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Document Title: AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CEDAR RIDGE, A CONDOMINIUM
Reference Number(s) of Documents assigned or released: 7904051098; 7904051100, 7907270627, 7911060422, 8002280767, 8009110761, 8009110763, 9612020991, 20021125001128
Grantor(s) (last name first, then first name and initials) CEDAR RIDGE CONDOMINIUM ASSOCIATION by: its President and Secretary on behalf of the owners <input checked="" type="checkbox"/> Additional names on page 48 of document.
Grantee(s) (last name first, then first name and initials) CEDAR RIDGE CONDOMINIUM ASSOCIATION, owners / the Public <input type="checkbox"/> Additional names on page of document.
Legal description (abbreviated: i.e. block, plat or section, township, range) Cedar Ridge, a Condominium, Survey Map & Plans recorded in King County, Washington under #7904051099 (Volume 31 of Condominium Plats at pages 1 - 15, inclusive); as amended: 7907270626 (Vol. 34, Pages 85-99, inclusive), 8002280766 (Vol. 42, Pages 10-15, inclusive), 8009110762 (Vol. 46, Pages 54-59, inclusive); and Declaration recorded #7904051098, as amended <input checked="" type="checkbox"/> Additional legal is on page 49 - 51 of document.
Assessor's property Tax Parcel/Account Number 146080 - 0010 thru 1440 <input type="checkbox"/> Assessor Tax # not yet assigned

DEPARTMENT OF ASSESSMENTS
Examined and approved this 3rd day of June 2004
Scott Noble Wendy Debra Clark
Assessor Deputy Assessor

COPY

AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
CEDAR RIDGE,
A CONDOMINIUM

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RECITALS

WHEREAS, L. B. NELSON CORPORATION, an Oregon corporation, the "Sponsor", "Declarant" , executed a certain Declaration submitting real estate to the Horizontal Property Regimes Act (Condominiums) of the State of Washington entitled "Condominium Declaration, Cedar Ridge, A Condominium" as recorded originally on May 5, 1979, Recorder's File Number 7904051098, together with plans filed May 5, 1979, Recorder's File Number 7904051099, records of King County, Washington; and

WHEREAS, said Declaration was amended with the addition of subsequent phases and amendments, and/or modified by instruments recorded on May 5, 1979 as Recorder's File Number 7904051100, July 27, 1979 as Recorder's File No. 7907270627, November 6, 1979 as Recorder's File Number 7911060422, February 28th, 1980 as Recorder's File No. 8002280767, September 11, 1980 as Recorder's Number 8009110761, September 11, 1980 as Recorder's Number 8009110763 and December 12, 1996 as Recorder's File Number 9612020991, records of King County, Washington; and February 11, 2002 as Recorder's File No. 20021125001128; and,

WHEREAS, said Survey Map and Plans were amended by Plans filed in Recorder's File Number 790727062 on July 27, 1979 and again on February 28, 1980 in Recorder's File Number 8002280766 and again on September 11th, 1980 in Recorder's File Number 8009110762, in King County, Washington; and

WHEREAS, the members of the CEDAR RIDGE Homeowners Association desire to update and consolidate the Declaration and its amendments and specifically place CEDAR RIDGE, a Condominium, under the provisions of RCW 64.34 as may be from time to time amended;

NOW, THEREFORE, the members of the CEDAR RIDGE Homeowners Association, as defined in Chapter 64.34 R.C.W. hereby consent and declare that the original Declaration as described herein above and any amendments adopted and/or recorded prior to the adoption by the membership of this Amended and Restated Declaration of CEDAR RIDGE, a Condominium, are hereby amended and completely replaced and superceded by the provisions set forth in this Amended and Restated Condominium Declaration for CEDAR RIDGE, a Condominium, and adopt this Amended and Restated Declaration of CEDAR RIDGE, a Condominium, pursuant to the required vote of the owners, which vote was secured at the Annual Meeting of the CEDAR RIDGE Homeowners Association, the incorporated association of owners of units in CEDAR RIDGE (a condominium), held in the City of Kirkland, on the 18th day of May, 2004; **and further state that there is nothing within this Amended and Restated Declaration which modifies or changes in any way the Survey Map and Plans as previously filed and as set out above.**

ARTICLE 1. DEFINITIONS.

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

Allocated Interests means the allocation of Common Expense Liability, Limited 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 6.4 and as listed in Schedule C.

Apartment as used herein, in earlier declarations or amendments, or in the By-Laws or house rules means a Residential Unit as herein below defined; herein after "Unit".

Articles means the Articles of Incorporation for the Association.

