintenance funds. Provided, however, Declarant shall not have the power to bind the Association to any contract, unless such contract shall provide that the Association may terminate that contract, without penalty, upon giving advance notice of ninety (90) days or less.

10.1.2 Declarant may at such times as Declarant deems appropriate select a temporary board of adequate size to handle the affairs of the Association, comprised of persons who need not be owners of apartments. This temporary board shall have the full authority and all rights, responsibilities, privileges and duties to manage the condominium under this Declaration and the Bylaws, and shall be subject to all provisions of the Declaration and Bylaws; provided, that, after selecting any such temporary board, Declarant in the exercise of his sole discretion may at any time terminate such temporary board and reassume his management authority under Section 10.1.1 or select a new temporary board under Section 10.1.2.

10.1.3 These requirements and covenants are made in order to assure that the Property and condominium will be adequately administered in the initial phases of development, and to assure an orderly transition to Association operations.

10.2 Management by Board. At the expiration of Declarant's management authority under Section 10.1, administrative power and authority shall vest in a Board of Directors elected from among the apartment owners. The number of directors shall be specified in the Bylaws and shall be sufficient to adequately handle the affairs of the Association. The Board may delegate all or any portion of its administrative duties to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the Bylaws. All Board positions shall be open for election at the first annual meeting after the period of Declarant's authority under Section 10.1 ends. The Board shall elect a

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g. Maintenance and repair of any apartment, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the common areas or preserve the appearance and value of the condominium development, and the owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the owner or owners; provided that the Board shall levy a special charge against the apartment or such owner or owners for the cost of such maintenance or repair.

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h. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the common areas, rather than merely against the interest therein of particular owners. Where one or more owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specifically charged against the owners and the apartments responsible to the extent of their responsibility.

i. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the common areas) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of the owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting owners having a majority of the voting power; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-five Thousand Dollars (\$25,000) must be approved by owners having not less than seventy-five percent (75%) of the voting power.

j. Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the owners or any of them.

k. The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the maintenance fund. The Board may delegate such powers subject to the terms hereof.

l. The Board may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interests in such property shall be owned by the owners in the same proportion as their respective interests in the common areas, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, however, in any case acquire by lease or purchase real or personal property valued in excess of

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Five Thousand Dollars (\$5,000) except upon a majority vote of the apartment owners, or valued in excess of Twenty-five Thousand Dollars (\$25,000) except upon a seventy-five percent (75%) affirmative vote of the apartment owners, in the manner specified in subsection 10.3.1(i).

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m. The Board and its agents or employees, may enter any apartment or limited common area when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was due to an emergency or for the purpose of maintenance or repairs, to common or limited common areas where the repairs were undertaken by or under the direction or authority of the Board (unless the emergency or maintenance was caused or necessitated by the owner of the apartment entered, in which case the cost shall be specially charged to the unit entered). If the repairs or maintenance were necessitated by or for the apartment entered or its owners, or requested by its owners, the costs thereof shall be specially charged to such apartment.

n. Each owner, by the mere act of becoming an owner or contract purchaser of an apartment, shall irrevocably appoint the Association as his attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to, the duties to maintain, repair and improve the Property, to deal with the apartment upon damage or destruction, and to secure insurance proceeds.

10.3.2 In the discharge of its duties and the exercise of its powers as set forth in Section 10.3.1, but subject to the limitations set forth therein (including subsections 10.3.1 (i) and (l)), the Board may borrow funds on behalf of the Association and to secure the repayment thereof, encumber, subject to the limitations set forth in this Declaration, the common areas and facilities, the Association's funds and the undivided interest of each apartment owner therein; provided, that the owner of an apartment may remove said apartment and the percentage of undivided interest in the common areas appurtenant to such apartment 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 apartment. Such individual payments shall be computed by reference to the percentages appearing in this Declaration. Subsequent to any such payment, discharge, or satisfaction, the apartment and the percentage of undivided interest in the common areas 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 apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto not so paid, satisfied or discharged.

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10.3.3 The Board shall also have the following powers:

a. To adopt such reasonable Rules and Regulations as may be permitted by this Declaration or the Act and which the Board may deem necessary or advisable to administer the Association and properly manage and administer the Property and condominium. The Rules and Regulations shall be adopted and may be amended in the same manner as the Bylaws and shall be deemed a part of the Bylaws.

b. To institute or defend actions at law, in equity or before administrative bodies, to further or protect the interest of the Association, the apartment owners or the Property, and to incur expenses and attorneys fees as may be necessary and reasonable for the accomplishment thereof.

c. To exercise and perform all other rights and duties which are authorized or required by the Act or are reasonably necessary or incidental in accomplishing the purposes of the Association.

ARTICLE 11
USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Residential Use. The buildings and apartments shall be used for single family residential purposes only, on an ownership, rental or lease basis and for the common social, recreational or other reasonable uses normally incident to such purposes and also for such additional uses or purposes as are from time to time determined appropriate by the Board.

11.2 Sales Facilities of Declarant. Notwithstanding any provision in Section 11.1, Declarant, his agents, employees and contractors shall be permitted to maintain during the period of sale of the condominium upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of condominium apartments and interests, including but not limited to, a business office, storage area, signs, model units, sales office, construction office and parking areas for all prospective tenants or purchasers of Declarant.

11.3 Vehicle Parking Restrictions. 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 or Regulations of the Board. The Board shall require removal of any inoperative or improperly licensed vehicle, any unsightly vehicle or any other equipment or item improperly stored in a parking space. If the same is not removed, the Board shall cause removal at the risk and expense of the owner thereof. Use of all parking areas may be regulated by the Board and is subject to the provisions of Article 7 of this Declaration.

11.4 Common Drive and Walks. Common drives, walks, corridors and stairways designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed thereon or therein except by express written consent of the Board.

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11.5 Interior Apartment Maintenance.

11.5.1 Each apartment owner shall, at his sole expense, have the right and the duty to keep the interior of his apartment and its equipment, appliances and appurtenances in good order, condition and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his apartment. Each owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, electrical fixtures, appliances, heating or other equipment, which may be in or connected with his apartment.

11.5.2 Without limiting the generality of the foregoing, each owner shall have the right and the duty, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the windows, window frames, doors, door frames and trim and the interior surfaces of the ceilings, floors and the perimeter walls of the apartment and the surfaces of the bearing walls located within his apartment and shall not permit or commit waste of his apartment or the common areas. Each owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls; provided that, except for hard surface flooring installed by Declarant or installed as part of the original construction of the building, no owner shall install hard surface flooring within an apartment except with the prior written consent of the Board. Each owner and his agent has the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. This section shall not be construed as permitting an interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the common areas or of the other apartments or any of them nor shall it be construed to limit the powers or obligations of the Board hereunder.

11.5.3 Limited common areas, as defined in Article 7, are for the sole and exclusive use of the apartments for which they are reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, Rules and Regulations or this Declaration, including the following:

a. Decisions with respect to the standards of appearance and condition of limited common areas, including the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating limited common areas, ("maintenance work" herein) shall be made by the Board;

b. Performance of such maintenance work shall be carried out by the Board on behalf of the owner or owners of the apartment to which the limited common area in question is assigned or reserved; provided, that by written notice, the Board may permit such owner or owners to perform such maintenance work themselves;

c. Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective limited common areas without prior written approval of the Board;

d. Apartment owners will be responsible for the cost of such maintenance work for the limited common areas reserved for or assigned to their apartments;

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e. With respect to a limited common area reserved for or assigned to more than one apartment for the mutual and joint use thereof, the cost of such maintenance work for such limited common area shall be divided in equal shares among the apartments for which such limited common area is reserved;

f. With respect to any such maintenance work performed by the Board, the cost thereof (or the appropriate share thereof if the limited common area in question has been assigned or reserved jointly to more than one apartment) shall be levied as a special charge against the apartment or apartments (and the owner or owners thereof) to which such limited common area is assigned or reserved.

11.6 Exterior Appearance. In order to preserve the uniform exterior appearance of the buildings and the common and limited common areas visible to the public, the Board shall require and provide for the painting and other decorative finish of the buildings, decks, patio and yard areas, or other common or limited common areas, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the buildings, decks, patio and yard areas or other common or limited common areas undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each apartment and apartment building. The Board may also require use of a uniform color of draperies, under draperies or drapery lining for all apartments.

11.7 Effect on Insurance. Nothing shall be done or kept in any apartment or in a common or limited common area, which will increase the rate of insurance on the common or limited common area or apartments without the prior written consent of the Board. No owner and/or purchaser shall permit anything to be done or kept in his apartment or in the common or limited common areas which will result in the cancellation of insurance on any apartment or any part of the common or limited common areas or which would be in violation of any laws.

11.8 Signs. No sign of any kind shall be displayed to the public view on or from any apartment or common or limited common area without the prior consent of the Board; provided, that such consent shall not be unreasonably withheld; and further provided, that this section shall not apply to Declarant or Declarant's agents.

11.9 Pets. Domestic household pets, such as dogs and cats, may be kept by the apartment owners; provided that the keeping of pets shall be subject to Rules and Regulations adopted by the Board or Bylaws adopted by the Association. The Board may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

11.10 Offensive Activity. No noxious or offensive activity shall be carried on in any apartment or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

11.11 Common Area Alterations. Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Board and after procedures required herein or by law.

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11.12 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed administrative Rules and Regulations, or House Rules, necessary or convenient from time to time to insure compliance with the general guidelines of this Article and the other provisions of this Declaration. Such Rules and Regulations shall be binding on all apartment owners upon adoption by the Board or Association.

ARTICLE 12
COMMON EXPENSES AND ASSESSMENTS

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12.1 Estimated Expenses. Within thirty (30) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board: (a) shall estimate the charges (including common expenses, and any special charges for particular apartments) to be paid during such year; (b) shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of common areas and facilities; and (c) shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly assessments a reserve fund for replacement of those common areas which can reasonably be expected to require replacement prior to the end of the useful life of the buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace each common area covered by the fund at the end of the estimated useful life of each such common area. The Declarant or initial Board may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any owner's assessment), the Board may at any time levy a further assessment which shall be assessed to the owners in like proportions.

12.2 Payment by Owners. Each owner shall be obligated to pay its share of common expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. Assessments for each apartment owner shall begin on the date said owner closes the transaction in which he acquires right, title or interest in the apartment. Assessments for the initial month shall be prorated if closing occurs on other than the first day of the month. Any unpaid assessment or charge shall bear interest at the rate of twelve percent (12%) per annum from due date until paid. The budget may be reviewed and revised by the membership at any annual meeting, or any special meeting called for such purpose, but if not so reviewed or if no change is made, shall be deemed approved.

12.3 Purpose. All funds collected hereunder shall be expended for the purposes designated in this Declaration.

12.4 Separate Accounts. The Board shall require that the Association maintain separate accounts for current operations, reserves, and a special separate reserve account for payment of insurance. Each month the Board shall first deposit to the

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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 provided regarding the condominium and such insurance reserve account shall be held separately and inviolate until utilized for payment of insurance premiums. Thereafter the remainder of the assessments and charges collected may be utilized for payment of other expenses or deposited or credited to other accounts. All such assessments and charges shall be collected and held in trust for and administered and expended for the benefit of the apartment owners.

12.5 Based on Percentage. Except for certain special charges which may be levied against particular apartments under the provisions of this Declaration, all assessments for common expenses shall be assessed to apartments and the owners thereof on the basis of the percentages set forth in Schedule D hereof and any amendments thereto.

12.6 Omission of Assessment. The omission by the Board or the Association before the expiration of any year to fix the estimate for assessments and charges hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owner from the obligation to pay the assessments and charges, or any installment thereof for that or any subsequent year; but the assessment and charge fixed for the preceding year shall continue until a new assessment or charge is fixed.

12.7 Records. The Board shall cause to be kept complete and 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 and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any owner at convenient hours of week days.

12.8 Declarant Liability. The assessments provided for in this Declaration shall be imposed on unsold apartments owned by Declarant, on the same basis as imposed on all other apartments, beginning sixty (60) days from the date that the first apartment sale closes. During such sixty (60) day period, Declarant shall pay a reasonably reduced assessment on all unsold apartments, which are not occupied.

12.9 Lien Indebtedness. In the event any monthly assessment or special charge attributable to a particular apartment remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days written notice to the owner of such apartment, accelerate and demand immediate payment of all or such portion as the Board determines, of the monthly assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such apartment. Each monthly common expense assessment and each special charge shall be joint and several personal debts and obligations of the owner or owners and contract purchasers of apartments for which the same are assessed or charged as of the time the assessment or charge is made and shall be collectible as such. The amount of any assessment or charge, whether regular or special, assessed or charged to any apartment and the owner and/or purchaser of any apartment, plus interest at the rate of twelve percent (12%) per annum, and costs,

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including reasonable attorney's fees, shall be a lien upon such apartment, the appurtenant limited common area and the exclusive use thereof. The said lien for payment of such assessments and charges shall have priority over all liens and encumbrances, recorded or unrecorded, except that such priority shall be limited as provided in Article 18. Suit to recover a money judgment for unpaid assessments or charges shall be maintainable without foreclosing or waiving the lien securing the same.

12.10 Certificate of Assessment. A certificate executed and acknowledged by the treasurer or the president of the Board, or an authorized agent thereof if neither the president nor treasurer is available, stating the indebtedness for assessments and charges or lack thereof, secured by the assessment lien upon any apartment shall be conclusive upon the Board 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 a certificate shall be furnished to any owner or any encumbrancer of any apartment within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on an apartment may pay any unpaid assessments or charges with respect to such apartment, and, upon such payment, such encumbrancer shall have a lien on such apartment for the amounts paid of the same rank as the lien of his encumbrance.

12.11 Working Capital Fund. An apartment owner may be required, by the Board or by the managing agent, from time to time, to make and maintain a deposit of not less than two (2) months nor in excess of three (3) months estimated monthly assessment and charges, which may be collected as are other assessments and charges. Such deposits shall be held in a separate fund, be credited to such owner, and be for the purpose of establishing a working capital fund for the initial project operations and a reserve for delinquent assessments. Resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other assessments and charges, or as a credit against any regular or special assessments to become due from such owner. Notwithstanding the foregoing it is understood that Declarant shall collect such deposit, at the time of closing, from the first purchaser of each apartment. Such deposit shall be collected from Declarant on any unsold units within sixty (60) days from the closing date of the first conveyance of an apartment. Declarant shall be entitled to reimbursement for any such payments from the funds collected at closing when the unsold units are sold.

12.12 Foreclosure of Assessment Lien; Attorney's Fees and Costs. The Declarant, manager, or Board on behalf of the Association may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any apartment for non-payment of delinquent assessments or charges, any judgment rendered against the owners of such apartment in favor of the Association shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

12.13 Rental Apartments. With respect to the leasing, renting, or creation of any kind of tenancy of an apartment by its owner, no apartment owner shall be

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permitted to lease or rent his apartment for a term of less than 30 days; nor may an apartment owner lease less than the entire apartment; and all leasing or rental agreements shall be in writing and be subject to the Declaration, Bylaws and Rules and Regulations (with a default by the tenant in complying with the Declaration, Bylaws and Rules and Regulations constituting a default under the lease or rental agreement). If an apartment is rented by its owner, the board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board and such payment will discharge the lessee's or renter's duty of payment to the owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the owner or purchaser and the apartment under this Declaration for assessments and charges nor operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the apartment or its owner nor in derogation of any rights which a Mortgagee of such apartment may have with respect to such rents.

12.14 Termination of Utility Service. In addition to, and not by way of limitation upon, other methods of collecting any assessments, the Board shall have the right, after having given ten (10) days' notice to any apartment owner who is delinquent in paying his assessments or charges, to cut off any or all utility services to the delinquent owner's apartment until such assessments or charges are paid.

12.15 Remedies Cumulative. The remedies provided are cumulative and the Board may pursue them concurrently, as well as any other remedies which may be available under law, although not expressed herein.

ARTICLE 13
INSURANCE

13.1 Insurance Coverage. The Board shall obtain and maintain at all times as a common expense the necessary policies and bonds required to provide:

13.1.1 Fire insurance, with extended coverage endorsement, in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the common and limited common areas and the apartments, with the Board named as insured as trustee for the benefit of owners and Mortgagees, as their interests may appear, or such other fire and casualty insurance as the Board 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 apartment to the full insurable replacement value thereof (limited as above provided) and a separate loss payable endorsement, in favor of the Mortgagee or Mortgagees of each apartment, if any, and further, a separate loss payable clause in favor of the mortgagee of the condominium, if any.

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13.1.2 General comprehensive liability insurance insuring the Board, the Association, the owners, Declarant and managing agent against any liability to the public or to the owners of apartments, their invitees or tenants, incident to the ownership or use of the common and limited common areas (including, but not limited to, owned and non-owned automobile liability, water damage, and liability for property of others) the liability under which insurance shall be in an amount determined by the Board after consultation with insurance consultants, but not less than \$1,000,000.00 covering all claims for personal injury, death and/or property damage arising out of a single occurrence. Such insurance shall contain appropriate provisions or endorsements precluding the insurer from denying the claim of an owner because of the negligent acts of the Association or another owner.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Fidelity bonds naming the members of the Board, the manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in an amount equal to at least 150 percent of the estimated annual operating expenses of the condominium project, including reserves; provided that the Declarant and the Temporary Board of Directors need not obtain such bond coverage for the Temporary Board or any other persons acting as agents or on behalf of the Declarant. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

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

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

13.1.7 Such other insurance as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or owner of an apartment within the project, except to the extent such coverage is not available or has been waived in writing by such agency. All insurance policies shall require the insurer to notify in writing the Association and each Eligible Mortgagee named in the mortgage clause at least thirty (30) days before it cancels or substantially changes the condominium's coverage.

13.1.8 All insurance shall be obtained from a carrier or carriers rated Triple A by Best's Insurance Reports or equivalent rating service and shall be licensed to do business in the State of Washington. The Board shall review the

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insurance coverage at least once every year, with respect to the adequacy of policy limits and coverage.

13.2 Owner's Additional Insurance. Each owner may obtain additional insurance respecting his apartment, as contemplated under RCW 64.32.220, at his own expense. However, no owner shall be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all of the owners, will realize under any insurance policy which the Board may have in force on the condominium at any particular time. Each owner is required to and agrees to notify the Board of all improvements by the owner to his apartment, the value of which is in excess of One Thousand Dollars (\$1,000.00). Each owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board shall immediately review its effect with the Board's insurance broker, agent or carrier.

13.3 Insurance Proceeds. Insurance proceeds for damage or destruction to any part of the Property shall be paid to the Board on behalf of the Association, which shall segregate such proceeds from other funds of the Association for use and payment as provided for in Article 14. The Association acting through its Board shall have the authority to settle and compromise any claim under insurance obtained by the Association and the insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy.

13.4 Additional Provisions. The Board shall exercise its reasonable best efforts to obtain insurance policies containing the following provisions:

a. That the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any apartment owner or any Mortgagee;

b. Contain no provision relieving the insurer from liability for loss because of any act or neglect that is not within the control of the Association or because of any failure of the Association to comply with any warrant or condition regarding any portion of the premises over which the Association has no control;

c. Contain a waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any apartment and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

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

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e. Contain no provision which will prevent Mortgagees from collecting insurance proceeds.

f. May not be cancelled or modified substantially without at least thirty (30) days prior written notice to the Association and each holder of a Mortgage listed in the insurance policy as a scheduled holder of a First Mortgage.

g. Contain, if available, an agreed amount and inflation guard endorsement.

ARTICLE 14
DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Initial Board Determinations. In the event of damage or destruction to any part of the Property, the Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction, make the following determinations with respect thereto employing such advice as the Board deems advisable:

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

14.1.2 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.

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

14.1.4 The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefor and the amount of assessment to each apartment if such excess was paid as a maintenance expense and specially assessed against all the apartments in proportion to their percentage of interest in the common areas.

14.1.5 The Board's recommendation as to whether such damage or destruction should be repaired or restored.

14.2 Notice of Damage or Destruction. The board shall promptly, and in all events within sixty (60) days after the date of damage or destruction, provide each owner, and each Eligible Mortgagee with a written notice summarizing the initial Board determination made under Section 14.1. If the board fails to do so within said sixty (60) days, then any owner or Mortgagee may make the determinations required under this Section 14.2.

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14.3 Definitions; Restoration; Emergency Work.

14.3.1 As used in this Article 14, the words "repair", "reconstruct", "rebuild" or "restore" shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each apartment and the common and limited common areas having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14.3.2 As used in this Article 14, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability from the condition of the site.

14.4 Restoration by Board.

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14.4.1 Unless prior to the commencement of repair and restoration work (other than emergency work referred to in subsection 14.3.2) the owners shall have decided not to repair and reconstruct in accordance with the provisions of either subsection 14.5.3 or 14.6.3, the Board 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 secured as a common expense, which excess payments shall be specially assessed against all apartments in proportion to their percentages of interest in the common areas.

14.4.2 The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others and to take such other action as is reasonably necessary to effectuate the repair and restoration. The Board may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board that such work will be appropriately carried out.

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

14.5 Limited Damage; Assessment Under \$5,000. If the amount of the estimated assessment determined under subsection 14.1.4 does not exceed Five Thousand Dollars (\$5,000.00) for any one apartment, then the provisions of this Section 14.5 shall apply:

14.5.1 The Board 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 under Section 14.2 above. If the Board shall fail to call such meeting, then the requisite number of owners or any Mortgagee, within fifteen (15) days of receipt of the notice given by the Board under Section 14.2 above, or the expiration of such sixty (60) day

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period, whichever is less, may call such special owners' meeting to consider such repair and restoration work. Any meeting called for under this Section 14.5.1 shall be convened not less than ten (10) nor more than twenty (20) days after the date of such notice of meeting.

14.5.2 Except for emergency work, no repair and restoration work shall be commenced until after the expiration of the notice period set forth in Section 14.5.1 and until after the conclusion of said special meeting if such meeting is called within the requisite period.

14.5.3 A unanimous written decision of the apartment owners and Eligible Mortgagees will be required to avoid the provisions of subsection 14.4.1 and to determine not to repair and restore the damage and destruction; in accordance with the original plan as amended by subsequent amendments, if any; provided that the failure of the Board, the requisite number of owners or a Mortgagee to call for a special meeting at the time or in the manner set forth in Section 14.5 shall be deemed a unanimous decision to undertake such work.

14.6 Major Damage; Assessment Over \$5,000. If the amount of the estimated assessment determined under subsection 14.1.4 exceeds Five Thousand Dollars (\$5,000.00) for any one apartment, then the provisions of this Section 14.6 shall apply:

14.6.1 The board 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 14.2 above. If the Board 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 or mortgagee may within fifteen (15) days of the expiration of said sixty (60) day period, or receipt of the notice required to be provided by the Board under Section 14.2 above, whichever is less, 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 14.6 shall be called by written notice and shall be convened not less than ten (10) nor more than twenty (20) days from the date of such notice of meeting.

14.6.2 Except for emergency work, no repair and restoration work shall be commenced until the conclusion of the special owners' meeting required under subsection 14.6.1.

14.6.3 A concurrence in writing of one hundred percent (100%) of the apartment owners and seventy-five percent (75%) of the Eligible Mortgagees will be required to void the provision of Section 14.4 and to determine not to repair and restore the damage and destruction; provided, however, that the failure to obtain said concurrences in writing shall be deemed a decision to rebuild and restore the damage and destruction in accordance with the original plan, as amended by subsequent amendments, if any; provided, further, that failure of the Board, or owners or Mortgagee to convene the special meeting required under Section 14.6.1

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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.

14.7 Decision Not to Restore; Disposition. In the event a decision under either subsections 14.5.3 or 14.6.3 not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and common funds as the board deems reasonably necessary for emergency work (which emergency work may include, but is not necessarily limited to, removal of the damaged 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:

14.7.1 The Property shall be owned in common by the apartment owners and shall no longer be subject to this Declaration or to condominium ownership;

14.7.2 The undivided interest in the Property owned in common which appertains to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;

14.7.3 Any mortgages or liens affecting any of the apartments shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner in the Property as provided herein; and

14.7.4 The Property shall be subject to an action for partition at the suit of any apartment 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 apartment 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 apartment owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the Property owned by such apartment owner, the balance remaining in each share shall then be distributed to each apartment owner respectively.

14.8 Miscellaneous. The provisions of this Article 14 shall constitute the procedure by which a determination is made by the apartment owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the Property, each apartment 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 Article 14 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 Article 14 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 Article 14 shall be liberally construed to accomplish such purpose. By unanimous vote, taken within ninety (90) days after the damage or destruction, the apartment owners may determine to do otherwise than provided in this Article 14.

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ARTICLE 15
CONDEMNATION

15.1 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 advance thereof, the provisions of this Article 15 shall apply. The Board shall provide each owner and each Eligible Mortgagee with a written notice of the commencement of any such condemnation proceeding and of any proposed sale or disposition in lieu of, in advance of any such proceeding.

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

15.3 Complete Taking. In the event that the entire Property is taken, condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto 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 principal, the Board 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.

15.4 Partial Taking. In the event that less than the entire Property is taken, condemned, 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:

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

15.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the common areas which in turn shall be apportioned among owners in proportion to their respective undivided interests in the common areas.

15.4.3 The total amount allocated to severance damages shall be apportioned to those apartments which were not taken or condemned.

15.4.4 The respective amounts allocated to the taking of or injury to a particular apartment and/or improvements an owner had made within his own apartment shall be apportioned to the particular apartment involved.

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

15.4.6 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.

15.4.7 Distribution of apportioned proceeds shall be made to the respective owners and their respective Mortgagees in the manner provided in Section 15.3.

15.5 Reduction of Condominium Upon Partial Taking. In the event that (a) a partial taking occurs which pursuant to Section 15.4 does not result in a termination of condominium ownership hereunder, and (b) at least one apartment is taken or condemned and (c) the condemning authority elects not to hold, use and own such apartment as a condominium apartment owner subject to and in accordance with the Declaration, then the provisions of this Section 15.5 shall take effect immediately upon the condemning authority taking possession of the apartment or apartments so taken or condemned:

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

15.5.2 The general common areas subject to this Declaration shall be reduced to those common areas not so taken or condemned.

15.5.3 The limited common areas, which were not taken or condemned, but which were appurtenant to apartments that were taken or condemned, shall be deemed part of the general common areas remaining subject to this Declaration.

15.5.4 The percentage of undivided interest in the common areas appurtenant to each apartment not so taken or condemned shall be recalculated on the basis that the value of each of such apartments shall remain the same as set forth in Schedule D and that value of the entire Property not so taken or condemned shall be the aggregate of the values of such apartments.

15.5.5 Except with respect to the share of proceeds apportioned pursuant to Section 15.4, no owner or mortgagee of an apartment so taken or condemned shall have, nor shall there be appurtenant to any apartment so taken or condemned, any right, title, interest, privilege, duty or obligation in, to or with respect to the Association and any apartment, common area or limited common area which remains subject to this Declaration and which is not so taken or condemned.

15.5.6 Except as otherwise expressly provided in Section 15.5, the rights, title, interests, privileges, duties and obligations of an owner and Mortgagee in, to or with respect to an apartment not so taken or condemned (and in, to or with respect to the Association and the common areas and limited common areas

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appurtenant to such apartment) shall continue in full force and effect as provided in this Declaration.

15.5.7 The provisions of Section 15.5 shall be binding upon and inure to the benefit of all owners, Mortgagees and other persons having or claiming to have any interest in all apartments 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 15.5.

15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 14 above, provided that the Board may retain and apply such portion of each owner's share of the Condemnation Award as is necessary to discharge the owner's liability for any special assessment arising from the operation of Article 14.

ARTICLE 16
COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each owner shall comply strictly with the provisions of this Declaration and with the Bylaws and administrative Rules and Regulations passed thereunder, as the same 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, acting through its officers on behalf of the owners or, in a proper case, by an aggrieved apartment owner. Failure to comply shall also entitle the Association to collect reasonable attorneys fees incurred 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 reasonable attorneys fees. No right or remedy provided or reserved by this declaration is exclusive of any other right or remedy, and in addition to the foregoing, the Association shall have such rights and remedies as may be provided in this Declaration, the Bylaws, the Act or otherwise existing at law, in equity or by statute.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict performance of 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 any assessment from an owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This section also extends to the Declarant or Declarant's managing agent, exercising the powers of the Board during the initial period of operation of the Association and the condominium development.

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ARTICLE 17
LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Declarant nor Declarant's managing agent exercising the powers of the Board shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may lead to or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, equipment or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

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17.2 No Personal Liability. So long as a Board member, Association committee member, Association officer, or Declarant or Declarant's managing agent exercising the powers of the Board, 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 pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member, Association committee member, Association officer, and Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases where such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE 18
MORTGAGEE PROTECTION

18.1 Priority of Mortgages. Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Declaration upon any apartment for assessments shall be subject to tax liens on the apartment 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 apartment. Where such Mortgagee of the apartment, or

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17.2 No Personal Liability. So long as a Board member, Association committee member, Association officer, or Declarant or Declarant's managing agent exercising the powers of the Board, 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 pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member, Association committee member, Association officer, and Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases where such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

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other purchaser of an apartment, obtains possession of an apartment as a result of mortgage foreclosure or deed in lieu 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 apartment 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 apartment owners including such possessor, his successor and assigns.

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18.2 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee which has requested to be notified, and the agreement with such professional manager shall permit cancellation by the Association for cause upon thirty (30) days written notice; permit termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice; and have a term not in excess of one (1) year, renewable by agreement of the parties for successive one-year periods. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of seventy-five percent (75%) of all Eligible Mortgagees and those apartment owners holding at least seventy-five percent (75%) of the total allocated votes in the Association; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.3 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction or condemnation, the Association shall not, without prior written approval of all Eligible Mortgagees and all owners of record of the apartments, seek by act or omission to abandon or terminate the condominium status of the project.

18.4 Partitions and Subdivision. The Association shall not combine, subdivide nor partition any apartment or the appurtenant limited common areas, nor abandon, partition, subdivide, encumber, sell or transfer any common areas or accept any proposal so to do, without the prior written approval of seventy-five percent (75%) of all Eligible Mortgagees and those apartment owners holding seventy-five percent (75%) of the total allocated votes in the Association and without the unanimous approval of the Eligible Mortgagee(s) and owner(s) of the apartment(s), so affected.

18.5 Change in Percentages. The Association shall not make any material amendment to the Declaration or Bylaws changing the percentages of interest in the common areas, without the prior written approval of all Eligible Mortgagees and all owners of record of the apartments.

18.6 Copies of Notices. Written notice that an owner/mortgagor of an apartment has for more than thirty (30) days failed to meet any obligation under the condominium document shall be given by the Association to any Eligible Mortgagee of such apartment who has requested to be so notified. Any Eligible Mortgagee shall, upon request, be entitled to receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

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

18.8 Insurance

18.8.1 Where an Eligible Mortgagee of an apartment has filed a written request with the Board, the Board shall:

a. Furnish such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the apartment on which such Mortgagee has a lien;

b. Require any insurance carrier to give the Board 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.

c. Not make any settlement of any insurance claims for loss or damage to any such apartment, 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 Article 14.

d. Give such Mortgagee written notice of any loss or taking affecting common areas, if such loss or taking exceeds \$10,000.

e. Give such Mortgagee written notice of any loss, damage or taking affecting any apartment or limited common areas in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000).

18.8.2 In addition, the insurance policy required shall:

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

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

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

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Address: 4530 Mendota Ave N Apt 502

Order Date: 08-25-2026

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18.9 Inspection of Books. Eligible Mortgagees, apartment owners, insurers and guarantors of the first mortgage on any apartment shall be entitled by the Owners' Association to inspect at all reasonable hours of week days all of the books and records of the Association, including current copies of the Declaration, Bylaws and Rules and Regulations governing the condominium, and other books, records and financial statements of the Owners' Association and, upon request, to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. The Owners' Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, and Rules and Regulations governing the condominium, and the most recent annual financial statement, if such is prepared.

18.10 Obtaining Declarant's Powers. In the event the mortgagee of the condominium becomes bound by this Declaration 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 apartment or apartments and appurtenant common areas 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 Declarant, the powers of the Declarant as set forth in this Declaration.

18.11 Extension of Declarant's Powers. In the event that the Declarant's obligation to the mortgagee of the condominium has not been paid in full at the time the Declarant's management power has expired under Section 10.1 then said powers conferred upon the Declarant 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 Declarant as set forth in this Declaration, and the receiver shall be entitled to sell unsold apartments during the pendency of said foreclosure, and said sales shall be subject to confirmation by court order.

ARTICLE 19
EASEMENTS

19.1 In General. It is intended that in addition to rights under the Act, each apartment has an easement in and through each other apartment and the common and limited common areas for all support elements and utilities, 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 apartment and all common and limited common areas are specifically subject to an easement for the benefit of each of the other apartments in the building for all duct work for the several apartments for fireplaces and associated flues or chimneys, if any. In addition, each apartment and all the common and limited common areas are specifically subject to easements as required for intercom and electrical entry system, if any; for electrical wiring and plumbing; for air conditioning lines and equipment, if any; for the vacuum system in each unit, if any; and for the master antenna cable system, if any.

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Address: 4530 Meridian Ave N Apt S02
Order Date: 03-29-2016

Finally, each apartment as it is constructed is granted an easement to which each other apartment and all common and limited common areas are subject for the location and maintenance of all the original equipment and facilities and utilities for such apartment. 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.

19.2 Authority. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility and similar easements under, through or over the common areas, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions. There is hereby reserved to Declarant 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 Rules and Regulations.

19.4 Encroachments. Each apartment and all common and limited common areas are hereby declared to have an easement over all adjoining apartments and common and limited common areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting or movement of any portion of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of owners shall not be altered in any way by said encroachment, 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 such encroachment occurred due to the willful act or acts with full knowledge of such owner or owners. In the event an apartment 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 apartments and common and limited common areas shall be permitted, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any apartment.

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ARTICLE 20
PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any apartment or apartments, common areas and facilities, or limited common areas and facilities are authorized only as follows:

20.1.1 Any owner of any apartment or apartments may propose any subdividing or combining of an apartment or apartments and appurtenant common areas or limited common areas 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, which shall then notify all other apartment owners and Eligible Mortgagees of the requested subdivision or combination.

20.1.2 Upon prior written approval of those apartment owners holding seventy-five percent (75%) of the total allocated votes in the Association, and upon prior written approval of seventy-five percent (75%) of the Eligible Mortgagees and unanimous prior written approval of the Eligible Mortgagee(s) and owner(s) of the apartment(s) to be combined or subdivided, the owner making the proposal may proceed according to such plans and specifications; provided, however, the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other apartments or common areas or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Section 21.1.

ARTICLE 21
AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 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 or the Act, any proposed amendment must be approved by a majority of the Board prior to its adoption by the owners. Amendments may be adopted at a meeting of the owners if seventy-five percent (75%) of the owners vote for such amendment, or without any meeting if all owners have been duly notified and seventy-five percent (75%) of the owners consent in writing to such amendment; provided, however, any amendment altering the value of the Property or of any apartment and the percentage of undivided interest in the common areas and facilities shall require the unanimous consent of the apartment owners. 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. 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 the Survey Map and Plans unless otherwise specifically provided in the section being amended or the amendment itself.

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

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Address: 4530 Meridian Ave N Apt 302
Order Date: 05-29-2012

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21.3 Amendments by Declarant. The Declarant may at any time, until all apartments have been sold by Declarant, record an amendment to the Declaration showing, correcting or revising the assignment of parking spaces or storage lockers to apartments, which have not been sold by deed or valid earnest money agreement and, during the period of Declarant's management authority provided under Section 10.1, changing the person who is to receive service of process.

21.4 Amendments to Conform to Construction. In addition, Declarant, upon Declarant's sole signature, may at any time, until all apartments have been sold by Declarant, 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 and parking areas.

21.5 Amendments to Conform to Lending Institution Guidelines. So long as Declarant continues to own one or more apartments, the Declarant, on his sole signature alone, may file such amendment to the Declaration and to the Survey map and Plans as necessary to meet the then requirements of FNMA, VA, FHLMC, or similar agencies, institutions, or lenders financing the purchase of an apartment from the Declarant.

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21.6 Discontinuance of Condominium. It is further specifically covenanted that 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.

21.7 Approval. Except as otherwise provided herein or in the Act, the consent of those apartment owners holding at least seventy-five percent (75%) of the total allocated votes in the Association and the approval of the Eligible Mortgagees which have at least seventy-five percent (75%) of the votes of the apartments subject to FNMA eligible mortgages shall be required to add or amend any material provisions of the condominium constituent documents which provide for or govern or regulate any of the following:

- a. Voting rights;
- b. Assessments, assessment liens, or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas (or apartments, if applicable);
- d. Insurance or fidelity bond;
- e. Rights to use the common or limited common areas;

Order: 6NWA1XP2KW
Address: 4530 Meridian Ave N Apt 507
Order Date: 03-26-2000

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f. Responsibility for maintenance and repair of the several portions of the project;

g. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project, other than as provided in the original condominium documents;

h. Boundaries of any unit;

i. Reallocation of interests in the general or limited common areas;

j. Convertibility of apartments into common areas or common areas into apartments;

k. Leasing of apartments;

l. Imposition of any restrictions on the right of an apartment owner to sell, transfer, or otherwise convey his or her apartment; and

m. Any provisions which are for the express benefit of Mortgagees, Eligible Mortgagees or eligible insurers or guarantors of first mortgages on apartments. An addition or amendment to such document shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

ARTICLE 22
MISCELLANEOUS

22.1 Service of Process. The initial person upon whom process may be served and his address is Donn Etherington, Jr., 1809 - 36th Avenue, Seattle, Washington 98127. After termination of Declarant's management authority under Section 10.1, service of process for the purposes provided in the Act shall be made upon the president of the Association. The Board may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then president of the Association. The Declarant may, at any time before the Board is organized, change such designation by amendment to the Declaration signed and acknowledged only by Declarant. Any person designated for service of process shall be a resident of King County or shall maintain a place of business in King County.

22.2 Notices for All Purposes.

22.2.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by

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Order: 6NWXKWK
Address: 4536 Mendota Ave N Apt 502
Order Date: 12/21/2005

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such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the owner or owners of any apartment shall be sufficient if mailed to the apartment of such person or persons, if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Association and Board have been constituted and thereafter shall be given to the president or secretary of the Board.

22.2.2 Mortgagee Notice. Upon written request therefor, and for a period of three years (or such longer time as the Board may set) after such request, a vendor, Mortgagee, or deed of trust beneficiary of any apartment shall be entitled to be sent a copy of any notices respecting the apartment covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.3 Mortgagee's Acceptance.

22.3.1 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 said mortgage.

22.3.2 Acceptance Upon First Conveyance. Declarant shall not consummate the conveyance of title of any apartment until said mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of apartments with their appurtenant limited common areas and percentages of interest in common areas 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 apartments remaining subject to its mortgage as well as its acknowledgement that such appropriate arrangements for partial release of apartments have been made; provided, that, except as to apartments so released, said mortgage shall remain in full effect as to the entire property.

22.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act.

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

22.6 Reference to Survey Map and Plans. The Survey Map and Plans of the building referred to herein were filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under File No. 8501090803 in Volume 76 of Condominiums, pages 96 through 98.

DECLARANT:

Don Etherington, Jr.
Donn Etherington, Jr.

Kathryn Etherington
Kathryn Etherington

ORDERED BY THE BOARD
APR 1982
ORDERED BY THE BOARD

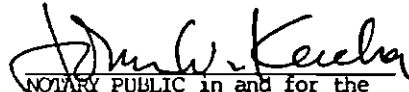
FILED BY STW

11 9 1985

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this 3rd day of July, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared DOWN ETHERINGTON, JR., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

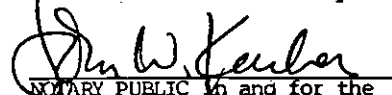

NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle

8507090804

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this 3rd day of July, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared KATHYRN ETHERINGTON, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that She signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

4752F

11 9 1985

FILED BY STW

Order Date: 11/9/85
Order Number: 8507090804

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared DOWN ETHERINGTON, JR., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

8507090804

4752F

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt 302
Order Date: 03-29-2026

11 9 1985

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SCHEDULE A
Legal Description

Lots 25, 26, 27 and 28, Block 6, Baltimore Addition to
the City of Seattle according to the Plat thereof
recorded in Volume 7 of Plats, page 89, in King
County, Washington.

8507090804

46

Order: EFWXP4KW
Address: 4534 Meridian Ave N Apt 502
Order Date: 03-29-2017

11 9 1985

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SCHEDULE C
Unit Descriptions

APT. NO	BUILDING	APPROX. AREA SQUARE FOOT	APPROX. SQUARE FOOT DECK	PARKING SPACE
N-1	N	458	--	20
N-2	N	366	--	21
N-3	N	446	33	19
N-4	N	430	33	18
N-5	N	414	96	17
N-6	N	402	28	16
N-7	N	446	33	3
N-8	N	430	33	2
N-9	N	414	96	15
N-10	N	402	28	8
S-1	S	398	--	5
S-2	S	462	--	12
S-3	S	428	33	13
S-4	S	392	42	14
S-5	S	429	32	7
S-6	S	443	31	11
S-7	S	428	33	10
S-8	S	392	42	9
S-9	S	479	32	4
S-10	S	443	31	6

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Order: 84WVTPAKW
Address: 1740 ... Ave. N. Apt. 80

SCHEDULE D
Values and Percentages

8507090804

<u>APT. NO.</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
N-1	\$43,500	4.5101
N-2	39,950	4.1420
N-3	48,950	5.0752
N-4	47,500	4.9248
N-5	46,950	4.8678
N-6	47,500	4.9248
N-7	52,950	5.4899
N-8	51,500	5.3396
N-9	50,500	5.2359
N-10	50,950	5.2825
S-1	40,500	4.1991
S-2	43,950	4.5568
S-3	46,950	4.8678
S-4	46,500	4.8212
S-5	47,950	4.9715
S-6	47,500	4.9248
S-7	52,500	5.4432
S-8	51,950	5.3862
S-9	52,950	5.4899
S-10	53,500	5.5469
TOTAL	\$964,500	100.00%

BY THE DIVISION OF
RECORDS & EVIDENCE
KING COUNTY
Jul 9 3 21 PM '85

Order 6111NXP15W
Address 3010 30th Ave NW
Order Date 03-20-2006
Document for release

FILED BY STW W

WALLINGFORD COURT - A CONDOMINIUM

SECTION 8, TOWNSHIP 25 NORTH, RANGE 4 EAST W.M.

CITY OF SEATTLE, KING COUNTY, WASHINGTON.

8507090803 7/9/96-98

LEGAL DESCRIPTION

LOTS 25, 26, 27 AND 28, BLOCK 6, BALTIMORE ADDITION TO THE CITY OF SEATTLE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 89, RECORDS OF KING COUNTY, WASHINGTON.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED OWNERS IN FEE SIMPLE, OF THE PROPERTY SHOWN HEREON, HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATE THE SAME FOR CONDOMINIUM PURPOSES. THIS PLAN OR ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATION RECORDED UNDER KING COUNTY RECORDER'S FILE NO. _____ THIS DEDICATION IS NOT FOR PUBLIC PURPOSES, BUT SOLELY TO MEET THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT AS PROVIDED IN THE DECLARATION FILED IN CONJUNCTION HERewith.

Donn Etherington, Jr.
DONN ETHERINGTON, JR.

Kathryn Etherington
KATHRYN ETHERINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS 3rd DAY OF July, 1985, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED DONN ETHERINGTON, JR. AND KATHRYN ETHERINGTON, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

Bernard Henderson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS _____ DAY OF _____, 1985, PERSONALLY APPEARED BEFORE ME _____ AN INDIVIDUAL, KNOWN BY ME TO BE ONE OF THE INDIVIDUALS WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Bernard Henderson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS _____ DAY OF _____, 1985, PERSONALLY APPEARED BEFORE ME _____ AN INDIVIDUAL, KNOWN BY ME TO BE ONE OF THE INDIVIDUALS WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Bernard Henderson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

ASSESSOR'S CERTIFICATE

EXAMINED AND APPROVED THIS 9th DAY OF July, 1985.

DEPARTMENT OF ASSESSMENTS

Rune Ruse
KING COUNTY ASSESSOR

J.T. Schmitt
DEPUTY KING COUNTY ASSESSOR

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DONN ETHERINGTON, JR. AND KATHRYN ETHERINGTON THIS _____ DAY OF _____ A.D. 1985, AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME _____ OF CONDOMINIUMS PAGES _____

RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS OF WALLINGFORD COURT - A CONDOMINIUM, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREON, THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON, AND THAT THE SAID SURVEY MAP AND PLANS ACCURATELY DEPICT THE LOCATION AND DIMENSIONS OF THE APARTMENTS AS BUILT.



Bernard Henderson
BERNARD HENDERSON, NOTARY PUBLIC
CERTIFICATE NO. 16208

SURVEYOR'S VERIFICATION

STATE OF WASHINGTON }
COUNTY OF KING } SS

BERNARD HENDERSON, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE REGISTERED LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THESE PLANS AND SURVEY MAP, AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.



Bernard Henderson
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 16208

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 1985.

Bernard Henderson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

NOTES

1. THE APARTMENTS SHOWN HEREON ARE LIMITED TO THE AREA ENCLOSED BY THE INTERIOR SURFACES OF THE WALLS, CEILINGS, FLOORS, WINDOWS AND DOORS.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE CITY OF SEATTLE SEWER DISTRICT DATUM AS SHOWN ON SEWER MAPS FOR BAGLEY AVE. N.
3. THE DISTANCES FROM THE PROPERTY LINES TO THE BUILDING CORNERS ARE TO THE EXTERIOR FACE OF THE BUILDINGS AND ARE MEASURED PERPENDICULARLY TO THE PROPERTY LINES.
4. THE DIMENSIONS OF THE APARTMENTS SHOWN HEREON ARE IN FEET AND HUNDREDTHS OF A FOOT, AND ARE IN ACCORDANCE WITH AS BUILT MEASUREMENTS BASED ON MEAN VALUES.

WALLINGFORD COURT - A CONDOMINIUM

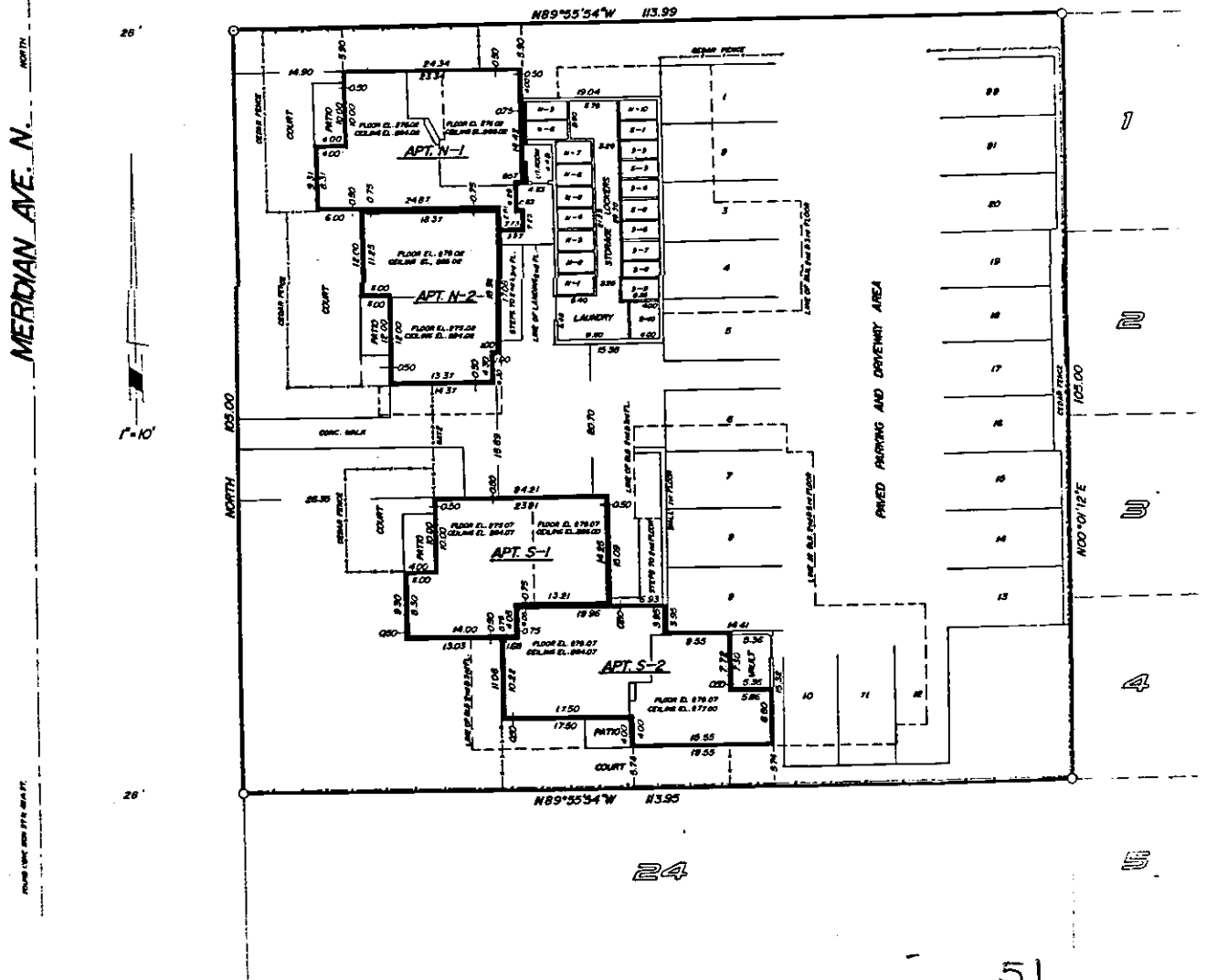
SECTION 8, TOWNSHIP 25 NORTH, RANGE 4 EAST W.M.