Assessment means all sums chargeable by the Association against a Unit, including, without limitation: a) general and special Assessments for Common Expenses, Limited Common Expenses, Special Allocations, charges, and fines imposed by the Association; b) interest and late charges on any delinquent account; and c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

Association means the owners association identified in Article 12.

Board means the board of directors of the Association, as described in Article 13.

Books and Records of the Association - means the following which are in the possession or under the control of the Association and which may be in printed or in electronic form:

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

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

c) All financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and

source documents from the time of incorporation of the Association through the current date;

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

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

f) All Insurance policies or copies thereof for the Condominium (or any part thereof) and Association;

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

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

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

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

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

l) All reports, documents, communications or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer or Owner) is or may be a

party, or which may relate to or affect the Condominium (or any part thereof); and,

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

Building means the building or buildings containing the Units and comprising a part of the property.

By-Laws means the By-Laws of the Association as they may from time to time be amended.

Common Elements means all portions of the Condominium other than Units, Limited Common Elements, and Residential Limited Common Elements.

Common Expenses means expenditures made by or financial liabilities of the Association which are related to the Common Elements and the general operation of the Association, including allocations to reserves.

Common Expense Liability means the liability for Common Expenses allocated to each Unit, as set forth in Schedule C.

Condemnation means the forced taking by a government agency for public use pursuant to compensation and/or, the removal of permission to occupy the unit by order of a government agency exercising its' jurisdiction.

Condominium means the Condominium created by this Declaration and related Survey Map, and Plans pursuant to the Condominium Act.

Condominium Act means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Conveyance means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.

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

Declaration means this Amended and Restated Condominium Declaration for Cedar Ridge, a Condominium, as it may from time to time be amended.

Eligible Mortgagee means the Mortgagee that has filed with the secretary of the Association a written request in compliance with Section 26.2 of this Declaration 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 thereof.

HUD means the Department of Housing and Urban Development.

Identifying Number means, with respect to each Residential Unit, the designation listed in Schedule C and shown on the Survey Map and Plans which identifies each Residential Unit in the Condominium by building number and letter designation "A" through "D" as also designated on the Survey Map and Plans.

Limited Common Element means a portion of the Common Elements allocated in Article 8 for the exclusive use of one or more but fewer than all of the Units.

Limited Common Element Expenses means expenditures made by or financial liabilities of the Association which are related to the maintenance, repair and replacement of the Limited Common Elements, including allocations to reserves.

Limited Common Element Liability means the liability for Limited Common Expenses allocated to the Units to which the Limited Common Elements are assigned, in proportion to each Unit's respective Limited Common Expense Liability, as set forth in Schedule C.

Manager means the person retained by the Board to perform such management and administrative functions and duties with respect to the

Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

Majority of Owners means fifty-one percent (51%) of owners present at a meeting in which a quorum was established.

Mortgage means a real estate contract, mortgage, or deed of trust which creates a lien or encumbrance against a unit.

Mortgagee means any holder, insurer or guarantor of a mortgage on a Unit.

Owner or Unit Owner means the person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation.

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

Professional Management means a management company or individual whose business is the management of real property for a fee. Such company or individual shall be both licensed by Washington State as a real estate agent or broker and, shall be bonded.

Purchaser means any person, who by means of a Disposition acquires a legal or equitable interest in a Unit.

Quorum For Meeting A quorum is present throughout any meeting of the Association if the owners to which twenty-five percent (25%) of the votes of the entire Association are present in person or by proxy at the beginning of the meeting.

RCW means the Revised Code of Washington as it is from time to time amended.

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

of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

Residential Limited Common Elements means those Limited Common Elements which are primarily for the benefit of a specific condominium Unit, but which lie outside the physical boundaries of the Unit.

Residential Purposes means use for dwelling or recreational purposes, or both.

Residential Unit means any one of the Units restricted for residential use as listed in Schedule C and shown on the Survey Map and Plans.

Rules and Regulations means those obligations of Unit Owners as adopted from time to time, by the Board and in the Board's sole discretion, to promote a safe and congenial community environment.

Special Allocation means the cost of gas, water, sewer, or other charges specially allocated by the Board to those Units served or benefited thereby pursuant to Section 14.8 [e.g. common recreation facilities].

Survey Map and Plans means the Survey Map and Plans filed May 5, 1979, in King County, Washington as Recorder's number 7904051099, as amended February 28, 1980 as Recorder's number 8002280766 and on September 11, 1980 as Recorder's number 8009110762 and any amendments, corrections, and addenda thereto subsequently filed.