CITY OF SEATTLE, KING COUNTY, WASHINGTON.

8507090803 7/96-98

N 46th. ST.

SURVEY MAP & FIRST FLOOR PLAN



SHEET 2 OF 3

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
Document not for resale
HomeWiseDocs

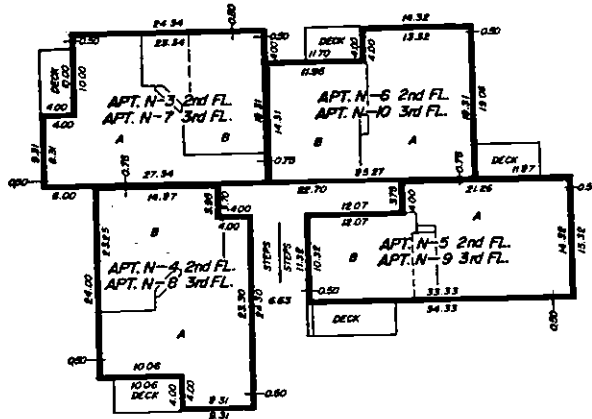
WALLINGFORD COURT - A CONDOMINIUM

SECTION 8, TOWNSHIP 25 NORTH, RANGE 4 EAST W.M.

CITY OF SEATTLE, KING COUNTY, WASHINGTON.

8507090803 76/96-98

TYPICAL FLOOR PLAN, 2nd & 3rd FLOOR, NORTH BUILDING



APT. N-3, APT. N-6, APT. N-7, APT. N-10
FLOOR EL. IN PORTION A = 224.00, CEILING EL. IN PORTION A = 224.00
FLOOR EL. IN PORTION B = 226.00, CEILING EL. IN PORTION B = 226.00

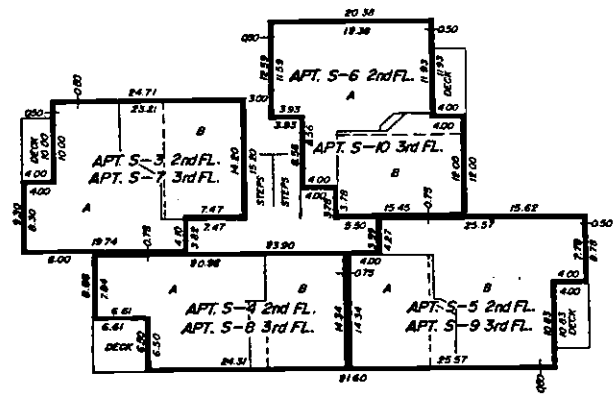
APT. N-4, APT. N-5, APT. N-8, APT. N-9
FLOOR EL. IN PORTION A = 226.00, CEILING EL. IN PORTION A = 226.00
FLOOR EL. IN PORTION B = 228.00, CEILING EL. IN PORTION B = 228.00



APT. S-3, APT. S-4, APT. S-8, APT. S-10
FLOOR EL. IN PORTION A = 225.07, CEILING EL. IN PORTION A = 224.07
FLOOR EL. IN PORTION B = 226.07, CEILING EL. IN PORTION B = 226.07

APT. S-5, APT. S-6, APT. S-7, APT. S-9
FLOOR EL. IN PORTION A = 226.07, CEILING EL. IN PORTION A = 224.07
FLOOR EL. IN PORTION B = 228.07, CEILING EL. IN PORTION B = 224.07

TYPICAL FLOOR PLAN, 2nd & 3rd FLOOR, SOUTH BUILDING



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WALLINGFORD COURT CONDOMINIUM

Balance Sheet by Fund

Period 04/30/2015

	Operating	Reserve	Total
Assets			
<u>Cash - Operating</u>			
1000- Cash - Checking PWB	15,169.41		15,169.41
<u>Total Cash - Operating</u>	<u>15,169.41</u>		<u>15,169.41</u>
<u>Operating Cash</u>			
1040- E.Q. Insurance Reserve - CA I	3,265.14		3,265.14
<u>Total Operating Cash</u>	<u>3,265.14</u>		<u>3,265.14</u>
<u>Cash - Reserves</u>			
1050- Replacement Reserve - BOA		65,616.47	65,616.47
<u>Total Cash - Reserves</u>		<u>65,616.47</u>	<u>65,616.47</u>
1100- Assessments Receivable	896.24		896.24
	896.24		896.24
<u>Total Assets</u>	<u>19,330.79</u>	<u>65,616.47</u>	<u>84,947.26</u>
Liabilities & Equity			
2175- Accrued Expense	285.00		285.00
	285.00		285.00
<u>Accounts Payable</u>			
2100- Accounts Payable	2,391.16		2,391.16
<u>Total Accounts Payable</u>	<u>2,391.16</u>		<u>2,391.16</u>
<u>Liabilities</u>			
2200- Prepaid Assessments	1,709.89		1,709.89
<u>Total Liabilities</u>	<u>1,709.89</u>		<u>1,709.89</u>
<u>Retained Earnings</u>			
3200- Accumulated Earnings	10,884.11	61,414.18	72,298.29
3220- Prior Period Adjustments	(1,620.11)	377.30	(1,242.81)
Net Income (Loss)	5,680.74	3,824.99	9,505.73
<u>Total Retained Earnings</u>	<u>14,944.74</u>	<u>65,616.47</u>	<u>80,561.21</u>
<u>Total Liabilities & Equity</u>	<u>19,330.79</u>	<u>65,616.47</u>	<u>84,947.26</u>

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WALLINGFORD COURT CONDOMINIUM

Comparative Income Statement by Fund

Period 4/1/2015 to 4/30/2015

	Current Month Operating			Year to Date Operating			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
Assessment Revenue							
4100-0000 Monthly Assessments	8,065.72	8,065.74	-0.02	32,262.88	32,262.96	-0.08	96,788.92
4101-0000 Reserve Funding	-3,226.25	-3,226.25	0.00	-12,905.00	-12,905.00	0.00	-38,715.00
TOTAL Assessment Revenue	4,839.47	4,839.49	-0.02	19,357.88	19,357.96	-0.08	58,073.92
Income							
4500-0000 Late Charges	25.00	0.00	25.00	225.00	0.00	225.00	0.00
4510-0000 Move In Fees	0.00	0.00	0.00	400.00	0.00	400.00	0.00
4880-0000 Laundry Income	18.00	16.67	1.33	91.80	66.68	25.12	200.00
8187-0000 Interest Income-Insurance	0.38	0.00	0.38	1.27	0.00	1.27	0.00
TOTAL Income	43.38	16.67	26.71	718.07	66.68	651.39	200.00
TOTAL Income	4,882.85	4,856.16	26.69	20,075.95	19,424.64	651.31	58,273.92
Expense							
Administrative							
5100-0000 Legal Services	0.00	83.33	83.33	0.00	333.32	333.32	1,000.00
5120-0000 Audit/Accounting	0.00	133.33	133.33	0.00	533.32	533.32	1,600.00
5200-0000 Management Fee	1,086.83	1,086.83	0.00	4,347.32	4,347.32	0.00	13,041.94
5250-0000 Insurance	3,724.00	410.62	-3,313.38	3,724.00	1,642.48	-2,081.52	4,927.40
5255-0000 Earthquake Insurance	0.00	385.76	385.76	0.00	1,543.04	1,543.04	4,629.11
5300-0000 Office Expense	106.62	150.83	44.21	467.80	603.32	135.52	1,810.00
5350-0000 Reserve Study	0.00	74.17	74.17	0.00	296.68	296.68	890.00
5500-0000 Licenses & Permits	0.00	0.83	0.83	0.00	3.32	3.32	10.00
5600-0000 Board Expenses	0.00	11.67	11.67	105.00	46.68	-58.32	140.00
TOTAL Administrative	4,917.45	2,337.37	-2,580.08	8,644.12	9,349.48	705.36	28,048.45
Maintenance							
7000-0000 Landscape	252.08	335.67	83.59	1,007.63	1,342.68	335.05	4,028.01
7050-0000 Bldg Maint & Repair	0.00	877.08	877.08	309.67	3,508.32	3,198.65	10,525.00
7300-0000 Window Cleaning	0.00	41.67	41.67	0.00	166.68	166.68	500.00
7500-0000 Fire Protection	0.00	208.33	208.33	0.00	833.32	833.32	2,500.00
TOTAL Maintenance	252.08	1,462.75	1,210.67	1,317.30	5,851.00	4,533.70	17,553.01
Other Expense							
5970-0000 Delinq Admi Fee CDC	12.00	0.00	-12.00	72.00	0.00	-72.00	0.00
5975-0000 Delinq Adm Fee HO Billed	-12.00	0.00	12.00	-72.00	0.00	72.00	0.00
TOTAL Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities							
6000-0000 Electricity	123.77	54.67	-69.10	229.96	218.68	-11.28	656.05
6200-0000 Refuse	-271.94	268.03	539.97	1,577.32	1,072.12	-505.20	3,216.41
6300-0000 Water	-285.97	250.00	535.97	899.29	1,000.00	100.71	3,000.00
6400-0000 Sewer	-530.51	483.33	1,013.84	1,727.22	1,933.32	206.10	5,800.00
TOTAL Utilities	-964.65	1,056.03	2,020.68	4,433.79	4,224.12	-209.67	12,672.46
TOTAL Expense	4,204.88	4,856.15	651.27	14,395.21	19,424.60	5,029.39	58,273.92
Excess Revenue / Expense	677.97	0.01	677.96	5,680.74	0.04	5,680.70	0.00

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WALLINGFORD COURT CONDOMINIUM

Comparative Income Statement by Fund

Period 4/1/2015 to 4/30/2015

	Current Month Reserve			Year to Date Reserve			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
Reserves							
8180-0000 Reserve Fund Inc.	3,226.25	3,226.25	0.00	12,905.00	12,905.00	0.00	38,715.00
8188-0000 Interest Income-Repl Reserve	1.78	0.00	1.78	8.54	0.00	8.54	0.00
TOTAL Reserves	<u>3,228.03</u>	<u>3,226.25</u>	<u>1.78</u>	<u>12,913.54</u>	<u>12,905.00</u>	<u>8.54</u>	<u>38,715.00</u>
TOTAL Income	<u>3,228.03</u>	<u>3,226.25</u>	<u>1.78</u>	<u>12,913.54</u>	<u>12,905.00</u>	<u>8.54</u>	<u>38,715.00</u>
Expense							
Reserves							
8000-0000 Major Maintenance Expense	0.00	0.00	0.00	9,088.55	0.00	-9,088.55	0.00
TOTAL Reserves	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,088.55</u>	<u>0.00</u>	<u>-9,088.55</u>	<u>0.00</u>
TOTAL Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,088.55</u>	<u>0.00</u>	<u>-9,088.55</u>	<u>0.00</u>
Excess Revenue / Expense	<u>3,228.03</u>	<u>3,226.25</u>	<u>1.78</u>	<u>3,824.99</u>	<u>12,905.00</u>	<u>-9,080.01</u>	<u>38,715.00</u>

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Operating

Income Statement Annual
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Operating

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WALLINGFORD COURT CONDOMINIUM
Period 4/1/2015 to 4/30/2015 11:59:00 PM

Reserve

AR Aging Delinquency with Address

Period 04/30/2015

WALLINGFORD COURT CONDOMINIUM

Acct #	Type	Status	Resident Contact	Property Address	Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance
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Ronald G. Housh
Ronald G. Housh, P.S.
1420 Fifth Avenue, Suite 3000
Seattle, WA 98101-2393

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PAGE-001 OF 072
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DOCUMENT TITLE:	AMENDED AND RESTATED DECLARATION FOR WALLINGFORD COURT, A CONDOMINIUM
REFERENCE NUMBER(S):	8507090804 (Declaration and Covenants, Conditions, Restrictions and Reservations for Wallingford Court)
GRANTOR(S):	WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS
GRANTEE(S):	WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS
LEGAL DESCRIPTION:	A CONDOMINIUM ACCORDING TO THE DECLARATION RECORDED UNDER KING COUNTY RECORDING NUMBER 8507090804 AND SURVEY MAP AND PLANS FILED IN VOLUME 76 OF CONDOMINIUM PLATS AT PAGES 96 TO 98 IN KING COUNTY, WASHINGTON
ASSESSOR'S PARCEL NO.:	913400-0000

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AMENDED AND RESTATED

DECLARATION FOR

WALLINGFORD COURT, A CONDOMINIUM

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AMENDED AND RESTATED DECLARATION FOR WALLINGFORD COURT, A CONDOMINIUM

ARTICLE 1. FUNDAMENTAL PURPOSES

The Declarant created the Original Declaration. The Original Declaration has served to guide the Association in maintaining the Condominium and in managing the affairs of the Association.

Through the shared experience of owning and living in a common interest community, the Owners have learned that the various tasks of self-governance serve to advance one or both of these two fundamental purposes: (a) preserving the physical improvements and (b) preserving the relationships among and between Owners (the "Fundamental Purposes").

The experience of self-governance has taught the Association that, by caring for the physical improvements and by attending to the quality of the relationships among Owners, the value of the Condominium and of individual Units is preserved and enhanced.

The Owners, in creating this Declaration, intend to create an instrument of self-governance which better ensures that various tasks of self-governance will be performed in a manner which best advances the Fundamental Purposes.

ARTICLE 2. CONSTRUCTION AND INTERPRETATION

2.1 General Construction.

The Declaration and the Washington Condominium Act, codified at RCW 64.34, as it may be amended ("Condominium Act"), provide the framework by which the Condominium exists and operates. In the event of a conflict between the provisions of the Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of the Declaration and the Bylaws or the Declaration and any Rules adopted by the Association, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration or the Survey Map and Plans or any amendment thereto to comply with the Washington Condominium Act.

2.2 Words Defined In Glossary.

A word or phrase appearing in the body of a sentence with the first letter in a word or words capitalized is a defined term. Article 27 is a Glossary in which the meanings of defined terms are given. Some terms defined in the Glossary or elsewhere in the Declaration or Governing Documents are also defined in the Condominium Act. Definitions in the Declaration are not meant to limit or contradict definitions in the Condominium Act, except that Declaration definitions may be meant to expand upon definitions in the Condominium Act. If there is any unintended inconsistency or conflict, the Condominium Act definition will prevail.

2.3 Form of Words.

The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

2.4 Interpretation in Furtherance of Fundamental Purposes.

The Association has tried to clearly state its Fundamental Purposes and to unambiguously state the covenants, conditions and restrictions contained in this Declaration. The Association acknowledges, however, that its earnest efforts to capture its intended meanings in clear, unambiguous words and phrases may prove, over time, to have been imperfect, and that the need may arise to discern intended meanings through the process of interpretation. This Declaration and the Governing Documents shall, in such instances, be interpreted so as to advance the Fundamental Purposes. And, to that end, the following delegation of authority and the following guidelines shall apply to interpretation of this Declaration and the Governing Documents.

2.5 Authority to Interpret.

The Board shall have sole authority to interpret the Declaration and the Governing Documents. The Board may delegate this authority to another body or person, as permitted by Section 14.3.3 below. The authority to interpret here created is a right, but not a duty, of the person or body so authorized and whether or not to exercise this authority is a decision left to the sole discretion of the person or body so authorized. A court or arbitrator, in reviewing the interpretation of an authorized person or body shall accord substantial weight to such interpretation and shall defer to such interpretation unless the interpretation is erroneous as a matter of law.

2.6 Rules of Interpretation.

Any person or group exercising authority to interpret this Declaration and the Governing Documents shall be guided by the following principles:

2.6.1. Intent is the touchstone of all interpretation. The objective is first to discover the intended meaning of the words which appear on these pages.

2.6.2. In searching for the intended meaning of a word or phrase, look first to the word or phrase itself. A word or phrase which is defined in the Glossary at Article 27 of this Declaration means what it is there defined to mean. A word or phrase which is not defined in the Glossary has the meaning it carries in common usage, which may be established by looking it up in a dictionary.

2.6.3. An unambiguous word or phrase is to be enforced as written. The authority to interpret this Declaration and the Governing Documents does not extend to altering, through interpretation, the meaning of a word or phrase which is clear and unambiguous on its face as written.

2.6.4. A word or phrase is ambiguous if it is capable of more than one reasonable meaning.

2.6.5. In attempting to discern the intended meaning of an ambiguous word or phrase, one may:

(a) Consider the context in which the word or phrase appears (i.e., the sentence, paragraph or Article within which the word or phrase appears) and the intended purpose of such larger passage within which the word or phrase appears;

(b) Consider the Fundamental Purposes and choose that interpretation which best advances the Fundamental Purposes; and

(c) If resort to (a) and (b) above does not eliminate the ambiguity, then resort to considering clues to intended meaning(s) in the form of evidence about what the Board and Association have done or said when applying the Declaration and Governing Documents.

2.6.6. The objective in interpreting an ambiguous word or phrase is to arrive at that interpretation which most accurately captures the word's or phrase's intended meaning.

2.6.7. In interpreting the Survey Map and Plans, the existing physical boundaries of the buildings and each Unit as constructed in substantial accordance with the Survey Map and Plans shall be conclusively presumed to be its boundaries.

ARTICLE 3. GENERAL DESCRIPTION

The Condominium created by the Declaration and the Survey Map and Plans is WALLINGFORD COURT A Condominium. The real property included in the Condominium is described in Schedule A. The Condominium consists of twenty (20) Units. See the Survey Map and Plans and Schedule A for more information.

ARTICLE 4. DESCRIPTION OF UNITS

4.1 Number and Identification of Units.

The Identifying Number of each Unit is set forth in Schedule B. The location of each Unit is shown on the Survey Map and Plans.

4.2 Unit Boundaries.

The boundaries of a Unit are the perimeter walls, floors, ceilings windows and exterior doors of the Unit, and include all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, carpet, finished flooring, and any other materials constituting any part of the finished surfaces of the Unit, except those items defined as Common Elements in Article 5, or Limited Common Elements in Article 6. All spaces, interior partitions, appliances, fixtures and improvements that are located wholly within the boundaries of a Unit are a part of the Unit.

4.3 Unit Data.

Schedule B sets forth the Assigned Value and the percentage of ownership for each Unit. (The "Assigned Values" in Schedule B are values the Declarant attributed to the Units in 1985 to comply with a legal requirement that the Property's total value be fully allocated among the Units to establish an "Allocated Interest" value for each Unit. Those Assigned Values do not reflect the present market value of any Unit.) Schedule B sets forth each Unit's approximate area, number of bathrooms and bedrooms, and, if applicable, built-in fireplaces, and the level on which the Unit is located. The location and configuration of each Unit is shown in the Survey Map and Plans.

4.4 Allocated Interests.

Schedule B sets forth the Allocated Interest of each Unit. A Unit's Allocated Interest is its percentage of the total ownership. Common Expense Liability, interest in the Common Elements are all allocated by percentage of ownership.

4.5 Exclusive Ownership.

Each Unit, together with its undivided common interest in the Common Elements, is a separate parcel of real property. An Owner is entitled to the exclusive ownership and possession of his Unit, subject to matters appearing of record and matters contained in the Governing Documents.

ARTICLE 5. COMMON ELEMENTS

5.1 Description of Common Elements.

The Common Elements are all portions of the Condominium other than the Units (defined in Article 4). Portions of the Common Elements are designated Limited Common Elements (defined in Article 6). Common Elements include items which are not specifically defined as part of the Unit boundaries, including all other portions of the walls, floors, or ceilings. Common Elements also include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the boundaries of a Unit and which serves more than one Unit or serves any portion of a Common Element. The Common Elements include:

5.1.1. Any wiring, ducts, pipes, valves, structural or other mechanical parts of the building contained within a wall which is included in the perimeter of an apartment as shown on the Survey Map and Plans shall be a part of the Common Elements to the point of the outlet, fixture or fireplace opening at the boundary of the apartment;

5.1.2. Any wiring, conduit, vent, pipe, valve, control, pump, meter, motor, compressor or other item constituting a part of or relating to the furnishing of any utility or facility to the building or which exists for common use and is located within a storage locker;

5.1.3. Any parking spaces, mailboxes and storage areas not assigned to a Unit; and

5.1.4. Perimeter windows and all components of those windows.

5.2 Use.

Except as provided in this Article and in Section 6.3, each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public street. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, Tenants, Related Parties, invitees, and licensees. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the Condominium Act and the Governing Documents. No obstruction shall be placed in the Common Elements without the Board's prior written consent.

5.3 Conveyance or Encumbrance of Common Elements.

Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association by action of the Owners having at least eighty percent (80%) of the votes in the Association; but all of the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. An agreement to convey Common Elements or subject them to a security interest must (a) be executed or ratified in the same manner as a deed by the requisite number of Unit Owners, (b) specify a date after which the agreement will be void if not recorded before that date, and (c) be recorded in each county in which any part of the Property exists. The agreement is only effective when recorded. Except as provided in Section 6.2 of this Declaration, any Conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an undivided interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

ARTICLE 6. LIMITED COMMON ELEMENTS

6.1 Description.

The Limited Common Elements are items allocated to a Unit(s), but which do not fall entirely within the Unit(s)' boundaries as described in Article 4. Limited Common Elements that are allocated to a Unit(s) include:

6.1.1. The patio and deck, if any, which is adjacent to each Unit, as may be more particularly shown and designated as a Limited Common Element on the Survey Map and Plans, the boundaries of said patio and deck being defined by the interior surfaces of the wall, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said patio/yard area, deck or lanai; provided, that, if no such fence, curb or other enclosure exists, then the boundary of such Limited Common Element shall be as depicted on the Survey Map and Plans.

6.1.2. The covered or uncovered parking space assigned to a Unit, as may be shown on the Survey Map and Plans and/or Schedule B, the boundaries of said parking space being defined by the interior surfaces of the walls, floor, curb and/or striping enclosing said parking space.

6.1.3. The storage lockers assigned to a Unit, as may be shown on the Survey Map and Plans and/or Schedule B, the boundaries of a storage locker being defined by the interior surfaces of the top, bottom, door and sides of the storage locker.

6.1.4. Mailboxes reserved for use by Units N-1 through N-10, and S-1 through S-10 are reserved for use by such Units to the exclusion of others.

6.1.5. Such other Limited Common Element, if any, as may be shown on the Survey Map and Plans and/or Schedule B.

6.1.6. Items which are located outside of the Unit's boundaries but are designed to serve a single Unit are also part of the Limited Common Elements, such as: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, and all exterior doors and windows or other fixtures that serve only a single Unit.

6.2 Reallocation.

6.2.1. A Limited Common Element may be reallocated between Units only by (a) first obtaining prior approval from the Board and then (b) recording an amendment to the Declaration executed by the Owners (and the respective Mortgagees) of the Units to which the Limited Common Element was and will be allocated. Approval of the amendment by other Owners shall not be required.

6.2.2. The Board shall approve the reallocation request within sixty (60) days of receipt, unless the proposed reallocation does not comply with the Condominium Act or the Declaration. The Board's failure to act upon the request within the sixty (60) day period shall be deemed approval of the reallocation.

6.2.3. The amendment shall be in a form acceptable to the Board. The parties shall be responsible for legal fees and costs, if any, incurred by the Board in having the proposed amendment reviewed or prepared by the Association's attorney, and for recording fees. The amendment shall be recorded in the names of the Condominium and the parties to the reallocation.

6.2.4. A Common Element may be reallocated as a Limited Common Element with the approval of sixty-seven percent (67%) of the total voting power, including the approval of the Owner of the Unit to which the Common Element will be allocated.

6.2.5. A Limited Common Element may be incorporated into an existing Unit with the approval of sixty-seven percent (67%) of the total voting power, including the approval of the Owner of the Unit to which the Limited Common Element will be incorporated. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Survey Map and Plans executed by (a) a Board officer, (b) all Owners of the Unit affected, and (c) the Mortgagee of the Unit affected.

6.3 Use.

Each Owner shall have the exclusive right to use the Limited Common Elements allocated to the Owner's Unit. The right to use the Limited Common Element extends to the Owner's agents, servants, Tenants, Related Parties, invitees and licensees.

ARTICLE 7. PARKING AND STORAGE

7.1 Description.

7.1.1. Parking Spaces. There are a total of twenty-two (22) parking spaces. Twenty (20) parking spaces are assigned to individual Units. Two (2) parking spaces are not assigned to individual Units ("Unallocated Parking Spaces") which parking spaces have been assigned to the Association. See Survey Map and Plans and Exhibit B for more details.

7.1.2. Storage. There are a total of twenty (20) storage lockers assigned to the Units. See Survey Map and Plans and Exhibit B for more details.