The Act means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Unit means a physical portion of the condominium designated for separate ownership, the boundaries of which are described in Section 6.2 and shown on the Survey Map and Plans.

VA means the Veterans Administration.

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

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

ARTICLE 2. PRIORITY OF STATUTE, DECLARATION, BY-LAWS, AND HOUSE RULES.

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 this Declaration and the By-Laws, the Declaration shall prevail. House Rules are subordinate to the By-Laws, Declaration and Statute. All provisions of the Declaration, By-Laws, Rules and Regulations are severable.

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, the By-Laws, the Survey Map and Plans, or any amendment(s) thereto to comply with the Condominium Act.

~~The rule against perpetuities may not be applied to defeat any provision of the Declaration, By-Laws, rules, or regulations adopted pursuant to RCW 64.34.304(1)(a).~~

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

ARTICLE 3. NAME OF CONDOMINIUM.

The name of the Condominium created by the Declaration recorded originally on May 5, 1979, Recorder's File Number 7904051098, and amended thereafter by recorded amendments as follows: 7904051100; 7907270627; 7911060422; 8002280767; 8009110761; 8009110763 and 9612020991, each accepted and recorded in King County and as restated by this Amended and Restated Declaration of Condominium, and the

Survey Map and Plans filed May 5, 1979, Recorder's File Number 7904051099, July 27th, 1979 as Recorder's number 7907270626, as amended February 28, 1980 as Recorder's number 8002280766 and on September 11, 1980 as Recorder's number 8009110762 and any amendments, corrections, and addenda thereto subsequently filed in the records of King County, Washington is CEDAR RIDGE, a Condominium.

ARTICLE 4. DESCRIPTION OF LANDS.

The real property included in the Condominium is described in Schedule A.

ARTICLE 5. DESCRIPTION OF BUILDINGS AND UNITS.

A: The Buildings. There are thirty-six (36) separate residential buildings, numbered "1" through "36" along with one (1) recreational building, one (1) swimming pool, and one (1) pool equipment house, which have been constructed on the land described in the Declaration. The locations of each are shown on the Survey Map and Plans referred to above. Each residential building contains four (4) apartments, and is two (2) stories, with a loft. The residential buildings are, and shall be, wood frame construction on concrete foundation, no basements, with composition shingle roofs. There is one (1) assigned covered parking stall for each apartment, and additional parking stalls for common use.

B: The Units. The thirty-six buildings on the real property described in Schedule A contain a total of 144 units consisting of ten distinct unit types as follows:

- | | |
|---------------------|---|
| <u>UNIT TYPE 1A</u> | Entry, kitchen, living room with dining area, 1 bedroom, 1 bath, 1 utility room, storage areas, closets, fireplace and a deck (5 rooms, 731.86 square feet). |
| <u>UNIT TYPE 2A</u> | Entry, kitchen, living room with dining area, 2 bedrooms, 1 bath, 1 utility room, storage areas, closets, fireplace and a deck (6 rooms, 965.93 square feet). |
| <u>UNIT TYPE 2B</u> | Entry, kitchen, living room with dining area, 2 bedrooms, 1 bath, 1 utility room, storage areas, closets, fireplace and a deck (6 rooms, 977.93 square feet). |
| <u>UNIT TYPE 2C</u> | Entry, kitchen, living room with dining area, 2 bedrooms, 2 baths, 1 utility room, storage areas, closets, fireplace and a deck (7 rooms, 1080.65 square feet). |

UNIT TYPE 2D

This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 2 bedrooms, 2 baths, 1 utility rooms, 1 loft room, storage areas, closets, fireplace and a deck (8 rooms, 1,412.82 square feet).

UNIT TYPE 2E

This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 2 bedrooms, 1 bath, 1 utility room, 1 loft room, storage areas, closets, fireplace and a deck (7 rooms, 1,286.28 square feet).

UNIT TYPE 2F

This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 2 bedrooms, 2 baths, 1 storage room, a utility area, closets, storage areas, fireplace and a deck (7 rooms, 1,143.44 square feet).

UNIT TYPE 3A

This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 3 bedrooms, 2 baths, 1 utility room, storage areas, closets, fireplace and a deck (8 rooms, 1,412.82 square feet).

UNIT TYPE 3B

This Unit has 2 levels and contains: Entry, kitchen with utility area, living room with dining area (with cathedral ceiling), 3 bedrooms (master bedroom has cathedral ceiling), 2 baths, closets, storage areas, fireplace and a deck (7 rooms, 1,378.42 square feet).

UNIT TYPE 3C

This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 3 bedrooms, 2 baths, 1 utility rooms, storage areas, closets, fireplace and a deck (8 rooms, 1,286.28 square feet).