7.2 Use of Parking Spaces and Storage Lockers.

The Board is authorized to adopt reasonable rules relating to and governing the use of all parking spaces and the storage lockers. Unless otherwise permitted by rule, Owner and Unit Occupant Vehicles shall be operative and parked in their Unit's assigned parking spaces. The following types of vehicles may not be stored, maintained, or constructed on the Property: boats, campers, trailers, commercial vehicles, and antique autos, whether operable or not. The Board may direct that any vehicle or other thing improperly parked or kept on the Property or in a parking space be removed, and, if it is not removed, the Board may cause it to be removed at the risk and cost of the Owner thereof. Other items and equipment may be kept in parking spaces only when authorized by the Board.

7.3 Licensing or Rental of Parking Spaces and Storage Lockers.

The Owner of a Unit to which a parking space and/or storage locker has been assigned as a Limited Common Element may license or rent the parking space and/or storage locker to the Owner or current Tenant of a Unit. No parking space and/or storage locker may be licensed or rented to any person who is not an Owner or current Tenant of a Unit. Licensing or rental of a parking space and/or storage locker shall be terminated automatically and without notice upon the transfer of title of the Unit to which it is a Limited Common Element. To permanently exchange assigned parking spaces and/or storage lockers between Units, the parties shall strictly comply with Section 6.2 above.

ARTICLE 8. RESIDENTIAL USE; LEASING; MAINTENANCE.

8.1 Residential Use; No Trade or Business; Timesharing Prohibited.

The Condominium and each Unit is restricted to single family residential use. "Single family residential use" includes social, recreational, or other reasonable activities normally incident to residential use. No Trade or Business may be conducted from any Unit, except that a

Home Occupation may be conducted from a Unit. "Home Occupation" means a Trade or Business that meets all of the following seven (7) conditions. The Trade or Business activity: (i) is not apparent or detectable by sight, sound or smell from outside of the Unit; (ii) complies with all applicable land use regulations; (iii) does not involve non-residents of the Condominium coming onto the Property; (iv) does not increase the Association's liability or casualty insurance obligation or premium; (v) does not cause an increase in any Association utility expense; (vi) is consistent with the residential character of the Association; and (vii) does not constitute a nuisance or hazardous or offensive use. Timesharing of Units, as defined in RCW 64.36, is prohibited.

8.2 Leasing.

8.2.1 Leasing of Apartments. The Leasing or Renting of Apartments is governed by the provisions of the Declaration. As used in the Declaration, the terms "to rent," "rental," "renting," "to lease," or "leasing" refer to the Leasing or Renting of an Apartment by its Owner and the occupancy of an Apartment solely by persons other than the Owner, whether or not rent is paid. The rights of the Association and the obligations of an Owner under the terms of the Governing Documents shall apply to any Tenant and to any other person who occupies an Apartment pursuant to a sublease or an assignment of lease.

8.2.2. Purpose. The Restriction on Leasing set forth below is the result of a careful weighing of the benefits and disadvantages of limiting the leasing of Apartments. The Restriction on Leasing derives from the conclusion that the long term best interests of the Owners and the condominium are served by limiting leasing so as to advance the purposes of preserving and enhancing the value of the Condominium and of the individual Apartments. That conclusion, in turn, was arrived at upon careful consideration of important underlying purposes and the relationship between leasing and the achievement of those purposes. Factors which the Board and Owners weighed in the course of concluding that the Declaration should include this Restriction on Leasing include the following:

- ♦ The Condominium is a residential community of separately owned Apartments and Common Areas, which are owned in common. The value of individual condominium Apartments, and of the Condominium, is a function of various factors including:
 - The attractive and harmonious outward appearance of the Apartments, attributable to the pride which Owners take in the outward appearances of the place where one resides,
 - The sense of safety; security and stability which derives from owner occupancy, where the generally longer periods of occupancy attributable to an owner (as compared to a tenant) promotes increased familiarity among residents, a factor in discouraging those crimes which depend for their success upon the relative anonymity of occupants,

- The sense of community which is fostered by a shared common purpose, including a shared perspective that the Condominium is the shared residence of the owners, and not just an “investment” they hold in common,
- The ability to self-govern, through management by a Board comprised of owner-volunteers, through the widespread volunteer cost-savings efforts of other owners in caring for the upkeep of the condominium property, and through the active interest of owners in voting on matters which, but for such voting, would have to go unaddressed, and
- The ability to reside harmoniously in close proximity is dependent, in part, upon a shared understanding of, and commitment to, the duties and obligations arising from the Governing Documents.
- ♦ The value of individual Apartments, and of the Condominium, is also function of various external factors, important among them the following:
 - The ability to sell a condominium apartment is dependent, in part, upon the ability of buyer financing which, in turn, is influenced by the existence and extent of leasing activity in the condominium as a whole, and
 - Unchecked investor speculation creates a risk that condominium apartment prices may spiral beyond an Apartment’s actual value and operate to place Apartments beyond the financial means of purchasers desiring to purchase an Apartment as their primary residence.
- ♦ The Leasing of Apartments is believed to conflict with the pursuit of achieving a stabilized community of owner-occupied dwelling Apartments. The Leasing of Units, among other things, introduces occupancy of a more transient, less committed, nature which
 - Removes “pride of ownership” as a self-regulating driver of Apartment maintenance activity,
 - Diminishes the safety; security and stability which derives from owner occupancy of Apartments,
 - Diminishes the sense of community which is fostered by a shared common purpose derived from the perception of shared ownership of a residence,
 - Diminishes the ability to self govern,
 - Diminishes the self-regulatory benefits of a shared understanding of, and commitment to, the duties which the Governing Documents impose, and
 - Increases the risk that real estate investor speculation may, in the long run, undermine the goal of promoting a stable community of owner-occupied Apartments

8.2.3 Restriction on Leasing. Except as provided in Sections 8.2.9 (Authority to Grant Waivers) and 8.2.19 (Pre-Existing Leases), the maximum number of Apartments in the condominium that can be Leased or Rented at any one time shall not exceed five (5) Apartments (the “Rental Ceiling”).

8.2.4 Minimum Period of Owner Occupancy Required. It is the intent of the Owners that the Apartments shall hereafter be acquired for occupancy by their Owners. In order to discourage the acquisition of Apartments for investment or rental purposes, no Owner shall be permitted to rent or lease his or her Apartment during the one (1) year period after he or she has acquired title thereto except as provided in 8.2.9 below. If a person acquires an Apartment through inheritance, that person shall be deemed to have owned and occupied that Apartment during the period which the decedent owned and occupied the Apartment.

8.2.5 Entire Apartment. No owner may lease or rent less than the entire Apartment.

8.2.6 No Transient Purposes. With the exception of a lender in possession of a condominium apartment following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, no Owners shall be permitted to lease or rent an Apartment for hotel or transient purposes, which are defined as Leasing for any period less than thirty (30) days. In addition, an Owner who does not occupy an Apartment as a primary residence shall not allow the Apartment to be used for the overnight accommodation of employees or business invitees on a temporary or transient basis.

8.2.7 Minimum Lease Term. A lease or rental agreement must have a minimum initial term of one year.

8.2.8 Exemption For Mortgage in Possession. A mortgage which acquires fee title to a condominium apartment may Lease its apartment and shall, in so doing, comply with any rule adopted pursuant to Section 8.2.16 below.

8.2.9 Authority to Grant Waivers. The Board may grant waivers of the Restriction on Leasing set forth above for up to one year at a time ("a Waiver") if (a) the Restriction on Leasing results in a substantial hardship on an Owner such that a waiver is warranted in view of the Owner's particular circumstances, or (b) an Owner's particular circumstances result in the Owner's temporary absence from an Apartment, and (c) if granting the Waiver is consistent with the purpose and intent of the Restriction on Leasing.

8.2.10 Rental Waiting List. The Board shall maintain a list of Owners, on a first come, first served basis, who desire to Rent or Lease their Apartments (the "Rental Waiting List"). Owners who wish to be placed on the Rental Waiting List must notify the Board or the Association's managing agent in the form and manner established by the Board. Each Owner who has rented his or her Apartment must provide the Board with written notice of the expiration and non-renewal or termination of the Lease within ten (10) days of the date that the Owner learns of the expiration and non-renewal or other termination of the Lease.

(a) Provided the Owner has timely given the notice required above, an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, will have sixty (60) days from the date of that expiration and non-renewal or termination to request the Association's consent to a

new Lease. If the Owner does not request or obtain the Association's consent for a new Lease during this sixty (60) day period, the Owner's name will be placed on the bottom of the Rental Waiting List, and no Lease shall be approved for that Owner's Apartment until all other Owners whose names have been added to the Rental Waiting List have been given the opportunity to rent or lease their apartments.

(b) If an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, does not request or obtain the Association's consent for a new Lease pursuant to the above provisions, the Association must notify the Owner in the first position on the Rental Waiting List in writing of the opportunity to apply for the Association's consent to a Lease. This opportunity to rent or lease shall be available to the Owner in first position on the Rental Waiting List for a period of sixty (60) days from the date of the Association's written notice to that Owner. If no request for approval to Lease is submitted during this sixty (60) day period, the name of the Owner in first position on the Rental Waiting List will be placed at the bottom of the Rental Waiting List, and the opportunity to rent shall be offered to the next highest person on the Rental Waiting List.

8.2.11 Lease Requirements. All Leases and rental agreements shall be in writing. All Owners intending to lease their Apartments shall also comply with the notification requirements set forth in Section 8.2.14 below. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences in accordance with Section 8.2.12. Any lease or rental agreement of an Apartment must provide that its terms shall be subject in all respects to the provisions of the Governing Documents (including the Declaration, Bylaws and rules and regulations of the Association) and that any failure by the Tenant to comply with the terms of the Governing Documents shall be a default under the Lease or rental agreement. If any Lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the Tenant by reason of their being stated in this Declaration.

8.2.12 Lease Approval. Before an Apartment can be leased or rented and before a previously approved Lease can be renewed, an Owner must comply with the Tenant Screening requirements established by the Board, if any, and must submit to the Association a valid and binding Lease, executed by both the Owner and the proposed Tenant, with a term commencing within thirty (30) days of the date of execution of the Lease, contingent only on the approval of the Association, together with a request for the written consent of the Association in the form established by the Board. The Association shall consent to the Lease within thirty (30) days of receipt of the Owner's request for lease approval and Lease if:

- (a) The Owner has complied with the requirements of the Governing Documents concerning Leasing,

- (b) In the case of a renewal, the Tenant is in strict compliance with all of the provisions of the Governing Documents, and has not been found to be in violation of the Governing Documents, following notice and an opportunity to be heard, more than once during the immediately preceding year,
- (c) The Lease complies with the requirements of the Declaration, and
- (d) The Rental or Lease of the Apartment would not cause the total number of all Rental or Leased Units to exceed five Apartments, provided that the Association may grant a Waiver as provided for in Section 8.2.9 even though a Waiver may temporarily cause the number of Leased or Rented Units to exceed the Restriction on Leasing until the next rental vacancy occurs.

The Association's authority to consent to or disapprove a Lease is subject to the following additional provisions:

- (a) The Association shall not withhold consent for an Owner and Tenant to renew a Pre-Existing Lease meeting the requirements of Section 8.2.19 (Pre-Existing Leases) merely because the number of Leased or Rented Units is equal to or greater than the Restriction on Leasing, and
- (b) The Association shall not withhold consent for a Mortgagee in possession of an Apartment following a default in its mortgage or a foreclosure, or from a successor in interest to such Mortgagee, where such Mortgagee or a purchaser at a foreclosure sale first obtains possession subsequent to the date of recording of this Amendment, to Rent or Lease an Apartment merely because such rental or leasing would cause the number of Leased or Rented Apartments to exceed five apartments.

8.2.14 Notices Regarding Occupancy Changes. The presence and movement of Persons in and out of Apartments shall be governed by the provisions of this Section. All Tenants and Occupants occupying Apartments must be registered with the Association. As used in this Section, the term Registration means the filing by an Owner with the Board, or its authorized representative, a written statement setting forth the following information:

- The name, telephone numbers, and correct street address of the Owner of the Apartment,
- The apartment number and names and telephone numbers of all Tenants or Occupants of the Apartment other than the owner,
- The number of the storage spaces allocated to the Apartment, and

- Any other information regarding the Tenant or Occupant which is reasonably required by the Board
- All owners must register new Tenants or Occupants with the Board at the time those persons move in to an Apartment or within five (5) days of meeting the definition of the term "Tenant" or "Occupant" as used in this Amendment. All owners shall advise the Board or its authorized representative of any changes in the registration information required to be provided in this Section on a current basis. In addition, all Tenants and Occupants shall provide the Board or its authorized representative with reasonable prior notice of the date on which they expect to move into or out of an Apartment.

8.2.15. Rental Processing Fees. The Board is authorized to establish and charge reasonable fees in connection with the Rental or Leasing of Apartments, for maintaining Tenant information and the Rental Waiting List, and Tenant screening to defray the added administrative costs of such activities. Rental processing fees shall be collectable as a special Assessment against the Apartment and its Owner.

8.2.16. Board Authorized To Further Regulate Leasing. Leasing of Apartments, to the extent permitted by this Amendment, impacts the Association in various ways, including, but not limited to, the following: (1) The Association's budget depends in part upon payments from owners whose ability to pay assessments depends, in turn, upon their tenants'/lessees' timely payment of rental obligations, (2) the safety and security of the condominium premises depends in part upon the Association's ability to distinguish between persons with, and persons without, rights to be on the Condominium premises, and (3) the preservation of harmonious relations between persons residing in close association with and proximity to one another depends in part upon ensuring that all persons residing at the Condominium are made aware of, and held accountable to, the obligations created by the Governing Documents. The Board is therefore authorized to adopt reasonable rules relating to and governing any and all aspects of the Leasing of Apartments so as to minimize or manage the impacts of Leasing on the efficient and effective management of the Association Rules that the Board is authorized to create and enforce include, without limitation, rules:

- (a) Defining the meaning(s) of terms contained in the Governing Documents concerning the Leasing of Apartments,
- (b) Requiring payment by an owner of a security deposit in an amount which the Board, in its sole discretion, determines to be reasonable to cover possible move-in and/or move-out damage to the common areas and facilities,
- (c) Requiring that Tenants and Occupants be furnished with copies of the Association's Governing Documents and establishing a reasonable charge

in the event the Association provides copies of Governing Documents to Tenants,

- (d) Requiring tenant-screening, including, without limitation, establishing the nature of screening required,
- (e) Requiring Tenants and Occupants to secure and maintain renter's insurance.

8.2.17. Assignment of Rent to Association. If an Apartment is Leased or Rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Apartment are more than thirty (30) days delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Apartment owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association, including interest and costs of collection, provided that the Board shall not exercise this power where a receiver has been appointed with respect to an Apartment or Owner, nor in derogation of the exercise of any Lender's rights to receive rent. The Tenant shall have no right or duty to question payment to the Association and the Tenant's payment to the Association shall discharge the Tenant's obligation to pay rent to the Owner, to the extent of the amount paid by the Tenant to the Association. No demand or acceptance of rent under this section shall be deemed to be a consent or approval of the Lease or Rental of the Apartment or a waiver of the obligations imposed by the Governing Documents on an Owner, Tenant, or Occupant. If a Tenant fails or refuses to pay rent to the Association as provided for in this section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under RCW 59 12 030, and the costs and attorneys' fees incurred by the Association in connection with that action shall be collectable from the Tenant in that action, and from the owner of the Apartment in the same manner as any other Assessment.

8.2.18. Enforcement Against Tenants and Occupants. If, after notice and an opportunity to be heard, a Tenant or Occupant occupying an Apartment fails to comply with a provision of the Governing Documents or a decision of the Board then, in addition to all other remedies available to the Association, the Board may notify the owner of the Apartment of the violation and demand that the violation be remedied through the Owner's efforts within ten (10) days after the Board's notice to the Owner. If the violation is not remedied within the ten (10) day period, or if the Tenant or Occupant has been found to be in violation of the Governing Documents, following notice and opportunity be heard, more than twice during the immediately preceding one (1) year period, then the Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act, or any successor statute, on account of the violation. The action shall not be compromised or settled without the prior written approval of the Board. If the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute the action as attorney-in-fact for the Owner and at the owner's sole cost. Neither

the Board nor the Association's manager shall have any liability to an Owner, Tenant, or Occupant for any eviction made in good faith. The costs of the action including, without limitation, attorneys' fees and any costs incurred in connection with that action, shall be recoverable from the Tenant and shall, in addition, be deemed to constitute an Assessment secured by a lien on the Apartment and a personal obligation of the Owner, and may be collected and foreclosed by the Association in the manner described in the Declaration. Each Owner hereby automatically and irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact for the purposes described in this Section.

8.2.19. Pre-Existing Leases. Any Tenant occupying an Apartment pursuant to a Pre-Existing Lease will be permitted to renew his or her Lease notwithstanding the Restriction on Leasing set forth in Section 8.2.3 above, provided that a copy of the Pre-Existing Lease was filed with the Association within the time period provided for in Section 11.1.19 of the Amendment to Declaration (previously recorded under Recording No. 20040519002377) and any subsequent renewals are submitted to the Association for approval prior to the expiration of the Lease term then in effect. The assignment or subletting of an apartment by a Tenant or the sale of the Apartment by the Owner shall terminate the right to renew a Pre-Existing Lease under this Section.

8.3 Responsibility for Maintenance and Repair.

Except for those items specifically listed below, the Association is responsible for performing maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and each Owner is responsible for performing maintenance, repair and replacement of that Owner's Unit. Each Owner shall, at the Owner's sole expense:

8.3.1. Keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit;

8.3.2. Be responsible for any plumbing fixtures, water heaters, fans, and heating equipment which serve only that Unit, whether or not located in the Unit;

8.3.3. Be responsible for care and maintenance of the patio, deck, sidewalk or walkway adjacent to the Unit; and

8.3.4. Be responsible for the cost of maintenance, repair, and replacement for Limited Common Elements reserved for or assigned to the Unit. Where a Limited Common Element is shared by more than one but less than all the Units, then the cost shall be borne equally among the Units sharing the Limited Common Element.

The Board is authorized to adopt reasonable rules relating to and governing any and all aspects of Owner responsibility for maintenance, repair and replacement responsibility.

8.4 Exterior Appearance.

In order to preserve a uniform exterior appearance, the Board shall provide for the maintenance of the Common Elements, including the common drives, walks, corridors, stairways, elevators, exterior windows, exterior doors, and the exterior of the building. No Owner may modify or permanently decorate the Common Elements, or screens, doors, awnings, or other portions of any Unit visible from outside the Unit without the prior written consent of the Board or in accordance with rules or regulations of the Association. (See Article 22 for regulations concerning minor alterations.) No external antenna, satellite dish, tower or similar device for radio, television or other reception shall be placed or permitted to remain in or on any portion of the Common Elements or Limited Common Elements without the prior written consent of the Board, Unless otherwise established by rule or regulation of the Board, the color(s) of curtains, blinds or draperies visible from outside the Units shall be aesthetically complimentary to, and consistent with, the visible window treatments of surrounding structures and the Owners shall not replace the glass or screens in the windows or doors of the Units except with materials of similar or superior color and quality to those originally installed.

8.5 Reserve Study.

8.5.1. Duty To Prepare and Maintain Reserve Study. The Association shall prepare and annually update a Reserve Study, as further provided below, unless doing so would impose an unreasonable hardship on the Association.

8.5.2. Basis for Reserve Study. An initial Reserve Study was performed in February 2012 based upon a visual site inspection by a Reserve Study Professional. The Association shall update the Reserve Study annually. While every annual update need not be based upon a visual site inspection conducted by a Reserve Study Professional, an update shall, at least once every three years, be based upon a visual site inspection conducted by a Reserve Study Professional.

8.5.3. Exception. The Board shall be deemed to be excused from performing a duty imposed by Sections 8.5.1 and 8.5.2 above where the Association's performance of such a duty would impose an unreasonable hardship on the Association.

8.5.4. Contents. A Reserve Study shall include:

- (a) A reserve component list, including quantities and estimates for useful life of each reserve component, Remaining Useful Life of each reserve component, and current repair and Replacement Cost for each component;
- (b) The date of the study and a statement that the study meets the requirements of this section;
- (c) The level of Reserve Study performed;
 - (i) Level I: Full Reserve Study funding analysis and plan;

- (ii) Level II: Update with visual site inspection;
- (iii) Level III: Update with no visual site inspection;
- (d) The Association's reserve account balance;
- (e) The percentage of the Fully Funded Balance that the reserve account is funded;
- (f) Special Assessments already implemented or planned;
- (g) Interest and inflation assumptions;
- (h) Current reserve account Contribution Rate;
- (i) Recommended reserve account Contribution Rate;
- (j) Projected reserve account balance for thirty (30) years and a funding plan to pay for projected costs from those reserves without reliance on future unplanned Special Assessments; and
- (k) Whether the Reserve Study was prepared with the assistance of a Reserve Study Professional.

8.5.5. Disclosure. A Reserve Study shall include the following disclosure:

"This Reserve Study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a Reserve Study, or to provide contributions to a reserve account for a component, may, under some circumstances, require you to pay on demand as a special Assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a reserve component."

8.5.6. Relationship to Budget. A Reserve Study is supplemental to the Association's operating and maintenance budget. In preparing a Reserve Study, the Association shall estimate the anticipated major maintenance, repair, and Replacement Costs, whose infrequent and significant nature make them impractical to be included in an annual budget.

8.5.7. Demand by Owners. Where more than three (3) years have passed since the date of the last Reserve Study prepared by a Reserve Study Professional, the Owners of the Units to which at least twenty percent (20%) of the votes are allocated may demand, in writing, to the Association that the cost of a Reserve Study be included in the next budget and that the study be obtained by the end of that budget year. The written demand must refer to Section 8.5 of the Restated Declaration and to RCW 64.34.386. The Board shall, upon receipt of the written demand, provide Unit Owners making the demand reasonable assurance that the Board will

include a Reserve Study in the next budget and, if the budget is not rejected by the Owners, will arrange for the completion of a Reserve Study.

8.5.8. Remedies. In the event a written demand is made and a Reserve Study is not timely prepared, a court may order specific performance and award reasonable attorneys' fees to the prevailing party in any legal action brought to enforce this Section 8.5 and RCW 64.34.386. The Association may assert unreasonable hardship as an affirmative defense in any such action. Without limiting this affirmative defense, an unreasonable hardship exists where the cost of preparing a Reserve Study would exceed ten percent (10%) of the Association's annual budget.

8.6 Effect on Insurance.

Nothing shall be done or kept in any Unit, Limited Common Element, or Common Element that will increase the rate of insurance on the Property without the prior written consent of the Board. Nothing shall be done or kept in any Unit, Limited Common Element, or Common Element that will result in the cancellation of insurance on any part of the Property, or that would be in violation of any laws.

8.7 Use of Common and Limited Common Elements; Consent Required to Alter.

Use of the Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration and the Rules and Regulations of the Board. Nothing shall be altered, constructed in or removed from any Common Element or Limited Common Element except with the prior written consent of the Board, as described in Sections 22.3.6 and 22.5.

8.8 Signs.

No sign of any kind shall be displayed to the public view on or from any Unit, Limited Common Element or Common Element without the prior consent of the Board. The Board may adopt reasonable rules to regulate signs.

8.9 Pets.

Two (2) small pets (e.g. dogs and cats under twenty-five pounds each) may be kept in a Unit. Otherwise, no dogs, cats, or other animals, birds, reptiles or other non-human living creatures shall be kept in any Unit on in any Common Element or Limited Common Element, except as expressly permitted, and then subject to, Rules and Regulations adopted by the Board. The Board, after Notice and Opportunity to be Heard, may require the removal of any pet which it finds is damaging the Property, including a Unit, or disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain. A Board determination that a violation of this restriction exists is final. That determination is fully enforceable through all available means. This includes, for example, imposing fines and obtaining injunctive relief from a court.

8.10 Quiet Enjoyment.

No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements or Common Elements which would interfere with the right of quiet

enjoyment of the other residents of the Condominium. The Board may adopt rules relating to and governing the level of noise in a manner that promotes the use, value, and enjoyment of Property; sleep and repose; and the quality of the environment.

8.11 Trash and Outside Storage.

Each Owner shall remove all trash or garbage from the Unit and deposit it in proper receptacles. No outside storage is allowed in the Common Elements or Limited Common Elements without prior permission of the Board.

8.12 Offensive Activity.

No noxious or offensive activity may be carried on in any Unit, Limited Common Element or Common Element, nor shall anything be done in any part of the Condominium that may be or become an annoyance or nuisance to other Owners, including, but not limited to, allowing or permitting any continuing vibration ("Vibration") or any offensive or obnoxious and continuing noise ("Noise") or any offensive or obnoxious and continuing odor ("Odor") to emanate from the Unit into any other Unit. The Board may hold a Due Process Hearing to determine whether a violation of this restriction exists. A Board determination that a violation of this restriction exists is final. That determination is fully enforceable through all available means. This includes, for example, imposing fines and obtaining injunctive relief from a court.

8.13 Hazardous Substances.

The Owner of each Unit shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled or disposed of on, under, in or through the Owner's Unit or the Property; and each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the Property by the Owner or the tenants or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities.