ARTICLE 6. DESCRIPTION OF UNITS; ALLOCATED INTERESTS.

Section 6.1 Number and Identification of Units. The Condominium has 144 units. The number of kitchens, and bathrooms; the number of bedrooms, and additional rooms, patios or decks and approximate square footage, building number, floor level, and identifying number of each Unit are set forth in Schedule C. The location of the Units are shown on the Survey Map and Plans.

Section 6.2 Unit Boundaries. The boundaries of the Units are as follows:

Subsection 6.2.1 Interior Surfaces. The Interior Surfaces of perimeter walls, floors, ceilings, doors and windows are the boundaries of a Unit. Decorative

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

Subsection 6.2.2 Ducts. Wires. Etc. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to the Unit.

Section 6.3 Unit Data. The location and configuration of each Unit is shown in the Survey Map and Plans. All units have fireplaces. Schedule C sets forth the following physical data for each Unit:

- The building in which each Unit is located;
- The letter designation assigned to each Unit;
- The level on which each Unit is located;
- The value assigned to each Unit;
- The parking stall assigned to each Unit
- The rooms and type of rooms in each Unit by unit type legend; and
- The approximate square footage of each Unit.

Section 6.4 Allocated Interests. Schedule C sets forth declared values and the allocated interests of each Unit of the condominium for the purposes of Common Expense Liability, Limited Common Expense Liability, and interest in the Common Elements. The formula for determining the allocations, based on the Total Declared Value and Declared Value of Unit at initial construction, is as follows:

$$\text{Declared Value of Unit} \div \text{Total Declared Value} = \text{Allocated Interest}$$

Voting: is by Allocated Interest.

ARTICLE 7. COMMON ELEMENTS.

Section 7.1 Description. The Common Elements include the recreation building, the swimming pool, pool equipment house, the roofs, crawl spaces and all portions of the Condominium other than the Units and the Limited Common Elements, including all portions of the walls, floors, or ceilings which are not part of or within the Unit boundaries as described in Section 6.2.

Section 7.2 Use. 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 streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the By-Laws, and the Rules and Regulations of the Association.

Section 7.3 Bank Loans, Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be subjected to a security interest by the Association by affirmative vote of the Owners having greater than two-thirds (2/3) of the votes in the Association.

All of the Owners of Units to which any Limited Common Element is allocated must agree in order to subject it to a security interest.

ARTICLE 8. LIMITED COMMON ELEMENT.

Section 8.1 Description. The Limited Common Elements allocated to each Unit or to certain Units include the deck located immediately adjacent to the living room and/or bedroom of each Unit, the stairways and entry ways for the exclusive use of the Unit(s) to which they lead, the Unit mail box, and the assigned parking stall as designated on Schedule C and as designated on the Survey Map and Plans.

Section 8.2 Use. Each Owner shall have the exclusive right to use the Limited Common Elements allocated or assigned solely to the Owner's Unit. The right to use the Limited Common Elements extends not only to each Owner of a Residential Unit, but also to the Owner's agents, servants, tenants, family members, invitees, and licensees. The Board may adopt Rules and Regulations governing the use of the Limited Common Elements and may assess monetary fines for violations.

Section 8.3 Reallocation. A Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration. The Board shall approve the request of the Owner or Owners under this section within sixty (60) days, or within such other period provided by this Declaration, unless the proposed reallocation does not comply with the Condominium Act, this Declaration, or the By-Laws. The failure of the Board to act upon a request within such period shall be deemed approval by the Board to present the request for reallocation to all the Unit Owners.

A Common Element may be reallocated as a Limited Common Element or a Limited Common Element may be incorporated into an existing Unit with the approval of greater than two-thirds (2/3) of the Owners, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated.

The reallocation if approved by the Owners shall be recorded in the names of the parties and of the Condominium. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Survey Map and Plans.

Said amendment to the Declaration, and the Survey Map and Plans as required, shall be at the sole expense of the Owner(s) seeking such reallocation.

ARTICLE 9. PARKING

Section 9.1 Use of Assigned Parking Stalls, and Parking Spaces. The assigned parking stalls (Limited Common Elements), and the unassigned parking spaces (Common Elements), are intended to be used for parking of operable passenger, non-commercial motor vehicles. The Board shall adopt Rules and Regulations governing the use of the parking areas, including permitted vehicles and owner responsibility for cleanliness and maintenance of assigned parking stalls to avoid damage to the asphalt and/or unsightly conditions.

The Board may assess monetary fines for violations of parking rules. The Board may also direct that any vehicle or other thing improperly parked or kept in areas belonging to the Common Elements or Limited Common Elements shall be removed, and if not removed, the Board may cause such vehicle or other thing to be removed at the risk and cost of the owner thereof.

ARTICLE 10. PERMITTED USES; MAINTENANCE OF UNITS; CONVEYANCES.

Section 10.1 Residential Units; Timesharing Prohibited. The Residential Units in the Condominium are intended for and restricted to use as single family residences only, and on an ownership rental, or lease basis, for social, recreational, or other reasonable activities normally incident to such use, including use as a home office that does not involve regular visits by customers or clients. Timesharing of Units, as defined in RCW 64.34, is prohibited.

Section 10.2 Leases. Leases of Residential Units shall have a minimum initial term of six months. No lease or rental of a Residential Unit may be less than the entire Unit. All leases or rental agreements for Residential Units shall provide that its terms shall be

subject in all respects to the provisions of the Declaration, the By-Laws and Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of such 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. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the By-Laws or of the Rules and Regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority, **on behalf and at the expense of the Owner**, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which ~~may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 15.~~ Other than as stated in this section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.

~~***Section 10.3 Maintenance of Units, No Structural Changes, Common Elements, and Limited Common Elements, Liability for Water Damage.***~~ Except as provided below, ~~the Association is responsible for maintenance, repair, and replacement of the Common Elements and the Limited Common Elements,~~ and each Owner is responsible for maintenance, repair and replacement of the Owner's Unit. The roof system, is a Common Element. The costs of maintenance, repair and replacement of the Limited Common Elements assigned to each of the Residential Units and the Residential Limited Common Elements shall be assessed against all of the Residential Units in accordance with their Limited Common Expense Liability, as provided in Section 14.5 and in Schedule C.

Each Owner shall, at the Owner's sole expense, keep the interior of the Unit and its equipment, appliances, and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Unit. Each Owner shall replace any broken glass in the windows or exterior doors of the Unit. Each Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, air conditioning units, fans, and heating equipment which serve only that Unit, whether or not located in the Unit.

No Owner shall make structural changes to the interior of Owner's Unit without the prior written consent of the Board which consent may be conditioned upon proper engineering studies or structural analysis satisfactory to the Board, at Owner's expense.

Section 10.4 Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board shall provide for the maintenance of the exterior of the buildings. No Owner may modify or decorate the exterior of a building, 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. No radio or television antennas or other appliances may be installed on the exterior of a building without the prior written consent of the Board. The Board may also require use of a uniform color and material for blinds, draperies, under-draperies, or drapery lining for all Units.

Section 10.5 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Element or Limited 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 or in any Common Element or Limited 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.

Section 10.6 Use or Alteration of Common Elements and Limited Common Elements. Use of 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 or constructed in or removed from any Common Element or Limited Common Element except with the prior written consent of the Board.

Section 10.7 Signs. No sign of any kind shall be displayed to the public view on or from any Residential Unit, Limited Common Element or Common Element without the prior consent of the Board.

Section 10.8 Pets. No animals, which term includes livestock, domestic animals, poultry, reptiles or living creatures of any kind, shall be raised, bred, or kept in any apartment or in the common or limited common areas, whether as pets or otherwise, except subject to Rules and Regulations adopted by the Board, or By-Laws adopted by the Association. The Board may, after Notice and Opportunity to be Heard, at any time require the removal of any pet for cause stated, and may exercise this authority for specific pets, even though other pets are permitted to remain.

Section 10.9 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.

Section 10.10 Trash. Each Owner shall be responsible for removing all trash or garbage from the Unit and depositing it in proper receptacles.

Section 10.11 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners. Owners shall not permit any condition to exist that will induce, breed or harbor infectious plant diseases or noxious insects or vermin.

Section 10.12 Conveyance by Owners; Notice Required. The right of an Owner to the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board. An Owner intending to convey a Unit shall deliver a written notice to the Board or its designated agent, at least two weeks before closing, specifying a) the Unit being sold; b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested.

~~At the time of the first conveyance of each Unit, every mortgage, lien or other encumbrance affecting that Unit and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien or other encumbrance.~~

Section 10.13 Rules and Regulations to Ensure Compliance. The Board shall adopt Rules and Regulations to ensure Owner compliance with and conformance to all Sections of Article 10. The Board may assess monetary fines for violations of the Rules and Regulations.

ARTICLE 11. ENTRY FOR REPAIRS OR MAINTENANCE.