8.14 Conveyance by Owners; Notice Required.

8.14.1. An Owner's right to sell or convey the Owner's Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf.

8.14.2. An Owner must deliver a written notice to the Board at least two (2) weeks before closing a sale or Conveyance of the Owner's Unit. The notice shall specify (a) the Unit being sold; (b) the name and address of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and (c) the estimated closing date.

8.14.3. The Board may 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.

8.14.4. In addition to unpaid Assessments and charges, the Board may charge a transfer fee to defray administrative time and costs associated with a Conveyance, to be paid out of escrow not to exceed one-half of the regular monthly assessment. Such fee shall be disclosed in the Resale Certificate to prospective buyers and shall be charged against the Seller unless the Seller and Buyer otherwise agree.

8.14.5. Promptly upon the Conveyance of a Unit, the new Unit Owner must notify the Association of the date of the Conveyance and the Unit Owner's name and address. The Association may provide Unit Owner's name and address to each insurance company that has issued an insurance policy under Article 18 and request that the new Owner be made a named insured under that policy.

ARTICLE 9. ENTRY FOR REPAIRS OR MAINTENANCE

9.1 Entry of Units; Notice Required.

9.1.1. Entry and Notice. The Board and its agents or contractors may enter any Unit and any Limited Common Element (a) to effect repairs, improvements, replacements, maintenance or sanitation work, and inspections which the Board, in performing its duties, deems necessary, (b) to do necessary work that the Owner has failed to perform within a reasonable time of being notified in writing of the need to do the work, (c) to prevent damage to the Common Elements or to another Unit, (d) for insurance rating purposes, or (e) in the event of a fire or other life threatening emergency. The Occupant shall be notified as far in advance of entry as is reasonably practicable, except in an emergency which precludes advance notice. Such entry shall be made with as little inconvenience to the Unit Occupant as practicable.

9.1.2. Emergency Contact Information; Unit Key. The Board or its Managing Agent may request, and an Owner may provide, Emergency Contact Information and Unit key. Emergency Contact Information may include, for example, contact information for an absentee

or vacationing Owner or information regarding next of kin. The Association is under no obligation to request or store this information or Unit Keys.

9.2 Failure of Owner to Maintain or Repair.

The Board may levy a Special Assessment against an Owner for all or part of the cost of work that the Owner has failed to perform, or for work that the Owner requested that the Association perform. The Special Assessment may be collected and foreclosed in the manner provided in Article 13.

9.3 Inspection.

9.3.1. Purpose. A failure of certain components in a Unit can cause damage that extends beyond the Unit. Components that can cause damage that extends beyond the Unit include, for example, a Unit's smoke detectors, wall insert electric heaters, fireplace and flue, bathtubs, sinks, toilets, hot water tank and plumbing and electrical fixtures ("High Risk Components"). Preventing a failure of a High Risk Component from occurring is important because repairing damage that originates in a Unit but extends beyond the Unit is costly and complicated. The existence of certain circumstances may establish an elevated risk that a High Risk Component will fail. Preventing failure of a High Risk Component is an objective reasonably pursued by establishing (a) what circumstances may elevate the risk of failure, (b) what means are available for detecting the existence of such circumstances, and (c) what actions, if taken, might avert the failure of a High Risk Component. The Declaration elsewhere describes (a) an Owner's duties to maintain and repair the Owner's Unit and Limited Common Area, and (b) the Owner's duty to refrain from conduct that will increase the Association's insurance premiums or that may become an annoyance or nuisance to other Owners. This Section 9.3.1 supplements other Declaration-based obligations by establishing Owner obligations and Association rights with respect to preventing the failure of a High Risk Component.

9.3.2. Process. The Board may cause a High Risk Component to be inspected. The Board may require the inspection be undertaken by the Unit Owner at the Owner's expense or the Board may undertake the inspection and charge the Unit Owner for the expense incurred. The Board shall have the right to enter a Unit for the purpose of inspecting a High Risk Component. Board entry of a Unit for this purpose shall be done in accordance with the provisions of the Association's Governing Documents that establish the scope of the Board's right of entry, including Declaration Section 9.1.

9.3.3. The Board may establish the qualifications required of an inspector. Where the Board directs a Unit Owner to undertake an inspection, the Board may also require the Owner to provide the Board with a written inspection report, signed by the inspector, which states the inspector's findings and recommendations. Where the results of an inspection establish the existence of an elevated risk that the High Risk Component may fail, the Board may require action(s) be taken to reduce or eliminate the risk. Such actions may include, but are not limited to, (a) requiring an Owner to take specific remedial action, including repair or removal and

replacement, at Owner's expense by no later than a specified date, or (b) taking action by the Board to implement remedial action and to charge the cost of that action as an Assessment against the Owner and the Unit.

ARTICLE 10. OWNERS ASSOCIATION

10.1 Form of Association.

The Owners of Units shall constitute an owners association to be known as Wallingford Court Association of Apartment Owners. The Association shall be organized as a nonprofit Corporation. The number of Board members and the qualifications and procedures for election to the Board shall be provided in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act and the Governing Documents.

10.2 Bylaws.

Bylaws supplement the Declaration and provide for the administration of the Association and the Property in a manner consistent with the Condominium Act or the Declaration. The Bylaws may be amended by approval of a majority of the total Allocated Interests of the Association. Approval can be given at a meeting of the Association, by action without a meeting as described in the Bylaws, by written consent, or by any combination of these methods for obtaining Owner approval.

10.3 Qualification and Transfer.

Each Owner, from becoming an Owner and until ceasing to own a Unit, is a Member of the Association. Association membership is appurtenant to the Unit which gives rise to the membership. A transfer of title to a Unit automatically transfers the appurtenant membership to the new Owner. Membership shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of title to the Unit to which it is appurtenant and then only to the new Owner. If a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. A prohibited transfer, if made, is void.

10.4 Voting.

10.4.1. Number of Votes. The total voting power of all Owners shall be twenty (20) votes and the Owners of any one Unit shall have one (1) vote.

10.4.2. One Voting Representative Per Unit. Each Unit shall have one (1) voting representative. An Owner may designate a Unit's voting representative by written notice to the Board. The voting representative need not be an Owner. This designation is revocable. It may be revoked by a party having an ownership interest in a Unit. It is revoked by so notifying the Board. The revocation is effective upon actual notice to the Board.

10.4.3. No Division Of A Vote. A Unit's vote (a) shall not be divided, and (b) shall be cast as a single vote. Joint Owners who cannot agree how to cast their Unit's vote on a matter are deemed to have forfeited the right to cast that vote on the matter in question.

10.4.4. Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified in writing of any such pledge to a Mortgagee, or in the event the Owner(s) has otherwise pledged his vote regarding special matters to a Mortgagee, only the vote of such Mortgagee will be recognized in regard to the special matters for which the vote is pledged, if a copy of the instrument with this pledge has been filed with the Board.

10.5 Notice of Any Association Meeting.

There shall be an annual meeting of the Owners. It shall be at a reasonable place and time. A special meeting of the Association may be called as provided in the Bylaws. Written notice of any meeting of the Association shall be sent to all Owners not less than ten (10) nor more than sixty (60) days before the meeting. The notice shall state:

- (a) the time and place of the meeting;
- (b) the business to be voted on;
- (c) the general nature of any proposed adoption of, or amendment to, the Declaration, the Articles of Incorporation, the Bylaws, or the budget,
- (d) the change, if any, in the Assessment obligation if the proposed action is approved, and
- (e) if removal of a director(s) is proposed, the name(s) of the director(s) whose removal is sought.

10.6 Quorum.

Unless the Bylaws specify a larger percentage, a quorum is present throughout any meeting of the Association if the Owners of Units to which fifty percent (50%) of the allocated votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

10.7 Powers of the Association.

The Association acts through (a) the Board and (b) any other Person(s) or entity to whom the Board has delegated authority to act. In addition to those actions authorized elsewhere in the Condominium Act or in the Declaration or Bylaws, the Board shall have authority to:

- (a) Adopt and amend Bylaws, subject to, and in accordance with, procedures the Declaration and Bylaws establish;

- (b) Adopt and amend Rules and Regulations which (i) are consistent with the purposes and provisions of the Declaration and (ii) further define and/or limit permissible activities within the Condominium; provided that Owners may repeal a Rule and Regulation by the affirmative vote of a majority of the total Allocated Interests in the Association voting at a special Owner's meeting called for that purpose, to repeal a Rule and Regulation;
- (c) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Owners;
- (d) Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors, including, for example, accountants, real estate firms, consultants, specialists, or such other persons as may be reasonably necessary or convenient to assist the Association and the Board in the management and administration of the Association;
- (e) Paint, landscape, maintain, repair and replace the Common Elements and acquire such furnishing and equipment for the Common Elements as the Board shall determine is necessary and proper;
- (f) Enforce provisions of the (i) Declaration, (ii) Articles, (iii) Bylaws, (iv) Rules and Regulations and to enforce Board decisions;
- (g) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Owners on matters affecting the Condominium and to incur legal fees and costs to so participate or defend, where the Board first determines such participation or defense to be in the best interests of the Association;
- (h) Make contracts and incur liabilities;
- (i) Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements;
- (j) Maintain and repair a Unit if (i) the Board determines the maintenance or repair is reasonably necessary to protect the Common Elements or the Condominium's appearance and value and (ii) the Owner, having been notified in writing that the maintenance or repair is necessary, has failed or refused to perform the maintenance or repair; provided that the Board shall specially assess the Owner for the cost of the maintenance or repair;
- (k) Arrange for and supervise any addition or improvement to the Condominium; provided that if the estimated cost of addition or improvement to the Condominium exceeds twenty-five thousand dollars (\$25,000.00), the approval of the Owners holding a majority of the total Allocated Interests in the Association shall be required; however, as used herein the term "addition or improvement" shall not apply to the replacement of an existing common element or common element component including a replacement by an element that is considered to incorporate improved or upgraded materials or components;
- (l) Grant easements, Leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys, provided,

however, that the Board shall not exercise such authority without first obtaining the affirmative vote of a majority of the total Allocated Interests at a meeting called for such purpose, or if no such meeting is held, then the affirmative written consent of a majority of the total Allocated Interests;

(m) Purchase, acquire, hold, encumber, and convey in its own name any right, title, or interest in real or personal property, provided, however, that the Board shall not exercise such authority without first obtaining the affirmative vote of a majority of the total Allocated Interests at a meeting called for such purpose, or if no such meeting is held, then the affirmative written consent of a majority of the total Allocated Interests.

(n) Authorize the installation of utility or service lines that the Board deems to be in the best interest of the Association;

(o) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners;

(p) Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;

(q) Impose and collect charges for late payment of Assessments;

(r) Levy, impose and collect reasonable fines for violation of the Governing Documents, provided that the action is (i) taken in accordance with procedures adopted by the Board, (ii) taken only after Notice and an Opportunity to be Heard by the Board or the person(s) designated by the Board, and (iii) taken pursuant to a schedule of fines which the Board previously established, adopted and furnished to Owners.

(s) Impose and collect reasonable charges for the preparation and recording of amendments to this Declaration, resale certificates required by RCW 64.34.425, and statements of unpaid Assessments;

(t) Provide for the indemnification of (i) the members of the Board, (ii) the officers, and (iii) any other person or entity to whom the Board has delegated authority to act for the Association, and maintain directors' and officers' liability insurance;

(u) Borrow funds on behalf of the Association. In order to secure repayment of such funds, the Board may assign its right to future income, including the right to receive Common Expense Assessments, to a Lender, and offer any of the Association's real or personal property as security for the Loan;

(v) Provide or pay, as part of the Common Expenses, any necessary utility services including water, sewer, garbage, electrical, telephone, and gas, if any;

(w) Pay to discharge a lien or encumbrance against all, or any part, of the Common Elements, provided that the Board shall specially assess any Owner responsible for the imposition of the lien or encumbrance the cost of discharging that lien or encumbrance;

(x) Establish and administer a reserve account as described in RCW 64.34.380;

- (y) Prepare a Reserve Study as described in RCW 64.34.380;
- (z) Exercise any other powers conferred by this Declaration or the Bylaws;
- (aa) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and
- (bb) Exercise any other powers necessary and proper for the governance and operation of the Association.

10.8 Financial Statements and Records.

10.8.1. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.34.425.

10.8.2. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles; provided, that an annual audit may be waived annually by Unit Owners to which sixty percent (60%) of the votes are allocated.

10.8.3. The annual financial statement shall be prepared by a certified public accountant who is not a member of the Board or an Owner.

10.8.4. The financial statement shall be completed in time for the Association's annual meeting and, in any event, within one hundred and twenty (120) days following the end of the fiscal year for which it is prepared. Any Mortgagee is entitled to receive the annual financial statement upon request. Upon written request of FHLMC, FNMA, HUD, or VA, if it is a Mortgagee, the Association shall provide the financial statement of the Association for the preceding fiscal year, within a reasonable time.

10.8.5. The Board, or Owners having fifty-one percent (51%) of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting.

10.8.6. An Owner or Mortgagee, at the Owner's or Mortgagee's expense, may conduct an audit of the Association and management books.

10.9 Inspection of Condominium Documents, Books and Records.

The Association shall make available to Owners, Owners' authorized agents, Mortgagees, and the agents or attorneys of any of them, current copies of the Governing Documents and the records of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to (a) pay a reasonable charge to cover copying costs and administrative fee incurred in connection with the request and (b) certify in writing that the information inspected shall only be used for a legitimate Association purpose.

ARTICLE 11. THE BOARD

11.1 Selection of the Board and Officers.

The Owners shall elect a Board of Directors of five (5) persons, in accordance with the procedures the Bylaws establish, all of whom must be Unit Owners. The Bylaws shall establish the number of Board members and their terms of service. The Board shall elect officers. Unless the Bylaws establish a different process for removal of an Officer, following proper notice of a Board meeting, an Officer may be removed by majority vote of the Directors at the meeting. Notwithstanding any provision of the Bylaws to the contrary, the Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

11.2 Powers of the Board.

The Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association (including those set forth in Section 10.7) except as otherwise provided in the Condominium Act or the Governing Documents. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care. Duties requiring the exercise of such ordinary and reasonable care include, without limitation, the Board's exercise of discretion in making decisions relating to the preparation and updating of a Reserve Study, including decisions about whether a Reserve Study will be prepared or updated, and whether the assistance of a Reserve Study Professional will be utilized.

11.3 Limitations on Board Authority.

The Board shall not act on behalf of the Association to: (a) amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Article 23; (b) terminate the Condominium pursuant to Article 24; (c) elect members of the Board; or (d) determine the qualifications, powers, and duties, or terms of office of Board members. The Board may, however, fill a Board vacancy in accordance with the Bylaws. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

11.4 Managing Agent.

The Board may contract with an experienced professional Managing Agent to assist the Board in managing and operating the Condominium and the Association. The Board may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited by the Condominium Act, the Declaration or the Bylaws. Any contract with a Managing Agent shall: (a) be written; (b) have a term no longer than one (1) year, which term can only be extended each subsequent year by specific Board action renewing the contract for another specific term; (c) have a term that provides that the contract is subject in all respects to the provisions of the Declaration; (d) be terminable by the Board without payment of a termination fee either (i) for cause or (ii) without cause on thirty (30) days' written notice; and

(e) require that the Managing Agent have appropriate insurance coverage. In the event of a conflict between a provision of a contract with a Managing Agent and a provision of the Declaration, the Declaration shall prevail. If a contract with a Managing Agent does not contain the provisions required by this Section, these provisions will nevertheless be deemed to be part of the contract and shall be binding on the parties because they are stated in the Declaration.

11.5 Right to Notice and Opportunity to Be Heard.

Whenever this Declaration requires that an action be taken after “Notice and an Opportunity to be Heard,” the following procedure applies:

11.5.1. The person against whom the action is being taken shall be given written notice

- (a) of the action being taken,
- (b) of the person’s right to request in writing that the person be given an opportunity to be heard on the matter,
- (c) that the action will be taken unless the person makes timely written request for an opportunity to be heard on the matter, and
- (d) of the deadline by which a written request for an opportunity to be heard must be received, which deadline shall not be less than five (5) calendar days from the date the notice is delivered to the person.

11.5.2. If the person makes timely written request for an opportunity to be heard, then the person shall be given written notice of the date, time and place of the meeting at which the person will be heard (“the Hearing”). The Hearing shall occur not less than five (5) days from the date the notice of the Hearing is delivered to the person.

11.5.3. At the Hearing, the person has the right to give testimony orally, in writing, or both, and to otherwise present evidence. The rules of procedure here described may be supplemented by duly adopted additional rules of procedure, established to promote a prompt and orderly resolution of the matter. If so adopted, and if provided to the person before the Hearing, such additional rules will apply to the Hearing. The evidence received will be considered in making a decision.

11.5.4. The person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 12. BUDGET AND ASSESSMENTS

12.1 Fiscal Year.

The fiscal year is January through December, unless the Board adopts a different twelve (12) month period.

12.2 Preparation of Budget.

Not less than thirty (30) days before the end of the fiscal year, the Board shall prepare a budget for the Association for the coming year. In preparing its budget, the Board shall estimate the Common Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association.

12.3 Ratification of Budget.

Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. A budget ratified as here provided may not be invalidated because of the Association's failure to comply with duties, imposed by the Governing Documents and by the Condominium Act, to prepare or revise a Reserve Study.

12.4 Supplemental Budget.

If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget that results in an increase in any Owner's Assessments must be ratified pursuant to Section 12.3.

12.5 Assessments for Common Expenses.

The amounts required by the Association for Common Expenses and Specially Allocated Expenses as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Assessment for each Unit is the total of (a) the Common Expense Liability of that Unit times the total monthly installment for Common Expenses for all Units;

12.6 Special Assessments.

For those Common Expenses that cannot reasonably be calculated and paid on a monthly basis, the Board may levy a Special Assessment for such expenses against the Units, subject to ratification by the Owners pursuant to Section 12.3.

12.7 Creation of Reserves; Assessments.

The Board shall create, fund and maintain reasonable reserves for contingencies, operations, maintenance and repair of common elements that will require major maintenance, repair or replacement by the Association within thirty (30) years. Such reserves shall be maintained in a minimum amount of not less than ten percent (10%) of the most recent annual assessment. A reserve account shall be established in the name of the Association. The Board is responsible for administering the reserve account. The Association may withdraw funds from its reserve account to pay for unforeseen or unbudgeted costs. The Board shall record any such withdrawal in the minute books of the Association, cause notice of any such withdrawal to be given to each Unit Owner, and adopt a repayment schedule not to exceed twenty-four (24) months, unless it determines that repayment within twenty-four (24) months would impose an unreasonable burden on the Unit Owners. The operation of reserve accounts and Assessments for reserve accounts may be further governed by the Bylaws or Rules.

12.8 Notice of Assessments.

The Board shall notify each Owner in writing of the amount of the monthly general and Special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and Special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

12.9 Payment of Monthly Assessments.

On or before the first (1st) day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that month. Any Assessment not paid by the fifteenth (15th) day of the calendar month for which it is due shall be delinquent and subject to late charges, interest, attorney's fees and collection procedures as provided in Article 13.

12.10 Proceeds Belong to Association.

All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

12.11 Failure to Assess.

Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent fiscal year, and the monthly Assessments amounts established for the preceding fiscal year shall continue until new Assessments are established.

12.12 Certificate of Unpaid Assessments.

Upon the request of any Owner or Mortgagee, the Board must furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Board may establish and charge a reasonable fee to reimburse it for the cost of preparing the certificate.

12.13 Recalculation of Assessments.

If Common Expense Liabilities are reallocated as the result of a Section 6.2 reallocation, Common Expense Assessments, Special Assessments, and any installments not yet due shall be recalculated in accordance with the reallocated liabilities.

ARTICLE 13. LIEN AND COLLECTION OF ASSESSMENTS

13.1 Assessment Liens and Priority.

13.1.1. Assessment Liens. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit ("Assessment Lien"). The Assessment Lien automatically attaches to the Unit at the time the Assessment is due.

13.1.2. General Priority. An Assessment Lien is senior to all other liens and encumbrances on a Unit recorded after the date of the Original Declaration except as specifically noted in the following subsections.

13.1.3. Mortgage Priority. An Assessment Lien is junior to a Mortgage on a Unit recorded before the Assessment Lien attached to that Unit, EXCEPT as provided in RCW 64.34.364.

13.1.4. Special Priority over Mortgages. Assessment Liens for Common Expenses (or those portions of Assessment Liens which qualify under this subsection) may have special priority over otherwise senior Mortgages, subject to the rules set forth in RCW 64.34.364, and enumerated for convenience below (meaning that if any part of this subsection 13.1.4 conflicts with RCW 64.34.364, that statute shall control).

(a) **For Common Expenses Only.** The Assessment Lien (or qualifying portion of an Assessment Lien) must be for Common Expenses only, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 12;

(b) **Six Months Priority.** The Assessment Lien (or qualifying portion thereof) must have attached during the six (6) months immediately preceding the date of:

- (i) a sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee,
- (ii) a trustee's sale in a nonjudicial foreclosure of a Mortgage, or

(iii) recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract.

(c) **Three Months Reduction in Priority for Eligible Mortgagees.** The priority of Assessment Liens described above may be reduced under the following circumstances. Priority of Assessment Liens against Units that are encumbered by a Mortgage held by an Eligible Mortgagee, or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments, shall be reduced by up to three (3) months if, and to the extent that, the Assessment Lien attached after the Mortgagee became an Eligible Mortgagee or gave written notice and before the Association gave written notice of the delinquency to the Eligible Mortgagee or Mortgagee requesting notice.

13.1.5. Priority of Government Liens. Liens for real property taxes and other governmental assessments or charges against the Unit are senior to Assessment Liens.

13.1.6. Notice of Assessment Liens. Recording of this Declaration constitutes record notice and perfection of Assessment Liens. The Association may also choose to record a notice of claim of lien for Assessment Liens in the real property records of the county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in subsection 13.1.4(c) above.

13.1.7. Homestead Exemption. Homestead protection under RCW 6.13.080 does not apply.

13.2 Lien May be Foreclosed; Judicial Foreclosure.

13.2.1. A lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12, or nonjudicially in the manner set forth in Section 13.3. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey it. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Article shall prohibit the Association from taking a deed in lieu of foreclosure.

13.2.2. Except as provided in the exception to (c) in Section 13.1.4, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit.

13.2.3. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

13.3 Nonjudicial Foreclosure.

A lien arising under this Article may be foreclosed nonjudicially in the manner specified in RCW 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to any title company as later designated by the Board of Directors provided such title company is licensed to transact business in King County ("Trustee"), to secure the obligations of each Owner ("Grantor") to the Association beneficiary for the payment of Assessments. The Grantor shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have power of sale with respect to each Unit, which becomes operative in the case of a default in Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially according to this Article, it will not be entitled to the lien priority over Mortgages described in exception (c) of Section 13.1.4.

13.4 Receiver During Foreclosure.

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by its Owner, the Association shall be entitled to the appointment of a receiver to collect from the Tenant the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, Lease the Unit or permit others to Lease it, and apply the rents first to the cost of the receivership and attorney's fees, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Article, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

13.5 Assessments Are Personal Obligation.

In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them. A Unit Owner's duty to pay any Assessment shall not be excused by the Unit Owner's non-use of a Common Element, non-exercise of a Membership right, or by the Association's non-performance of any Association duty, including, without limitation, an Association failure to comply with any obligation with respect to creating and updating a Reserve Study.

13.6 Extinguishment of Lien and Personal Liability.

A lien for unpaid Assessments and the personal liability for payment of Assessments are extinguished unless proceedings to enforce the lien or collect the debt are instituted within three (3) years after the amount of the Assessments sought to be recovered becomes due.

13.7 Joint and Several Liability.

In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owners of the Unit at the time the Assessment is due. In a voluntary Conveyance, the Grantee of a Unit shall be jointly and severally liable with the Grantor for all unpaid Assessments against the Grantor up to the time of the Grantor's Conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee towards the Assessments. Suit to recover a personal judgment for any delinquent Assessment may be maintained in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

13.8 Late Charges and Interest on Delinquent Assessments.

The Association may establish reasonable late charges. The Association may also establish a rate of interest to be charged on all delinquent Assessments. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest at the maximum rate permitted under RCW 19.52.020. The Association may, in its sole discretion, waive some or all interest charged on a delinquent Assessment.

13.9 Recovery of Attorney's Fees and Costs.

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

13.10 Security Deposit.

An Owner who has been delinquent in paying his monthly Assessments for three (3) of the five (5) preceding months may be required by the Board to make and maintain a security deposit not in excess of three (3) months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to that Owner, and may be resorted to at any time when such Owner is ten (10) or more days delinquent in paying Assessments.

13.11 Remedies Cumulative.

The remedies provided in Article 13 are cumulative. The Board may pursue them, and any other remedies which may be available under law or elsewhere in the Governing Documents, either concurrently or in any order.