The Association and its agents or employees may enter any Unit and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements,

maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements, the Limited Common Elements or to another Unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be given Notice and an Opportunity to be Heard as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owner and occupants as practicable. The Board and the Association shall have no liability for damage incident to such an emergency entry. The Board may levy a special Assessment against the Owner of the Unit for all or part of the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 15.

ARTICLE 12. OWNERS ASSOCIATION.

Section 12.1 Form of Association. The Owners of Units constitute an Owners Association known as CEDAR RIDGE CONDOMINIUM ASSOCIATION. The Association is a nonprofit corporation. It is governed by the Board of Directors, hereinafter the Board. The number of members of the Board of Directors shall be specified in the By-Laws of the Association. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, the Declaration and the By-Laws.

Section 12.2 By-Laws. The Board will adopt and the Association will approve By-Laws to supplement the Declaration and to provide for the administration of the Association and the property and for other purposes not inconsistent with the Condominium Act or the Declaration.

Section 12.3 Qualification and Transfer. Each Owner of a Unit shall be a member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that member's Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit; provided, that 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 By-Laws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.

Section 12.4 Powers of the Association. In addition to those actions authorized elsewhere in the Declaration, the Association shall have the power to:

Subsection 12.4.1 Adopt and amend the By-Laws and the Rules and Regulations;

Subsection 12.4.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Common Expenses, Limited Common Expenses, Special Allocations and special Assessments from Owners;

Subsection 12.4.3 Hire and discharge or contract with an on site manager and other employees, agents, and independent contractors;

Subsection 12.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium;

Subsection 12.4.5 Make contracts and incur liabilities;

Subsection 12.4.6 Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements;

Subsection 12.4.7 Cause additional improvements to be made as a part of the Common Elements and Limited Common Elements;

Subsection 12.4.8 Acquire, hold, encumber, convey and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Condominium; provided that:

12.4.8.1 If the estimated cost of any separate property acquisition or addition or improvement to the Condominium exceeds \$50,000 and has not been included in the current year's budget, the approval of the Owners holding a majority of the votes in the Association shall be required; and if such estimated cost exceeds \$75,000 and has not been included in the current year's budget, the approval of the Owners holding more than two-thirds (2/3) of the votes in the Association shall be required;

12.4.8.2 No structural changes shall be made to a building without the approval of Owners holding more than two-thirds (2/3) of the votes in the Association;

12.4.8.3 No structural change shall be made to a Unit without the written approval of the Owner of that Unit;

12.4.8.4 The beneficial interest in any property acquired by the Association pursuant to this section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged or otherwise dealt with as the Board shall determine.

Subsection 12.4.9 Grant easements, leases, licenses, and concessions through or over the Common Elements and Limited Common Elements and petition for or consent to the vacation of streets and alleys;

Subsection 12.4.10 Impose and collect pursuant to the Rules and Regulations, any payments, fees, or charges for the use, rental, or operation of the Common Elements and Limited Common Elements and for services provided to Owners;

Subsection 12.4.11 Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly function of the Condominium;

Subsection 12.4.12 Impose and collect charges for late payment of Assessments as further provided in Article 15 and, after Notice and an Opportunity to be Heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration, the By-Laws, or Rules and Regulations adopted by the Board, levy reasonable fines as adopted by the Board.

Subsection 12.4.13 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;

Subsection 12.4.14 Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance as described in Section 13.6 hereinbelow.

Subsection 12.4.15 Assign its right to future income, including the right to receive Assessments;

Subsection 12.4.16 Provide or pay, as part of the Common Expenses at a minimum, the following utility services to Residential Units: garbage removal, water and sewer;

Subsection 12.4.17 Exercise any other powers conferred by this Declaration, the By-Laws, and/or the Rules and Regulations;

Subsection 12.4.18 Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

Subsection 12.4.19 Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 12.5 Financial Statements and Records. 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. All Financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents during normal business hours, upon proper notice and request. As a Condominium having more than 50 units the Association shall in accord with the Revised Code of Washington, Section 64.34.372, at least annually, prepare, or cause to be prepared, an audited financial statement of the Association in accordance with generally accepted accounting principles. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any mortgagee shall, upon request, be entitled to receive the annual financial statement with 120 days following the end of the fiscal year. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner, at his expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of any holder of a first mortgage or deed of trust, the Association shall provide within a reasonable time the financial statement of the Association for the preceding fiscal year.

Section 12.6 Inspection of Condominium Documents, Books and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a

reasonable charge to cover the cost of production & delivery of requested records or documents.

ARTICLE 13. THE BOARD.

Section 13.1 Selection of the Board and Officers. The Owners shall elect a Board, all of whom must be Unit Owners. The number of Board members and their terms of service shall be specified in the By-Laws. The Board shall elect officers in accordance with the procedures provided in the By-Laws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the By-Laws.

Section 13.2 Powers of the Board; Adoption of Budget. Except as provided in this Declaration, the By-Laws or the Condominium Act, the Board shall at all times act on behalf of the Association. The Board shall construct and recommend a Budget annually as specified in Article 14. The Board may exercise all powers of the Association, except as otherwise provided in the Condominium Act, or this Declaration.

Section 13.3 Managing Agent. The Board may, but shall not be required to, contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Condominium and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. If the professional management has been required by HUD, FNMA, VA, FHLMC or other similar agency or corporation, the procedure for terminating professional management and assuming self-management shall be that procedure set forth in Article 24. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (1) for cause, on 30 days' written notice, or (2) without cause, on not more than 90 days' written notice.

Section 13.4 Limitations on Board Authority. The Board shall not act on behalf of the Association to terminate the Condominium pursuant to Article 25, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may, in accordance with the By-Laws, fill vacancies in its membership for the unexpired portion of any term.

Section 13.5 Right to Notice and Opportunity to be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be heard", the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants or occupants of Units whose interest would

be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the procedure to be followed by those receiving the notice to request, at their option, an appearance before the Board to protest the proposed action. The written request to make a presentation to the Board must be made within 7 week days of the date of the notice. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence may be considered in making the decision but shall not bind the Board. The affected person shall be notified, in writing, of the decision in the same manner in which notice of the meeting was given. The Board's decision shall not be given orally at the hearing.

Section 13.6 Indemnification of Officers and Directors. Directors and Officers shall be indemnified by the Association to the maximum extent permitted by RCW 24.03.043 and Washington corporate law as from time to time amended.

ARTICLE 14. BUDGET AND ASSESSMENTS.

Section 14.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. The Board shall adopt a budget for each fiscal year.

Section 14.2 Assessments for Common Expenses. The Board shall from time to time and at least annually, prepare a budget for the Association, determine the amounts necessary to meet the common expenses of the Association, and allocate and assess such common expenses among the Unit Owners according to their respective allocated interests as set forth on Schedule C hereto. The Common expenses shall include:

- a) All common expenses defined in the Act and this Declaration; and,
- b) All such other amounts as the Board may deem necessary or advisable for the lawful exercise of its powers and duties.

The Board may, but shall not be required to return excess assessments for any year over and above actual expenditures.

Section 14.3 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.

Section 14.4 Monthly Assessments. The amounts required by the Association for Common Expenses, Limited Common Expenses and Special Allocations as reflected by the annual budget and any supplement budgets shall be divided into installments as established by the Board, and due and payable on a monthly basis.

Section 14.5 Common Expenses. Common Expenses shall include the cost of operation, maintenance, repair and replacement of the Common Elements (but not the Limited Common Elements), the general expenses of the Association, including management and professional fees and costs, insurance and any other costs that the Board determines benefits Residential Units. Common expenses shall be allocated to all Unit Owners in accordance with their Common Expense Liability, set forth on Schedule C.

Section 14.6 Limited Common Expenses. Limited Common Expenses shall include the cost of operation, maintenance, repair and replacement of the Limited Common Elements. Limited Common Expenses shall be allocated in the aggregate to all Unit Owners in accordance with their Common Expense Liability, Schedule C.

Section 14.7 Special Allocations. The Board shall allocate among the Unit Owners, on any reasonable basis, the cost of any special expenses or expenses not properly attributable to all units.

Section 14.8 Special Assessments. For those Common Expenses and Limited Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy a special Assessment for such expenses, subject to ratification by the Owners pursuant to Section 14.3. To the extent that any Common Expense or Limited Common Expense is caused by the misconduct of an Owner or tenant of any Unit, the Association may, after Notice and Opportunity to be Heard, specially assess that expense against the Owner of that Unit.

Section 14.9 Creation of Reserves; Assessments. The Board, in accordance with generally accepted accounting standards shall create reserve accounts for anticipated expenses for repairs, replacement and improvements to the Common Elements and Limited Common Elements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the By-Laws.

Section 14.10 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 and Limited 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.

ARTICLE 15. LIEN AND COLLECTION OF ASSESSMENTS.

Section 15.1 Assessments Are a Lien; Priority. The Association has a lien on a Unit for any unpaid Assessment levied against the Unit from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except:

- a) liens and encumbrances recorded before the recording of this Declaration; and,
- b) a mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses and Limited Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 14 which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of trustee's sale in a nonjudicial foreclosure of a mortgage, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract; and,
- c) ~~liens for real property taxes and other governmental assessments or charges against the Unit.~~ Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments 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 eligible mortgagee.