ARTICLE 14. ENFORCEMENT

14.1 Strict Compliance.

Each Owner, Tenant, and Occupant of a Unit shall strictly comply with the provisions of the Governing Documents and with all decisions the Board arrives at in a manner provided in the Governing Documents ("Board Decisions"). The act of accepting a deed or other Conveyance or of entering into occupancy of a Unit operates (a) as an agreement by the recipient or Occupant

that such person accepts and ratifies all provisions of the Governing Documents and (b) as an acknowledgment that the Declaration and all amendments to it are covenants running with the land which bind any person holding any legal interest in a Unit.

14.2 Liability for Damages and Misconduct.

An Owner is responsible for the conduct of its Tenant, Occupant, Related Party, guest, invitee, and pet. An Owner is liable to the Association for damage and expenses the Association incurs as the result of misconduct by the Owner, Tenant, Occupant, Related Party, family, guest, invitee or pet. The charges for repair or replacement of any damage to the Condominium, the Common Elements, the Limited Common Elements or any Unit in excess of actual insurance proceeds received by, or to be paid to, the Association under the Association's policies of insurance and the expenses the Association incurs as the result of any such misconduct shall (a) be specially assessed to the Unit, (b) be a lien upon the Unit, and (c) be a personal obligation of the Unit Owner and of the Tenant or Occupant who engaged in the misconduct.

14.3 Board Hearings.

14.3.1. The Board is authorized to investigate, hear and determine all complaints concerning violations of any Board Decision or of any provision of the Governing Documents by any Owner, Tenant, or other Occupant, and to order that compliance be restored.

14.3.2. The Board shall establish a fine schedule. The fine schedule shall be furnished to Owners. The Board is authorized, after Notice and Opportunity to be Heard according to Section 11.5 above, to levy fines against any person found to be in violation of any Board Decision or of any provision of the Governing Documents. Fines shall be imposed based on the fine schedule most recently established and furnished to Owners. The Board may require the non-prevailing party in a Board hearing to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter. Fines and costs shall constitute Assessments secured by a lien upon any Unit belonging to or occupied by the person against whom they were assessed and shall be collectable in the manner provided in Article 13 for the collection of Assessments.

14.3.3. The authority set forth in Sections 14.3.1 and 14.3.2 above may be delegated by the Board, in its sole discretion, to another body or Person in a specific matter or in any category of matters, and the actions and decisions of such other body or Person shall have the same force and effect as though the Board itself had taken the action or made the decision.

14.4 Judicial Enforcement.

The Governing Documents and a Board Decision may be judicially enforced. Judicial enforcement includes declaratory relief, injunctive relief, award of damages, and any other legal or equitable remedy available to enforce a right or to remedy a wrong. Injunctive relief shall be available without a showing of irreparable harm or of the absence of a remedy at law. An

enforcement action may be brought by the Association. The Board may, in its sole discretion, exercise its business judgment to determine what actions, if any, it will take to judicially enforce the Governing Documents and a Board Decision. An Owner may bring an enforcement action if, after demand by the Owner, the Board fails or declines to bring the action. The prevailing party in an enforcement action shall be awarded its costs including reasonable attorney's fees.

14.5 Enforcement Against Tenants.

14.5.1. A Tenant, Occupant or a Related Party who, after Notice and an Opportunity to be Heard, does not comply with a Board Decision or the Governing Documents, may be evicted.

14.5.2. The Board shall notify the Owner, describe the violation and demand it be remedied within ten (10) days. If the violation has not been remedied within the ten (10) days, the Owner shall immediately commence eviction proceedings.

14.5.3. If evicting a Tenant, the Owner shall do so through diligent prosecution of an unlawful detainer action. If evicting an Occupant or Related Party, the Owner shall give notice terminating the tenancy-at-will and give the Occupant or Related Party thirty (30) days to permanently vacate the Unit, after which time any entry by the Occupant or Related Party into the Unit or on to the Property shall be a trespass.

14.5.4. If the Owner fails to commence eviction proceedings within ten (10) days of becoming obligated by this Article to evict, then the Board shall have the right, but not the duty, to evict the Tenant, Occupant or Related Party as the Owner's attorney-in-fact. All Owners hereby irrevocably appoint the Association as their attorney-in-fact for purposes of performing evictions described in this Article.

14.5.5. Eviction by the Board shall be at the Owner's expense, including all attorney's fees actually incurred. The costs of the action, including attorney's fees, shall be a personal obligation of the Owner and of the Tenant, Occupant or Related Party and shall also be an Assessment secured by a lien on the Unit. These costs may be collected as provided in Article 13.

14.6 Recovery of Attorney's Fees and Costs.

In addition to any attorney's fees and costs recoverable in an action brought under Article 13 or awarded by the Board as provided in Section 14.3, the Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the enforcement of any provision in the Governing Documents or any Board Decision, whether or not the enforcement activities result in suit being commenced or prosecuted to judgment or a hearing before the Board being held. In addition, the prevailing party shall be entitled to recover costs and reasonable attorney's fees on appeal and in the enforcement of a judgment, whether in the State of Washington or a sister state. All such costs and attorney's fees shall constitute an Assessment.

14.7 Failure of Board to Insist on Strict Performance No Waiver.

14.7.1. The Board or Managing Agent shall exercise its business judgment in determining what actions to take when enforcing the Governing Documents and enforcing a Board Decision.

14.7.2. The failure of the Board, Managing Agent or Owner, in any one or more instances, to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not operate as a waiver or relinquishment for the future of that term, covenant, condition or restriction. There shall be no waiver of any provision of the Governing Documents by the Board unless the Board expressly makes such a waiver, in writing and signed by the appropriate officers on behalf of the Board.

14.7.3. Receipt of any Assessment payment from an Owner by the Board or Managing Agent, with knowledge of any breach of the Governing Documents, shall not be deemed a waiver of that breach.

14.8 Remedies Cumulative.

The remedies provided in Article 14 are cumulative. The Board may pursue them, and any other remedies which may be available under law or elsewhere in the Governing Documents, concurrently, separately, or in any order.

ARTICLE 15. ALTERNATIVE DISPUTE RESOLUTION

15.1 Mandatory Mediation.

The Association's interests are best served by increasing the likelihood that disputes are resolved without the emotional and financial toll exacted upon Association Members by litigation. To that end, and with the exception of the claims listed below, claims between Owners or between an Owner(s) and the Association which involve the Governing Documents must be submitted to mediation before any party may pursue the claim through court proceedings. Notwithstanding this mandatory mediation requirement, the Board may decline to participate in a mediation where it determines in good faith that its participation in the mediation is not reasonably likely to produce a resolution of the dispute that serves the best interests of the Association.

15.1.1. The following categories of claims are exempt from this pre-litigation mediation requirement:

- (a) A claim in which the statute of limitations will soon expire;
- (b) A claim for injunctive or other forms of equitable relief;
- (c) A claim for declaratory judgment;

- (d) A claim for collection of an Assessment or foreclosure of a lien;
- (e) A claim for defects in construction or improvement of any part of the Property;
- (f) A claim that involves a party or parties who are not subject to the Governing Documents;
- (g) A claim between Association members where the claims are not related to the Governing Documents; and
- (h) A claim or issue that has, within the preceding twelve (12) months, been the subject of a previous mediation Request, Response, Reply or mediation conference between the parties.

15.1.2. Unless the parties to a mediation agree in writing to something different with respect to any part of the process described here, this process shall govern:

(a) The party requesting mediation (“Requestor”) must submit a request for mediation (“Request”) to the other parties (“Recipient(s)”). The Recipient(s) must then timely submit a “Response.” The Requestor must then timely submit a “Reply.” The Request, Response and Reply:

- (i) Can be delivered in any form (writing, email, fax, etc.), provided that the sender can prove it was received by the person to whom it was sent;
- (ii) Must state the issue(s) the sender wants to mediate; and
- (iii) Must either certify that the sender is willing to participate in mediation of all identified issues in good faith or state that the sender declines to participate in mediation.

(b) The following deadlines apply:

- (i) The mediation shall occur no later than ninety (90) days from the date the Recipient(s) receives the Request;
- (ii) The Response shall be received by the Requestor no later than thirty (30) days from the date the Recipient received the Request; and
- (iii) The Reply shall be received by the Recipient no later than fifteen (15) days from the date the Requestor received the Response.

(c) Absent agreement of the parties to some other mediator or mediation service, the mediation shall be conducted by the Dispute Resolution Center of King County. The mediator may, but need not be, an attorney or judge. The mediator’s primary function is to assist the parties in communicating with one another and to find ways to resolve the

disputed issues by agreement.

(d) The fees and costs of mediation shall be shared equally by all parties to the mediation. If the mediator requires pre-payment of all or a portion of the anticipated fees and costs, all parties to the mediation must comply with that requirement.

15.1.3. While this Article 15 promotes using mediation before a party may bring a lawsuit to resolve a dispute, a party's refusal to take part in mediation before a lawsuit is brought may sometimes be justified. A court is capable of determining whether or not a party's refusal to take part in mediation before the lawsuit was brought was justified. Upon a motion by the party seeking mediation, the court is authorized to:

(a) Enter an order compelling the parties to participate in mediation if the Court determines that mediation would be productive or useful; and

(b) Impose appropriate remedies for a party's unjustified failure to mediate claims that are subject to the mandatory mediation requirements imposed by this Article 15, including, without limitation, requiring that party to (i) pay all mediation fees and costs charged by the mediator, (ii) reimburse the other party for the costs of filing suit, (iii) reimburse the other party for process service costs, and (iv) reimburse the other party for some or all of that party's attorneys fees and costs.

ARTICLE 16. TORT AND CONTRACT LIABILITY

16.1 Limitation of Liability for Utility Failure, etc.

Except to the extent covered by insurance obtained by the Board, neither the Association, the Board, nor the Managing Agent shall be liable for: (a) the failure of any utility or other service to be obtained and paid for by the Board; (b) injury or damage to person or property caused by the elements, 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 place; (c) loss or damage, by theft or otherwise, of articles kept or stored in any Common Element, Limited Common Element or Unit; or (d) inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury, loss or damage, or for such inconvenience or discomfort.

16.2 No Personal Liability.

So long as a Board member, or Association committee member, or Association officer, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or

negligence of such person; provided that this Article shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board. In addition, monetary damages or any other liability may not be awarded against or imposed upon the Association, the officers or Board, or those persons who may have provided advice or assistance to the Association or its officers or directors, for failure to (i) establish a reserve account, (ii) have a current Reserve Study prepared or updated as required by the Governing Documents and the Condominium Act, or (iii) or make the reserve disclosures in accordance the requirements of the Governing Documents and the Condominium Act.

ARTICLE 17. INDEMNIFICATION

Each Board member, Association committee member, Association officer, and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement of such a proceeding. This indemnification shall be effective whether or not that person holds the position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance, and except in cases where such person is found guilty of willful misfeasance in the performance of such person's duties. In the event of any settlement, the indemnification shall apply only when the Board approves the settlement and reimbursement as being in the best interests of the Association.

ARTICLE 18. INSURANCE

18.1 General Requirements.

18.1.1. The Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance; (b) commercial general liability insurance; (c) fidelity insurance; (d) worker's compensation insurance to the extent required by applicable laws; (e) directors and officers liability insurance; and (f) such other insurance as the Board, in the exercise of its discretion and business judgment, deems advisable. Factors the Board may consider in exercising its discretion and business judgment with respect to making decisions about obtaining such other insurance include, but are not limited to, (a) the cost of obtaining and maintaining the insurance, (b) the relative risk that damage covered by such insurance will be incurred during the period covered by the insurance, (c) the relative benefit to the Association from obtaining and maintaining such insurance, and (d) the availability of alternative means of funding repairs that such insurance would fund.

18.1.2. The Board shall review at least annually the adequacy of the Association's insurance coverage.

18.1.3. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet

the specific requirements of FNMA, HUD, FHLMC and VA regarding the qualifications of insurance carriers.

18.1.4. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability and fidelity insurance that meet the insurance requirements for condominium projects established by FNMA, HUD, FHLMC, and VA so long as any of them is a holder of a mortgage or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them.

18.1.5. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insureds named therein, including Owners, Mortgagees, and designated servicers of Mortgagees.

18.2 Property Insurance.

The property insurance, at the minimum, shall provide all risk or special cause of loss coverage in an amount equal to the full Replacement Cost of the Common Elements, the Limited Common Elements, the Units and the equipment, fixtures, betterments and improvements in the Residential Units and personal property of the Association with an "Agreed Amount Endorsement" and, if required by FNMA or FHLMC, construction code endorsements, and a "Demolition Cost Endorsement" a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA or FHLMC deems necessary and are available. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagee, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in the Common Elements appertaining to the Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Each Owner shall promptly advise the Association in writing of any betterment or improvement intended as permanent part of the Unit costing more than ten thousand dollars (\$10,000).

18.3 Commercial General Liability Insurance.

The liability insurance coverage shall insure the Board, the Association, the Owners, and the Managing Agent, and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insured's for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least

one million dollars (\$1,000,000) combined single limit for bodily injury and property damage per occurrence and two million dollars (\$2,000,000) general aggregate.

18.4 Insurance Trustee; Power of Attorney.

The named insured under the policies referred to in Sections 18.2 and 18.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interests in the Common Elements. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 18.8, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as "attorney in fact" for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

18.5 Additional Policy Provisions.

The insurance obtained pursuant to Sections 18.2 and 18.3 shall contain the following provisions and limitations:

18.5.1. Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

18.5.2. Such policies shall not provide for contribution by or Assessment against Mortgagees or become a lien on the property superior to the lien of a first Mortgage.

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

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

18.5.5. The policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, any Owner, and/or their respective agents, Related Parties, employees, or Tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

18.5.6. The policy shall contain a standard mortgagee clause which shall:

(a) Provide that any reference to a Mortgagee in the policy shall mean and include all Mortgagees of any Unit in their respective order of preference, whether or not named therein;

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

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

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

18.6 Fidelity Insurance.

The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other Persons who handle or are responsible for handling funds of, or administered by, the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three (3) months' aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employees" or similar expression.

18.7 Owner's Responsibility For Certain Repair Costs.

18.7.1. Where damage is limited solely to a Unit and/or a Limited Common Element an Owner is obligated by Section 8.3 of the Declaration to maintain and repair, the Owner shall be responsible to pay for the loss up to the amount of the Property Insurance deductible of the Association's master insurance policy and to pay for all damage not covered by the Association's master insurance policy.

18.7.2. Where damage involves both the Common Element and one or more Units and/or the Limited Common Element(s), an Owner(s) is obligated by Section 8.3 of the Declaration to maintain and repair, responsibility to pay for damage up to the amount of the Property Insurance deductible of the Association's master insurance policy and to pay for damage not covered by the Association's master insurance policy shall be pro-rated among the Owners of the affected Units and the Association according to their relative damage.

18.7.3. Notwithstanding Sections 18.7.1 and 18.7.2 above, where the damage results from the negligent or intentional act(s) or omission(s) of an Owner or an Associated Person of the Owner, or results from the failure to maintain any portion of the Condominium that the Owner is responsible to maintain in good working order or condition, the Owner whose direct (or indirect) action or inaction was a cause of the damage shall be responsible to pay for the damage up to the amount of the Property Insurance deductible of the Association's master insurance policy and shall be responsible to pay for damage not covered by the Association's master insurance policy. "Associated Person" as used in this Section means any person who is present on the Property because of the person's relationship with the Owner. "Direct action or inaction" as used in this Section means the action or inaction of an Associated Person. "Shall be responsible to pay" as used in this Section means that, regardless of who initially pays for the repair of the damage, the cost of such repairs shall ultimately be borne by the Owner who, under this Section, is deemed to be responsible to pay for the damage.

18.7.4. Owners are, by this Article, informed of the payment obligations described in Section 18.7 of the Declaration and are required to maintain individual Unit Owner insurance as a possible source for meeting such payment obligations. This requirement applies to a Unit Owner whether or not the Unit Owner occupies the Unit. Each Owner shall carry personal liability insurance and property damage liability insurance with respect to his or her Unit with limits not less than three hundred thousand dollars (\$300,000) for personal liability and shall carry coverage for Unit betterments, improvements, fixtures and equipment. Any Owner policy shall name the Association as an additional insured and shall include a waiver of subrogation clause acceptable to the Board and to any First Mortgagee. The Association may, but is not required to, request proof of insurance from Owners and, in the event an Owner fails to provide sufficient proof of insurance to the Association, the Association may, but is not required to, obtain the insurance on the Owner's behalf and assess that Unit Owner for the premium.

18.8 Use of Insurance Proceeds.

18.8.1. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association pursuant to Article 19 unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Owners, including every Owner of a Unit or Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

18.8.2. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Owners or lien holders, as their

interests may appear, in proportion to the percentage of undivided interest appertaining to the Owner's Unit.

18.8.3. If the Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 20, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations.

18.8.4. Notwithstanding the provisions of this Article, Article 24 governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE 19. SIGNIFICANT DAMAGE AND REPAIR

19.1 Definitions: Significant Damage, Repair, Emergency Work.

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

19.1.2. "Repair" means restoring the improvements to substantially the condition they were in before they were damaged with each Unit and the Common Elements having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

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

19.2 Initial Board Determination.

In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within sixty (60) days after the date of damage (or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery), make the following determinations, employing such advice as the Board deems helpful:

- (a) The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected it.
- (b) A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon two (2) or more firm bids obtained from responsible contractors.

- (c) The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.
- (d) The amount of the deductible to be paid by an Owner with respect to damage or loss within the Owner's Unit or to the building in which the Owner's Unit is located.
- (e) The amount of the available reserves or other Association funds, although the Board is not required to use any reserves or other Association funds; and
- (f) The amount, if any, by which the estimated cost of Repair exceeds the portion of the deductible to be paid by a Owner or Owners, expected insurance proceeds, and available reserves or other Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities.
- (g) The Board's recommendation whether the damage should be Repaired.

19.3 Notice of Damage.

19.3.1. The Board shall provide each Owner with a written notice, not later than sixty (60) days after the date of Significant Damage (or after the date of discovery of the Significant Damage), describing the damage and summarizing the initial Board determinations made under Section 19.2. If the damage affects a material portion of the Condominium, the Board shall also send the notice to each Mortgagee; and if the damage affects a Unit, the Board shall send the notice to the Mortgagee of that Unit.

19.3.2. The Board shall promptly comply with all requirements of any applicable insurance policies, including, without limitation, filing a proof of loss statement with the insurance company, if any, which covers the loss, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. If the Board fails to file a proof of loss within the sixty (60) day period, any Owner or Mortgagee may make the determinations required under Section 19.2 and give the notice required under this Article, after first making written demand upon the Board that it carry out its responsibility under this Article.

19.4 General Provisions.

19.4.1. Duty to Restore. Any portion of the Condominium for which insurance is required under this Article that is Significantly Damaged shall be Repaired promptly by the Association unless: (a) the Condominium is terminated; (b) Repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Owners, including every Owner of a Unit or the Owners of the Units to which those Limited Common Elements were allocated which will not be Repaired, vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have the authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

19.4.2. Damage Not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired (regardless of whether such damage is Significant): (a) the

insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not Repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to all the Unit Owners or Lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

19.4.3. Reallocation. If the Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under the Declaration reflecting the reallocations.

19.5 Restoration By the Board.

If the damage (regardless of whether such damage is Significant) is to be Repaired pursuant to Section 19.4 then:

19.5.1. Contract and Contractors. The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to perform the Repair and restoration. Contracts for Repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, can afford to fund them. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that the work will be appropriately carried out, if that authorization does not contravene any insurance trust agreement or requirement of law.

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

19.6 Procedure for Repair Vote.

19.6.1. The Board shall promptly, and no later than sixty (60) days after the date of the Significant Damage occurs or is discovered, call a special Owners' meeting to consider Repairing the damage. If the Board fails to do so within the sixty (60) day period, then notwithstanding the provisions of the Bylaws, any Owner or first Mortgagee of a Unit may call and conduct the meeting after first making written demand to the Board that it do so.

19.6.2. Except for Emergency Work, no Repairs shall be commenced until the conclusion of the special Owners' meeting.

19.6.3. At the special meeting, the following consent requirements will apply:

(a) The Owners shall be deemed to have elected to Repair the damage in accordance with the original plan unless the Owners of at least eighty percent (80%) of the total voting power of the Condominium, including every Owner of a Unit which will

not be rebuilt and every Owner of a Unit to which a Limited Common Element which will not be rebuilt is allocated, have given their written consent not to Repair the damage.

(b) The unanimous consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the original plan.

(c) In addition to the consent by the Owners specified above, any election not to Repair the damage or not to rebuild substantially in accordance with the original plan will require the approval of eligible holders of first Mortgages on Units that have at least fifty one percent (51%) of the votes subject to eligible holder Mortgages.

(d) Failure to conduct the special meeting provided for under Section 19.6.1 within ninety (90) days after the date of damage shall be deemed a unanimous decision to Repair the damage in accordance with the original plan.

19.7 Effect of Decision Not to Repair.

In the event of a decision under this Article not to Repair the Significant Damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as it deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the proceeds shall thereafter be held and distributed as provided in Section 18.8.

ARTICLE 20. CONDEMNATION

20.1 Consequences of Condemnation; Notices.

If any Unit, portion of a Unit, the Common Elements, Limited Common Elements, or any portion of the Limited Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each holder of a first Mortgage and the provisions of this Article shall apply.

20.2 Power of Attorney.

Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings and negotiations, settlements and agreements with the condemning authority for acquisition of any part or all of the Common Elements by the condemning authority. The Board may appoint a trustee to act on behalf of the Owners in carrying out the foregoing functions in lieu of the Association. Should the Association not act, based on their right to act pursuant to this Article, the affected Owners may individually or jointly act on their own behalf.

20.3 Condemnation of a Unit.

If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the

Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation of a Unit shall be paid to the Owner or lien holder of the Unit as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section 20.3 is thereafter a Common Element.

20.4 Condemnation of Part of a Unit.

Except as provided in Section 20.3, if part of a Unit is acquired by condemnation, the award must compensate the Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation awarded to the Owner shall be paid to the Owner or lien holders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

20.5 Condemnation of Common or Limited Common Elements.

If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition. If the Board determines that a particular Owner's interest in the Common Elements is diminished with respect to other Owners, by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

20.6 Reconstruction and Repair.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 19.

ARTICLE 21. EASEMENTS

21.1 In General.

Each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access as required to effectuate and continue proper operation of the Condominium.

21.2 Encroachments.

To the extent not provided by the definition of "Unit" in the Declaration and in the Condominium Act, each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the unauthorized action of an Owner or Occupant. The encroachments described in this Article shall not be construed to be encumbrances affecting the marketability of title to any Unit.

ARTICLE 22. SUBDIVIDING OR ALTERING UNITS

22.1 Submission of Proposal to Subdivide Unit.

No Units may be subdivided either by agreement or legal proceedings, except as provided in this Article. An Owner may propose subdividing a Unit by submitting the proposal in writing to the Board and to all other Owners and Mortgagees of the Unit to be subdivided or combined. Such proposal to subdivide must also be given to every first Mortgagee of any Unit in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided upon approval pursuant to Section 22.2, and which amendments assign an identifying number to each Unit created, and reallocate the Allocated Interests and liabilities formerly allocated to the subdivided Unit to the new Units in any reasonable manner prescribed by the Owner of the subdivided Unit. The Owner of the Unit to be subdivided shall bear all costs of the subdivision. The Board may require, as a condition of approval, that the Owner of the Unit to be subdivided indemnify the Board and the Association against damage or liability arising out of the subdivision of the Unit.

22.2 Approval Required for Subdivision.

A proposal that contemplates subdivision of a Unit will be accepted only if approved in writing by all Owners and Mortgagees of the Unit or Units to be subdivided, the Board, eighty percent (80%) of all Owners and fifty one percent (51%) of Eligible Mortgagees.

22.3 Minor Alterations.

22.3.1. No Unit may be altered in any way except in accordance with this Article.

22.3.2. An Owner may make any improvements or alterations to his Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium.

22.3.3. No Owner may install hard surface flooring in a Residential Unit without the prior written consent of the Board. An owner, may, however replace or repair any existing flooring material previously approved by the Board with identical material without obtaining Board pre-approval.

22.3.4. standard.

22.3.5. No fan(s), ventilator(s) or air conditioning device(s) shall be installed within a Unit without the prior written approval of the Board.

22.3.6. An Owner may not change the Common Elements or a Limited Common Element or the exterior appearance of a Unit without permission of the Association pursuant to the procedures of Section 22.5.

22.3.7 The Board is authorized to adopt reasonable rules relating to and governing all aspects of Unit alterations, including the definition of "hard wood flooring" and conditions applicable to the installation of any new flooring systems.

22.4 Adjoining Units.

After acquiring an adjoining Unit or an adjoining part of any adjoining Unit, with the approval of the Board pursuant to Article 22, an Owner may remove or alter any intervening partition or create apertures in the partition, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries. The Owner's proposal to act under this Article shall be submitted to the Board and shall include the plans and specifications for the proposed removal or alteration.

22.5 Substantial Alteration.

A proposal that contemplates substantial alteration of one or more Units is subject to prior approval by the Board. The Board shall approve an Owner's request under this Article within sixty (60) days of its receipt of the request, unless the proposed alteration does not comply with Section 22.4, impairs the structural integrity or mechanical or electrical systems in the Condominium, or violates any provision of the Governing Documents. The failure of the Board to act on a request within such period shall be deemed approval of that request. The Board may place reasonable conditions and restrictions upon the work as described in Section 22.6 below. Further the Board may require that the Owner submit the written opinion of a licensed structural engineer certifying that a proposed alteration is structurally sound and will not impact the structural integrity of common elements, limited common elements or other Units. The full cost of such certification shall be borne by the Owner proposing the change and the selection of engineer shall be subject to prior approval of the Board.

22.6 Procedure After Approval.

After approval of a proposal under this Article, the Owner whose proposal was approved may proceed according to the proposed plans and specifications. The Board has the discretion to place reasonable conditions and restrictions upon the work. For example, and without limitation, the Board may require that the Board administer the work, may make provisions for the protection of other Units or Common Elements, may impose reasonable deadlines for completion of the work, and may require insurance coverage of the contractors performing the work. Any and all changes to the Survey Map Plans and Declaration shall be recorded, at the expense of the Owner who requested the alteration.

22.7 Relocation of Boundaries -- Adjoining Units.

The boundaries between adjoining Units may only be relocated by an amendment to the Declaration, pursuant to Article 23, upon application to the Board by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless within forty-five (45) days, the Board determines that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by the Owners in question, contains words of Conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall obtain and record amended Survey Maps and Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. The Owner or Owners benefited by a reallocation of Unit boundaries shall bear all costs associated with the reallocation under this Section, in proportion to the relative benefits to each Unit as determined by the Board.

ARTICLE 23. AMENDMENT

23.1 Purpose.

The passage of time brings change. The Association must be able to anticipate and respond to change. This Article creates methods for changing the Declaration. This Article (a) establishes approval thresholds that must be met to create certain changes to the Declaration and (b) establishes steps that must be taken to complete the creation of those changes.

23.2 General Rule.

Except as otherwise provided in the Declaration, an amendment to the Declaration is adopted if approved by consent of at least sixty-seven percent (67%) of the votes in the Association. "Except as otherwise provided in the Declaration," as used in Sections 23.2 and 23.3, means an amendment adopted under Article 6, Article 18, Article 20, Article 22 and Section 23.3.

23.3 Exceptions.

23.3.1. Fundamental Change. Except as otherwise provided in the Declaration, an amendment to the Declaration or Survey Map and Plans that (a) creates or increases special

Declarant rights, (b) increases the number of Units, or (c) changes (i) the boundaries of a Unit, (ii) the Allocated Interests of a Unit, or (iii) the uses to which any Unit is restricted is adopted if approved by at least ninety percent (90%) of the votes in the Association, including the approval of the Owner of each Unit particularly affected.

23.3.2. Eligible Mortgagee Consent to Material Amendment. Approval of a Material Amendment to the Declaration or Survey Map and Plans also requires the consent of at least fifty-one percent (51%) of the Eligible Mortgagee(s). "Consent," as used here, includes consent obtained under Section 23.4.4 below. "Fifty-one percent (51%) of the Eligible Mortgagee(s)," as used here, means fifty-one percent (51%) of the sum of votes attributable to those Units on which Eligible Mortgagee(s) hold a first Mortgage. "Material Amendment," as used here, means an amendment to the Declaration or Survey Map and Plans that adds, removes, or changes a provision relating to any of the following:

- (a) Expansion or contraction of the Condominium;
- (b) Conversion from one classification (i.e. Unit, Common Element, Limited Common Element) to a different classification;
- (c) Location or definition of Unit boundaries;
- (d) Property maintenance;
- (e) Property repair;
- (f) Restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or Survey Map and Plans;
- (g) Hazard or fidelity insurance requirements;
- (h) Reserves;
- (i) Allocation of Allocated Interests;
- (j) Voting rights;
- (k) Assessments;
- (l) Liens;
- (m) Use of Common Elements or Limited Common Elements;
- (n) Restricting the right to sell or convey a Unit;
- (o) Restricting Leasing beyond those restrictions imposed by the Declaration or by Board exercise of its rule making authority;
- (p) Establishing self-management of the Condominium where the Declaration required professional management; or
- (q) Any provision that is for the express benefit of holders of first Mortgages.

23.4 Steps.

23.4.1. Board Consideration. The Board shall review any proposal that the Governing Documents be amended. The Board may act to submit a proposed amendment to the Governing Documents to Owners for approval. If the amendment to the Governing Documents is proposed to the Board by Owners with at least a majority of the total Allocated Interests, then the Board shall act to submit the proposed amendment to the Governing Documents to Owners for approval, even if the Board disagrees with the proposed amendment.

23.4.2. Notice Content. Notice of a proposed amendment to the Governing Documents shall include the text of the proposed amendment.

23.4.3. Owner Consent. Notice of a proposed amendment to the Governing Documents shall be given to Owners as provided in Section 25.1. Owner consent may be given by written consent, by vote at a meeting, by action without a meeting under Section 2.9 of the Bylaws, or by any combination of these methods.

23.4.4. Eligible Mortgagee Consent. Notice of a proposed Material Amendment to the Declaration or Survey Map and Plans shall be given to an Eligible Mortgagee as provided in Section 25.2. An Eligible Mortgagee who received a written request to consent to a Material Amendment, but did not give the Association a written denial of consent within sixty (60) days of receiving the request is deemed to have consented to the Material Amendment.

23.4.5. Recording the Amendment. Upon obtaining the requisite consents to approve an amendment to the Declaration or Survey Map and Plans, the Association shall complete each of the following steps:

(a) Prepare the amendment for execution and recording, including (a) identifying the Condominium by name, (b) stating the recording number(s) of the Original Declaration and each previously recorded amendment, and (c) stating data required by RCW 65.04.045(1)(c) through (g);

(b) Have the amendment executed and certified by (a) an officer that has been designated to do so or, in the absence of a designation, by (b) the president; and

(c) Have the amendment recorded in the real property records of King County.

23.5 Effective Date.

An amendment to the Declaration or Survey Map and Plans becomes effective the date it is recorded in the real property records of King County. No action to challenge the validity of an amendment to the Declaration or Survey Map and Plans may be brought more than one (1) year after the amendment is recorded.

23.6 Existing Mortgagee Protection.

To the extent any Mortgagee protection afforded by any provision of the Original Declaration is not afforded anywhere in the Declaration, the Mortgagee under a Mortgage

recorded prior to the Declaration's Effective Date shall retain the additional protection(s) afforded by such provisions of the Original Declaration.

ARTICLE 24. TERMINATION OF CONDOMINIUM

24.1 Action Required.

Except as provided in Article 19 and Article 20, the Condominium may be terminated only by agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated and with the consent of Eligible Mortgagees of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and in accordance with the Condominium Act. An Eligible Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have consented to that request.

24.2 Condominium Act Governs.

The provisions of the Condominium Act relating to termination of a Condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of that real property.

ARTICLE 25. NOTICES

25.1 Form and Delivery of Notice.

Unless provided otherwise in this Declaration, all notices given under the provisions of the Governing Documents shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered three (3) days from the date upon which the notice was deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to any Owner shall be sufficient if mailed to the Owner's Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association.

25.2 Notices to Eligible Mortgagees.

An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it has (or insures or guarantees) a Mortgage. Until such time that the Eligible Mortgagee withdraws the request or the Mortgage held, insured or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of:

- (a) any proposed amendment of the Declaration or Survey Map and Plans effecting a change in (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for

- Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted;
- (b) any proposed termination of condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium;
 - (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first Mortgage;
 - (d) any delinquency which has continued for sixty (60) days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee has a first Mortgage;
 - (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 19;
 - (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 20, Article 23, or Article 24.

ARTICLE 26. GENERAL

26.1 Interpretation and Severability.

This Declaration shall be construed in accordance with the laws of the State of Washington. This Declaration shall be interpreted in its entirety to accomplish its intended objectives. The Board is authorized by Sections 2.5 and 2.6 to interpret the Governing Documents. Section 2.5 requires reviewing bodies to defer to the Board's interpretation unless the interpretation is erroneous as a matter of law. The invalidity of any provision shall not affect the validity of any other provision.

26.2 Effective Date.

The Effective Date of this Declaration shall be the date of recording. The effective date of the Condominium was the date the Original Declaration was recorded and the other Condominium documents were filed with the King County Recorder ("the Creation Date"). Since the Creation Date, the Property, including all Units, has been subject to the Original Declaration. As of the Effective Date, the contents of this Declaration supersede and replace the contents of the Original Declaration and this Declaration shall run with the land, and shall bind the Property, including all Units, and bind all Owners and their successors and assigns. This Declaration shall so bind such properties and persons, notwithstanding absence of a reference to it in a deed, lease, mortgage, or other such instrument. This Declaration shall remain so binding until this Declaration and the Condominium is terminated or abandoned in accordance with this Declaration and the Condominium Act.

26.3 Inflationary Increase in Dollar Limits.

Dollar amounts specified in this Declaration may, in the Board's discretion, be changed in proportion to changes in the Consumer Price Index for Metro Seattle-Tacoma-Bremerton,

Washington for All Urban Consumers (CPI-U), prepared by the United States Department of Labor. The base shall be as of January of the calendar year following the year in which this Declaration was recorded. If the CPI-U is no longer available, then a comparable index selected by the Board in its sole discretion may be used instead.

26.4 Reference to Survey Map and Plans.

The Survey Map and Plans were filed with the King County Recorder under Recording No. 8507090803.

ARTICLE 27. GLOSSARY

27.1 Words Defined.

A word or phrase which appears in the body of a sentence in this Restated Declaration (or in a later amendment) with the first letter in a word capitalized is a defined term. A defined term has the meaning attributed to it in this Glossary:

“**Allocated Interests**” means the allocation of Common Expense Liability, interest in Common Elements and voting for each of the Units in the Condominium determined in accordance with the formulas set forth in Section 4.4 and as specified in Schedule B.

“**Article**” or “**Articles**” means an article of this Declaration. “Article” and “Section” are synonymous.

“**Articles of Incorporation**” means the articles of incorporation for the Association filed with the Secretary of State.

“**Assessment**” means all sums chargeable by the Association against a Unit and its Owner, including, without limitation (a) general and Special Assessments for Common Expenses, charges, and fines imposed by the Association, (b) interest and late charges on any delinquent account, (c) costs of collection, including reasonable attorney’s fees, incurred by the Association in connection with the collection of a delinquent Owner’s account, (d) costs and attorney’s fees incurred by the Association in connection with the enforcement of the Governing Documents, and (e) all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

“**Association**” means the Owners’ Association identified in Article 11.

“**Board**” means the board of directors of the Association, as described in Article 11.

“**Business**” and “**Trade**” shall have their ordinary meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) the activity is engaged in full-time or part-time; (b) the activity is intended to or does generate a profit; and (c) a license is required to engage in the activity.

“**Bylaws**” means the bylaws of the Association, as they may be amended.

“Common Elements” means all portions of the Condominium other than Units.

“Common Expenses” means expenditures made by or financial liabilities of the Association including those expenses for maintenance, repair and replacement of the Common Elements and the Limited Common Elements, which are allocated to all Units, including allocations to reserves, and the following utility services to the Owners: garbage removal and, unless separately metered, water and sewer.

“Common Expense Liability” means the liability for Common Expenses divided according to the Allocated Interests of each Unit, as set forth in Schedule B.

“Condominium” means Wallingford Court, a Condominium created under the Original Declaration and the Survey Map and Plans.

“Condominium Act” means the Washington Condominium Act, codified at RCW 64.34, as it may be amended.

“Contribution Rate” means, in a Reserve Study as described in RCW 64.34.380, the amount contributed to the reserve account so that the Association will have cash reserves to pay major maintenance, repair, or Replacement Costs without the need of a Special Assessment.

“Conveyance” means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

“Declarant” means the Person who created the Original Declaration, and who recorded that Original Declaration when that Person was the sole owner(s) of the Property.

“Declaration” means this Amended and Restated Condominium Declaration for Wallingford Court, a Condominium as it may from time to time be amended.

“Effective Age” means the difference between useful life and Remaining Useful Life.

“Eligible Mortgagee” means the Mortgagee that has filled with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

“FHLMC” means the Federal Home Loan Mortgage Corporation.

“FNMA” means the Federal National Mortgage Association.

“Foreclosure” means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu of foreclosure.

“Fully Funded Balance” means the value of the deteriorated portion of all the Reserve Components. The Fully Funded Balance for each reserve component is calculated by multiplying the current Replacement Cost of that reserve component by its Effective Age, then dividing the result by that reserve component's useful life. The sum total of all Reserve Components' Fully Funded Balances is the association's Fully Funded Balance.

“Governing Documents” means the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association adopted as provided in the Declaration and Bylaws, and all amendments to these documents as lawfully adopted from time to time according to the provisions of the Declaration.

“HUD” means the Department of Housing and Urban Development.

“Identifying Number” means, with respect to a Unit, the letter of the building and number of the Unit as shown on the Survey Map and Plans.

“Lease” has its ordinary meaning, and includes without limitation any verbal or written agreement, contract or instrument which grants a right to use, rent, lease or occupy a Unit.

“Leasing” a Unit means (a) granting a right to use or occupy a Unit in exchange for receiving money or other goods or services of value and (b) allowing sole occupancy of a Unit, regardless of whether money or other goods or services of value are received in exchange. Co-ownership of a Unit is not Leasing. Co-habitation of a Unit with its Owner is not Leasing unless the Owner has granted the co-habitant Occupant a right to use or occupy a Unit in exchange for receiving money or other goods or services of value. Allowing a Related Party (that is, a person who is related to the Unit Owner by blood, marriage or lawful adoption) to occupy a Unit is not Leasing. “Lease” and “rent”, when used as verbs, are synonymous.

“Limited Common Element” means a portion of the Common Elements allocated in Article 6 for the exclusive use of one Unit or the exclusive use of specific Units comprising less than all Units.

“Managing Agent” means the person or property management firm designated by the Board under Section 11.4.

“Mortgage” means a recorded mortgage, deed of trust or real estate contract.

“Mortgagee” means any holder, insurer or guarantor of a Mortgage on a Unit.

“Notice and Opportunity to be Heard” means the procedure described in Section 11.5.

“Occupant” means anyone who (a) occupies a Unit as a permanent residence or who (b) stays overnight in any Unit more than fourteen (14) days in any calendar month or more than sixty (60) days in any calendar year.

“Original Declaration” means the Declaration and Covenants, Conditions, Restrictions and Reservations for Wallingford Court, a Condominium recorded under King County Recorder’s Number 8507090804 which created the Condominium and all amendments to that document, if any, which predate the recording of this Amended and Restated Declaration for Wallingford Court, a Condominium.

“Owner” means any person or entity who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation. An Owner is the person(s) or

entity identified in the recorded Conveyance deed as the grantee(s) of the fee title interest in the Unit, except that the vendee, not the vendor, is the Unit Owner under a real estate contract.

"Person" means a natural person, corporation, partnership, limited partnership, trust governmental subdivision or agency, or other legal entity.

"Political Sign" means a sign that contains a message supporting or opposing a candidate or ballot measure that will be on an upcoming primary or election ballot.

"Property" means the entire real property on which the Condominium is built, as described in the legal description set forth in Schedule A.

"Records" means all documents that the Association has an obligation to disclose to the Owners according to the Condominium Act, or the Washington Non-Profit Corporations Act, including, for example, Governing Documents, financial records and minutes.

"Related Party" means a person who has been certified in a written document filed by a Owner with the Association to be the spouse, domestic partner, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant adopted child or ancestor of the Owner or the lineal descendant or ancestor of any of the foregoing persons, the officer or director of any Owner which is a corporation, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settler and trustee of a living trust that owns a Unit shall be deemed to be the Owner of the Unit for all purposes under the Declaration.

"Remaining Useful Life" means the estimated time, in years, that a reserve component can be expected to continue to serve its intended function.

"Replacement Cost" means the current cost of replacing, repairing, or restoring a reserve component to its original functional condition.

"Reserve Components" means common elements whose cost of maintenance, repair, or replacement is infrequent, significant, and impractical to include in an annual budget.

"Reserve Study Professional" means an independent person suitably qualified by knowledge, skill, experience, training, or education to prepare a Reserve Study in accordance with RCW 64.34.380 and 64.34.382.

"Rules and Regulations" means those rules, regulations, restrictions and policies that the Board may, from time to time, adopt, under the authority of this Declaration.

"Section" or **"Sections"** means an article of this Declaration. "Article" and "Section" are synonymous.

"Special Assessments" means those Common Expenses which cannot reasonably be calculated and paid on a monthly basis; or expenses arising out of the actions or inactions of an Owner or Occupant of a particular Unit; or expenses for Limited Common Area or Common Area maintenance, repair or improvement that benefits less than all Units.

Owner or Occupant of a particular Unit; or expenses for Limited Common Area or Common Area maintenance, repair or improvement that benefits less than all Units.

"Survey Map and Plans" means the survey map and plans filed simultaneously with the recording of the Original Declaration and any amendments, corrections, and addenda thereto subsequently filed.

"Tenant" means and includes a tenant, lessee, renter or other non-Owner Occupant of a Unit that is not occupied by its Owner.

"Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 4.2 and shown on the Survey Map and Plans.

"Useful Life" means the estimated time, in years, that a reserve component can be expected to serve its intended function.

"Uses to which any Unit is restricted," as the phrase is used in Section 23.3.1 of the Declaration, means a restriction based on a land use classification of residential or non-residential, (such as those restrictions described in RCW 64.34.216(1)(e), .264(1), .268(1), .348(1), .352(8), .400(1), and .400(2) of the Condominium Act).

"VA" means the Veterans Administration.

"Washington Non-Profit Corporations Act" means RCW 24.03.

DATED this 17 day of June 2013.

WALLINGFORD COURT
ASSOCIATION OF APARTMENT OWNERS

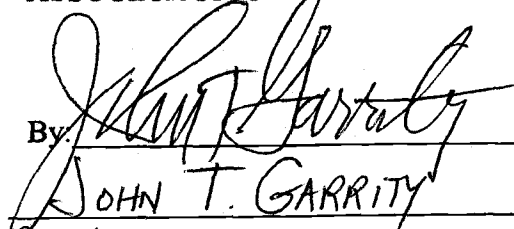
By: Douglas H. Kilgore [signature]

Douglas H. Kilgore [print name]
President

CERTIFICATE OF SECRETARY

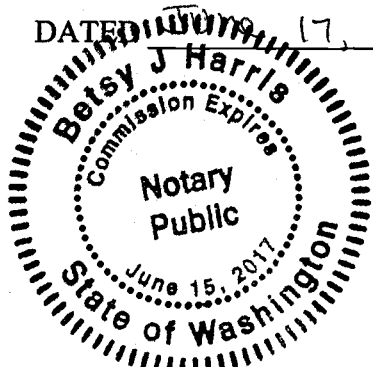
THE UNDERSIGNED hereby certifies that he/she is the Secretary of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS and that the foregoing-described Amended and Restated Declaration has been duly adopted by approval of a majority of the Board of Directors and by the holders of not less than the requisite voting power of the Association.

WALLINGFORD COURT
ASSOCIATION OF APARTMENT OWNERS

By  [signature]
JOHN T. GARRITY [print name]
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Douglas H. Kilgore is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the President of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary at of such party for the uses and purposes mentioned in the instrument.

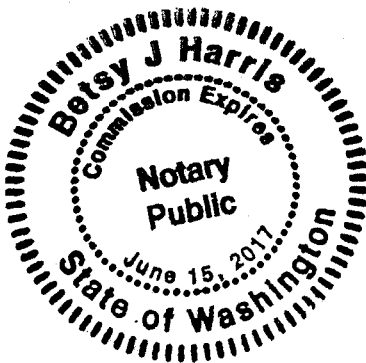


Betsy J. Harris
Type/Print Name Betsy J. Harris
NOTARY PUBLIC in and for the State of
Washington, residing at 9043 10th SW Seattle
My Commission Expires: JUNE 15, 2017

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John T. Garrity is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the Secretary of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary at of such party for the uses and purposes mentioned in the instrument.

DATED June 17, 2013



Betsy J. Harris
Type/Print Name Betsy J. Harris
NOTARY PUBLIC in and for the State of
Washington, residing at 9043 10th SW Seattle
My Commission Expires: JUNE 15, 2017

SCHEDULE A

Legal Description

As described in Schedule A of the Original Declaration and Survey Map and Plans, recorded on July 9th 1985:

Lots 25, 26, 27 and 28, Block 6, Baltimore Addition to the City of Seattle according to the Plat thereof recording in Volume 7 of Plats, page 89, in King County, Washington.

Description of Building Materials, Recreational Facilities and location of units

As described in Schedule B of the Original Declaration:

1. There are two buildings located at 4530 Meridian Avenue North in the city of Seattle, with a common driveway having direct access to North 46th Street. There are a total of twenty units. There are a total of twenty-two parking spaces and twenty storage lockers. Each building is a three story building of wood frame constructions.

As designated in the plans, Building N contains units N-1 through N-10; and Building S contains units S-1 through S-10. Each unit has a limited common area deck or patio adjacent to the unit.

2. There are no common area recreational facilities.

SCHEDULE B

Unit Descriptions, Values and Percentages

As described in Schedule C and D of the Original Declaration recorded on July 9th 1985, except where there is a legally recorded deed between owners to permanently switch original parking space assignments:

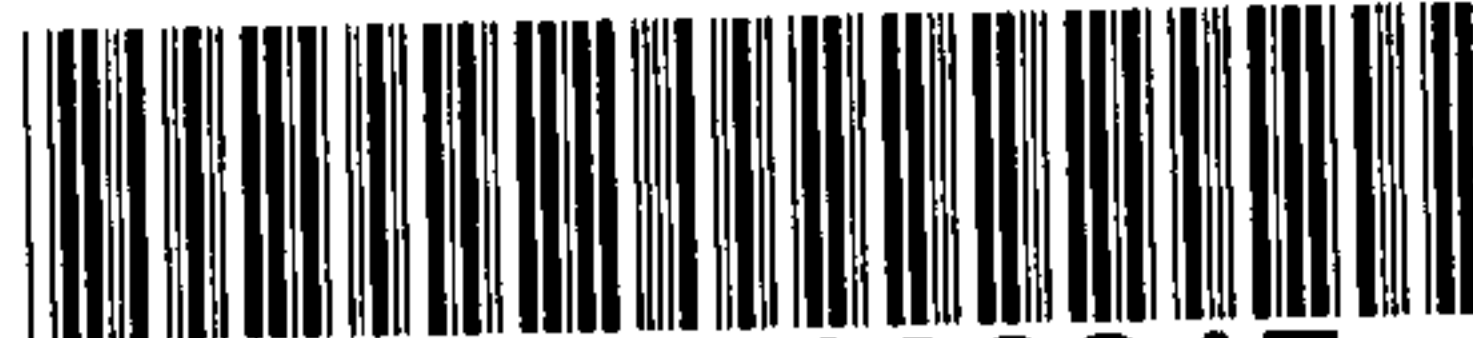
[No Units have built in fireplaces]

Unit #	Building	Level	Approx. Sq. Feet	Approx. Deck Sq. Feet	Bedroom / Bath	Parking Space (*covered)	Original Valuation	Percentage
N-1	N / North	1	458	--	1 / 1	20	\$43,500	4.5101
N-2	N / North	1	366	--	1 / 1	21	\$39,950	4.1420
N-3	N / North	2	446	33	1 / 1	19	\$48,950	5.0752
N-4	N / North	2	430	33	1 / 1	18	\$47,500	4.9248
N-5	N / North	2	414	96	1 / 1	17	\$46,950	4.8678
N-6	N / North	2	402	28	1 / 1	6	\$47,500	4.9248
N-7	N / North	3	446	33	1 / 1	11 *	\$52,950	5.4899
N-8	N / North	3	430	33	1 / 1	2	\$51,500	5.3396
N-9	N / North	3	414	96	1 / 1	15	\$50,500	5.2359
N-10	N / North	3	402	28	1 / 1	8 *	\$50,950	5.2825
S-1	S / South	1	398	--	1 / 1	5	\$40,500	4.1991
S-2	S / South	1	462	--	1 / 1	12 *	\$43,950	4.5568
S-3	S / South	2	428	33	1 / 1	22	\$46,950	4.8678
S-4	S / South	2	392	42	1 / 1	14	\$46,500	4.8212
S-5	S / South	2	429	32	1 / 1	7 *	\$47,950	4.9715
S-6	S / South	2	443	31	1 / 1	3 *	\$47,500	4.9248
S-7	S / South	3	428	33	1 / 1	10 *	\$52,500	5.4432
S-8	S / South	3	392	42	1 / 1	9 *	\$51,950	5.3862
S-9	S / South	3	479	32	1 / 1	4 *	\$52,950	5.4899
S-10	S / South	3	443	31	1 / 1	16	\$53,500	5.5469
TOTAL							\$964,500	100%

Note: Parking Space 1 and 13 belong to the Association and used for Association purposes.

Order: 6NW-NXP4KW
 Address: 4530 Meridian Ave N Apt S02
 Order Date: 03-20-2026
 Document not for resale
 HomeWiseDocs

Ronald G. Housh
Ronald G. Housh, P.S.
1420 Fifth Avenue, Suite 3000
Seattle, Washington 98101



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RONALD G HOUSH AMDCN 80.00
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KING COUNTY, WA

Document Title(s): AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DECLARATION FOR WALLINGFORD COURT, A CONDOMINIUM

Reference numbers of related documents: 8507090804 Declaration
20130719000247 Amended and Restated Declaration

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
Document not for resale

Grantor(s): WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS

Grantee(s): WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS

Legal Description: A CONDOMINIUM ACCORDING TO THE DECLARATION RECORDED UNDER KING COUNTY RECORDING NUMBER 8507090804 AND SURVEY MAP AND PLANS FILED IN VOLUME 76 OF CONDOMINIUM PLATS AT PAGES 96 TO 98 IN KING COUNTY, WASHINGTON

Assessor's Parcel No.: 913400-0000

DEPARTMENT OF ASSESSMENTS
Examined and approved this 20th day of MARCH 2014
LLOYD HARRA Flora J. Lane
Assessor Deputy Assessor

**AMENDMENT NO. 1
TO THE AMENDED AND RESTATED DECLARATION
FOR WALLINGFORD COURT, A CONDOMINIUM**

Pursuant to Article 23 of the Amended and Restated Declaration for WALLINGFORD COURT, a Condominium (the "Declaration"), previously recorded under King County Recording No. 20130719000247, the undersigned, being the President and Secretary of Wallingford Court Association of Apartment Owners do hereby declare that the following Amendment No. 1 to the Declaration has been approved by a majority of the Board of Directors and by at least sixty-seven percent (67%) of the votes in the Association.

Section 8.2 shall be and hereby is revised to provide as follows:

8.2 Leasing.

8.2.1 Leasing of Apartments. The Leasing or Renting of Apartments is governed by the provisions of the Declaration. As used in the Declaration, the terms "to rent," "rental," "renting," "to lease," or "leasing" refer to the Leasing or Renting of an Apartment by its Owner and the occupancy of an Apartment solely by persons other than the Owner, whether or not rent is paid. The rights of the Association and the obligations of an Owner under the terms of the Governing Documents shall apply to any Tenant and to any other person who occupies an Apartment pursuant to a sublease or an assignment of lease.

8.2.2. Purpose. The Restriction on Leasing set forth below is the result of a careful weighing of the benefits and disadvantages of limiting the leasing of Apartments. The Restriction on Leasing derives from the conclusion that the long term best interests of the Owners and the condominium are served by limiting leasing so as to advance the purposes of preserving and enhancing the value of the Condominium and of the individual Apartments. That conclusion, in turn, was arrived at upon careful consideration of important underlying purposes and the relationship between leasing and the achievement of those purposes. Factors which the Board and Owners weighed in the course of concluding that the Declaration should include this Restriction on Leasing include the following:

- ♦ The Condominium is a residential community of separately owned Apartments and Common Areas, which are owned in common. The value of individual condominium Apartments, and of the Condominium, is a function of various factors including:
 - The attractive and harmonious outward appearance of the Apartments, attributable to the pride which Owners take in the outward appearances of the place where one resides;
 - The sense of safety; security and stability which derives from owner occupancy, where the generally longer periods of occupancy attributable to an owner (as compared to a tenant) promotes increased familiarity among residents, a factor in discouraging

those crimes which depend for their success upon the relative anonymity of occupants,

- The sense of community which is fostered by a shared common purpose, including a shared perspective that the Condominium is the shared residence of the owners, and not just an "investment" they hold in common,
- The ability to self-govern, through management by a Board comprised of owner-volunteers, through the widespread volunteer cost-savings efforts of other owners in caring for the upkeep of the condominium property, and through the active interest of owners in voting on matters which, but for such voting, would have to go unaddressed, and
- The ability to reside harmoniously in close proximity is dependent, in part, upon a shared understanding of, and commitment to, the duties and obligations arising from the Governing Documents.

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
Document not for resale
HomeWiseDocs

- ♦ The value of individual Apartments, and of the Condominium, is also function of various external factors, important among them the following:
 - The ability to sell a condominium apartment is dependent, in part, upon the ability of buyer financing which, in turn, is influenced by the existence and extent of leasing activity in the condominium as a whole, and
 - Unchecked investor speculation creates a risk that condominium apartment prices may spiral beyond an Apartment's actual value and operate to place Apartments beyond the financial means of purchasers desiring to purchase an Apartment as their primary residence.

- ♦ The Leasing of Apartments is believed to conflict with the pursuit of achieving a stabilized community of owner-occupied dwelling Apartments. The Leasing of Units, among other things, introduces occupancy of a more transient, less committed, nature which
 - Removes "pride of ownership" as a self-regulating driver of Apartment maintenance activity,
 - Diminishes the safety, security and stability which derives from owner occupancy of Apartments,
 - Diminishes the sense of community which is fostered by a shared common purpose derived from the perception of shared ownership of a residence,
 - Diminishes the ability to self govern,
 - Diminishes the self-regulatory benefits of a shared understanding of, and commitment to, the duties which the Governing Documents impose, and
 - Increases the risk that real estate investor speculation may, in the long run, undermine the goal of promoting a stable community of owner-occupied Apartments

8.2.3 Restriction on Leasing. Except as provided in Sections 8.2.7 (Authority to Grant Waivers) and 8.2.15 (Pre-Existing Leases), the maximum number of Apartments in the condominium that can be Leased or Rented at any one time shall not exceed five (5) Apartments (the "Rental Ceiling").

8.2.4 Entire Apartment. No owner may lease or rent less than the entire Apartment.

8.2.5 No Transient Purposes. No Owners shall be permitted to lease or rent an Apartment for hotel or transient purposes, which are defined as Leasing for any period less than thirty (30) days. In addition, an Owner who does not occupy an Apartment as a primary residence shall not allow the Apartment to be used for the overnight accommodation of employees or business invitees on a temporary or transient basis.

8.2.6 Minimum Lease Term. A lease or rental agreement must have a minimum initial term of one year.

8.2.7 Authority to Grant Waivers. The Board may grant waivers of the Restriction on Leasing set forth above for up to one year at a time ("a Waiver") if (a) the Restriction on Leasing results in a substantial hardship on an Owner such that a waiver is warranted in view of the Owner's particular circumstances, or (b) an Owner's particular circumstances result in the Owner's temporary absence from an Apartment, and (c) if granting the Waiver is consistent with the purpose and intent of the Restriction on Leasing.

8.2.8 Rental Waiting List. The Board shall maintain a list of Owners, on a first come, first served basis, who desire to Rent or Lease their Apartments (the "Rental Waiting List"). Owners who wish to be placed on the Rental Waiting List must notify the Board or the Association's managing agent in the form and manner established by the Board. Each Owner who has rented his or her Apartment must provide the Board with written notice of the expiration and non-renewal or termination of the Lease within ten (10) days of the date that the Owner learns of the expiration and non-renewal or other termination of the Lease.

(a) Provided the Owner has timely given the notice required above, an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated, will have sixty (60) days from the date of that expiration and non-renewal or termination to request the Association's consent to a new Lease. If the Owner does not request or obtain the Association's consent for a new Lease during this sixty (60) day period, the Owner's name will be placed on the bottom of the Rental Waiting List, and no Lease shall be approved for that Owner's Apartment until all other Owners whose names have been added to the Rental Waiting List have been given the opportunity to rent or lease their apartments.

(b) If an Owner whose Lease has expired and has not been renewed by the Tenant, or whose Lease has otherwise been terminated,

does not request or obtain the Association's consent for a new Lease pursuant to the above provisions, the Association must notify the Owner in the first position on the Rental Waiting List in writing of the opportunity to apply for the Association's consent to a Lease. This opportunity to rent or lease shall be available to the Owner in first position on the Rental Waiting List for a period of sixty (60) days from the date of the Association's written notice to that Owner. If no request for approval to Lease is submitted during this sixty (60) day period, the name of the Owner in first position on the Rental Waiting List will be placed at the bottom of the Rental Waiting List, and the opportunity to rent shall be offered to the next highest person on the Rental Waiting List.

8.2.9 Lease Requirements. All Leases and rental agreements shall be in writing. All Owners intending to lease their Apartments shall also comply with the notification requirements set forth in Section 8.2.10 below. Copies of all leases and rental agreements shall be delivered to the Association. Any lease or rental agreement of an Apartment must provide that its terms shall be subject in all respects to the provisions of the Governing Documents (including the Declaration, Bylaws and rules and regulations of the Association) and that any failure by the Tenant to comply with the terms of the Governing Documents shall be a default under the Lease or rental agreement. If any Lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the Tenant by reason of their being stated in this Declaration.

8.2.10 Notices Regarding Occupancy Changes. The presence and movement of Persons in and out of Apartments shall be governed by the provisions of this Section. All Tenants and Occupants occupying Apartments must be registered with the Association. As used in this Section, the term Registration means the filing by an Owner with the Board, or its authorized representative, a written statement setting forth the following information:

- The name, telephone numbers, and correct street address of the Owner of the Apartment,
- The apartment number and names and telephone numbers of all Tenants or Occupants of the Apartment other than the owner,
- The number of the storage spaces allocated to the Apartment, and
- Any other information regarding the Tenant or Occupant which is reasonably required by the Board
- All owners must register new Tenants or Occupants with the Board at the time those persons move in to an Apartment or within five (5) days of meeting the definition of the term "Tenant" or "Occupant" as used in this Amendment. All owners shall advise the Board or its authorized representative of any changes in the registration information required to be provided in this Section on a current basis. In addition, all Tenants and Occupants shall provide the Board or its authorized representative with reasonable prior notice

of the date on which they expect to move into or out of an Apartment.

8.2.11. Rental Processing Fees. The Board is authorized to establish and charge reasonable fees in connection with the Rental or Leasing of Apartments, for maintaining Tenant information and the Rental Waiting List to defray the added administrative costs of such activities. Rental processing fees shall be collectable as a special Assessment against the Apartment and its Owner.

8.2.12. Board Authorized To Further Regulate Leasing. Leasing of Apartments, to the extent permitted by this Amendment, impacts the Association in various ways, including, but not limited to, the following: (1) The Association's budget depends in part upon payments from owners whose ability to pay assessments depends, in turn, upon their tenants'/lessees' timely payment of rental obligations, (2) the safety and security of the condominium premises depends in part upon the Association's ability to distinguish between persons with, and persons without, rights to be on the Condominium premises, and (3) the preservation of harmonious relations between persons residing in close association with and proximity to one another depends in part upon ensuring that all persons residing at the Condominium are made aware of, and held accountable to, the obligations created by the Governing Documents. The Board is therefore authorized to adopt reasonable rules relating to and governing any and all aspects of the Leasing of Apartments so as to minimize or manage the impacts of Leasing on the efficient and effective management of the Association Rules that the Board is authorized to create and enforce include, without limitation, rules:

- (a) Defining the meaning(s) of terms contained in the Governing Documents concerning the Leasing of Apartments,
- (b) Requiring payment by an owner of a security deposit in an amount which the Board, in its sole discretion, determines to be reasonable to cover possible move-in and/or move-out damage to the common areas and facilities,
- (c) Requiring that Tenants and Occupants be furnished with copies of the Association's Governing Documents and establishing a reasonable charge in the event the Association provides copies of Governing Documents to Tenants,
- (d) Requiring Tenants and Occupants to secure and maintain renter's insurance.

8.2.13. Assignment of Rent to Association. If an Apartment is Leased or Rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Apartment are more than thirty (30) days delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Apartment owned by the delinquent Owner, or that portion of the rent equal to the

amount due to the Association, including interest and costs of collection, provided that the Board shall not exercise this power where a receiver has been appointed with respect to an Apartment or Owner, nor in derogation of the exercise of any Lender's rights to receive rent. The Tenant shall have no right or duty to question payment to the Association and the Tenant's payment to the Association shall discharge the Tenant's obligation to pay rent to the Owner, to the extent of the amount paid by the Tenant to the Association. No demand or acceptance of rent under this section shall be deemed to be a consent or approval of the Lease or Rental of the Apartment or a waiver of the obligations imposed by the Governing Documents on an Owner, Tenant, or Occupant. If a Tenant fails or refuses to pay rent to the Association as provided for in this section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under RCW 59.12.030, and the costs and attorneys' fees incurred by the Association in connection with that action shall be collectable from the Tenant in that action, and from the owner of the Apartment in the same manner as any other Assessment.

8.2.14. Enforcement Against Tenants and Occupants. If, after notice and an opportunity to be heard, a Tenant or Occupant occupying an Apartment fails to comply with a provision of the Governing Documents or a decision of the Board then, in addition to all other remedies available to the Association, the Board may notify the owner of the Apartment of the violation and demand that the violation be remedied through the Owner's efforts within ten (10) days after the Board's notice to the Owner. If the violation is not remedied within the ten (10) day period, or if the Tenant or Occupant has been found to be in violation of the Governing Documents, following notice and opportunity be heard, more than twice during the immediately preceding one (1) year period, then the Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act, or any successor statute, on account of the violation. The action shall not be compromised or settled without the prior written approval of the Board. If the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute the action as attorney-in-fact for the Owner and at the owner's sole cost. Neither the Board nor the Association's manager shall have any liability to an Owner, Tenant, or Occupant for any eviction made in good faith. The costs of the action including, without limitation, attorneys' fees and any costs incurred in connection with that action, shall be recoverable from the Tenant and shall, in addition, be deemed to constitute an Assessment secured by a lien on the Apartment and a personal obligation of the Owner, and may be collected and foreclosed by the Association in the manner described in the Declaration. Each Owner hereby automatically and irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact for the purposes described in this Section.

8.2.15. Pre-Existing Leases. Any Tenant occupying an Apartment pursuant to a Pre-Existing Lease will be permitted to renew his or her Lease notwithstanding the Restriction on Leasing set forth in Section 8.2.3 above, provided that a copy of the Pre-Existing Lease was filed with the Association within the time period provided for in Section 11.1.19 of the Amendment to Declaration (previously recorded under Recording No. 20040519002377) and any subsequent renewals are submitted to the Association

for approval prior to the expiration of the Lease term then in effect. The assignment or subletting of an apartment by a Tenant or the sale of the Apartment by the Owner shall terminate the right to renew a Pre-Existing Lease under this Section.

DATED this 10 day of March 2014.

WALLINGFORD COURT
ASSOCIATION OF APARTMENT OWNERS

By: [Signature] [signature]

Douglas H. Kigore [print name]
President

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
Document not for resale
HomeWiseDocs

CERTIFICATE OF SECRETARY

THE UNDERSIGNED hereby certifies that he/she is the Secretary of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS and that the foregoing-described Amended and Restated Declaration has been duly adopted by a majority of the Board of Directors and by at least sixty-seven percent (67%) of the votes in the Association.

WALLINGFORD COURT
ASSOCIATION OF APARTMENT OWNERS

By: [Signature] [signature]

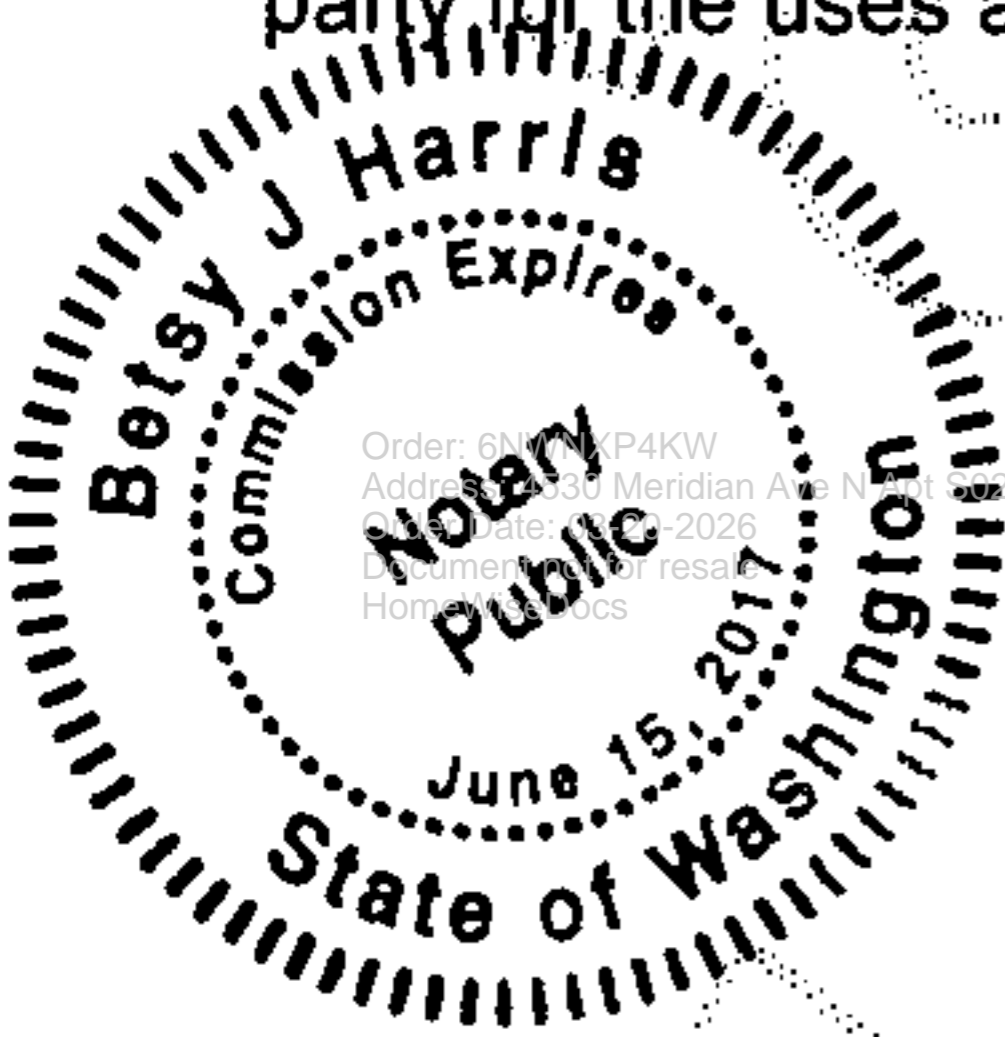
Wendy Ayres [print name]
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Douglas Kilgore is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the **President** of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary at of such party for the uses and purposes mentioned in the instrument.

DATED March 10, 2014

Betsy J. Harris ~~Notary Public~~ Betsy J. Harris
Type/Print Name Betsy J. Harris
NOTARY PUBLIC in and for the State of Washington,
residing at 9043 10th SW Seattle WA 98100
My Commission Expires: JUNE 15, 2017

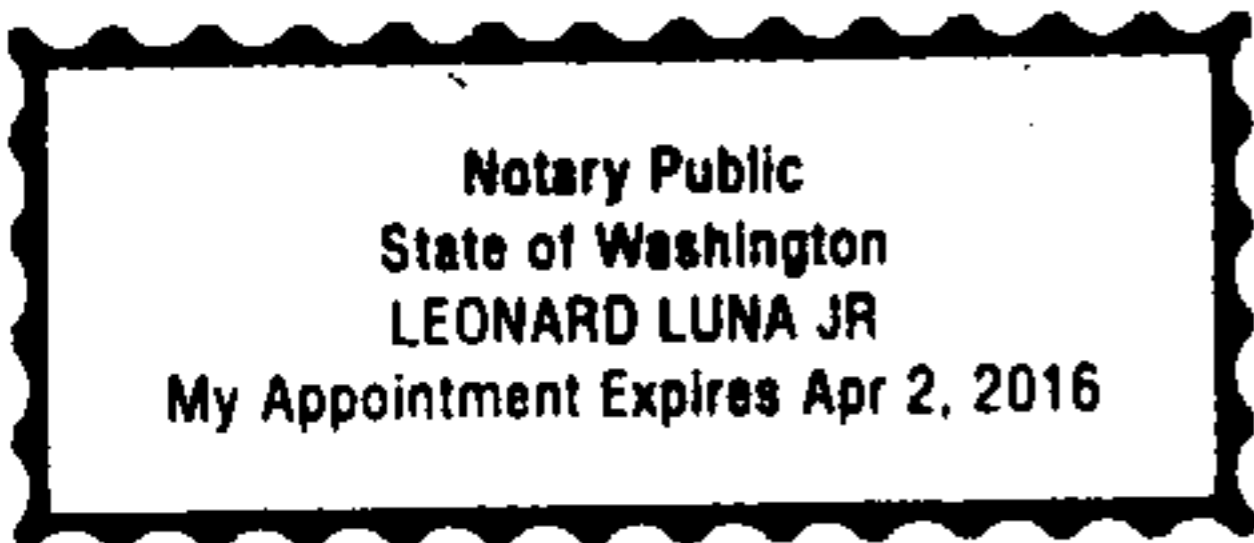


STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that WENDY AYRES is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the **Secretary** of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary at of such party for the uses and purposes mentioned in the instrument.

DATED MARCH 11, 2014

Leonard Luna Jr.
Type/Print Name LEONARD LUNA JR.
NOTARY PUBLIC in and for the State of
Washington, residing at 600 PINE ST *225EATIVE, WA 98101
My Commission Expires: 4/2/2016



Ronald G. Housh
Ronald G. Housh, P.S.
1420 Fifth Avenue, Suite 3000
Seattle, Washington 98101

CONFORMED COPY



20180104001525

AMENDMENT TO DECLARATION OF CONDO
1/4/2018 2:29 PM
KING COUNTY, WA

Rec: \$76.00

Document Title(s): AMENDMENT NO. 4 TO THE AMENDED AND RESTATED DECLARATION FOR WALLINGFORD COURT, A CONDOMINIUM

Reference numbers of related documents:

8507090804	Declaration
20130719000247	Amended and Restated Declaration
20140327000845	Amendment No. 1
20150709000974	Amendment No. 2
---	Amendment No. 3

Grantor(s): WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS
JOHN R. BRADEN and M. KRISTIN JOHNSON: UNIT S-9
JESSE WENKOFF-WHITE: UNIT S-8

Grantee(s): WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS
JOHN R. BRADEN and M. KRISTIN JOHNSON: UNIT S-9
JESSE WENKOFF-WHITE: UNIT S-8

Legal Description: A CONDOMINIUM ACCORDING TO THE DECLARATION RECORDED UNDER KING COUNTY RECORDING NUMBER 8507090804 AND SURVEY MAP AND PLANS FILED IN VOLUME 76 OF CONDOMINIUM PLATS AT PAGES 96 TO 98 IN KING COUNTY, WASHINGTON

Assessor's Parcel No.: 913400-0000 - GENERAL
913400-0190 - UNIT S-9 - JOHN R. BRADEN and M. KRISTIN JOHNSON
913400-0180 - UNIT S-8 - JESSE WENKOFF-WHITE

DEPARTMENT OF ASSESSMENTS

Examined and approved this 4th day of January, 2018
John Wilson Assessor Allen Wilson Deputy Assessor

NON-STANDARD RECORDING:

By signing below:

1. I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document; and
2. I agree to pay the \$50.00 non-standard fee.

RONALD G. HOUSH

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
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**AMENDMENT NO. 4
TO THE AMENDED AND RESTATED DECLARATION
FOR WALLINGFORD COURT, A CONDOMINIUM**

Pursuant to Section 6.2.1 of the Amended and Restated Declaration for WALLINGFORD COURT, a Condominium (the "Declaration"), previously recorded under King County Recording No. 20130719000247, the undersigned, being the President and Secretary of Wallingford Court Association of Apartment Owners do hereby declare that the following Amendment No. 3 to the Declaration has been approved by a majority of the Board of Directors and that approval by votes of Owners in the Association is not required.

NOW, THEREFORE, the President and the Secretary of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS certify the Declaration to have been amended in the following particulars:

- A. Schedule B is amended to reassign certain Parking Spaces as follows:

<u>Unit #</u>	<u>Parking Space</u>
S-8	4*
S-9	9*

- B. This Amendment to the Declaration shall take effect upon recording.

DATED this 6th day of November 2014-~~7~~

WALLINGFORD COURT
ASSOCIATION OF APARTMENT OWNERS

By:  [signature]

Douglas H. Kilgore [print name]
President

CERTIFICATE OF SECRETARY

THE UNDERSIGNED hereby certifies that he/she is the Secretary of WALLINGFORD COURT ASSOCIATION OF APARTMENT OWNERS and that the foregoing-described Amended and Restated Declaration has been duly adopted by a majority of the Board of Directors and that approval by votes of Owners in the Association is not required.

WALLINGFORD COURT
ASSOCIATION OF APARTMENT OWNERS

By:  [signature]

John T. Garrity [print name]
Secretary

Page 1 of 3

Order: 6NWNXP4KW
Address: 4530 Meridian Ave N Apt S02
Order Date: 03-20-2026
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