Section 15.2 Lien May be Foreclosed; Judicial Foreclosure. The 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 15.3. 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 the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided

in the exception to (b) of Section 15.1, 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 Owners, including such mortgagee or other purchaser of the Unit. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 15.3 Nonjudicial Foreclosure. A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure of 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 First American Title Insurance Company or its successors or assigns ("Trustee"), to secure the obligations of each Unit Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. 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 a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this Section, it shall not be entitled to the lien priority over mortgages provided in exception (b) of Section 15.1.

Section 15.4 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 the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the 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, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than 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.

Section 15.5 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.

Section 15.6 Joint and Several Liability. In addition to constituting a lien on a Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the 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 therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

Section 15.7 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

Section 15.8 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 15.9 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and actual attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and actual attorneys' fees on appeal and in the enforcement of a judgment.

Section 15.10 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimate monthly Assessments, which shall be collected and shall be subject to penalties for non payment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten days or more delinquent in paying Assessment.

Section 15.11 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 16. ENFORCEMENT OF DECLARATION, BY-LAWS, AND RULES AND REGULATIONS.

Section 16.1 Rights of Action. Each Owner, the Board and the Association shall comply strictly with this Declaration, the By-Laws, and the Rules and Regulations adopted pursuant thereto, by the Board, as they may be lawfully amended from time to time. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board, or an owner acting on behalf of the Association in the absence of the Board.

Section 16.2 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the By-Laws or Rules and Regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach.

ARTICLE 17. TORT AND CONTRACT LIABILITY.

Section 17.1 Tort Liability. An Owner is not precluded from bringing an action contemplated by this section because the owner is a member or officer of the Association.

Section 17.2 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 on site manager, shall be liable for: the 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 leak or flow from outside or from any parts of the buildings, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damages, or for such inconvenience or discomfort.

Section 17.3 No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or the on site manager 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 section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtain by the Board.

ARTICLE 18. INDEMNIFICATION.

Each Board member, Association committee member, on site manager, and Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which 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 thereof, whether or not such person holds such 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 such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 19. INSURANCE.

Section 19.1 General Requirements. The Association shall maintain, to the extent reasonably available, a policy or policies of insurance and bonds necessary to provide a) property insurance; b) commercial general liability insurance; c) fidelity insurance; d) worker's compensation insurance to the extent required by applicable laws; e) directors and officers liability insurance; and f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, and authorized to do business in the State of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds named therein, including Owners, Mortgagees, and designated servicers of Mortgagees.

Section 19.2 Property Insurance. The property insurance shall, at the minimum, provide all risk or special cause of loss coverage in an amount equal to the full replacement

cost of the Common Elements, Limited Common Elements and equipment and fixtures in the Units, and personal property of the Association with an "Agreed Amount Endorsement" and construction codes endorsements, such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement", an "Increased Cost of Construction Endorsement", and such other endorsements as the Board of Directors 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 Mortgagees, 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.

Section 19.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, and the on site manager, and cover all of the Common Elements and Limited 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 insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements and Limited Common Elements, liability in connection with employment contracts of the Association, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

Section 19.4 Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Sections 19.2 and 19.3 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 19.8, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association,

as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

Section 19.5 Additional Policy Provisions. The insurance obtained pursuant to this Declaration shall contain the following provisions and limitations:

Subsection 19.5.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

Subsection 19.5.2 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.

Subsection 19.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Subsection 19.5.4 Coverage shall not be prejudiced by (a) any act, omission or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

Subsection 19.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

Subsection 19.5.6 A standard mortgagee clause which shall:

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

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

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

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

Section 19.6 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 Board 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 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 "employee" or similar expression.

Section 19.7 Owners' Individual Insurance. An insurance policy issued to the Association does not insure all losses an owner may incur and Owners are encouraged to obtain Insurance for the Owner's benefit.

Section 19.8 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: a) the Condominium is terminated; b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or c) Owners holding at least eighty (80%) of the votes in the Association, 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 or Limited Common Expense depending upon whether the cost relates to Common Elements or Limited Common Elements. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced:

(i) The insurance proceeds attributable to the damaged Common Elements and Limited Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interest may appear, in proportion to the interest in Common Elements of each Unit. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interest are automatically reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, the provisions of the Section of this Declaration "Termination of Condominium" governs the distribution of insurance proceeds if the Condominium is terminated.

Section 19.9 Insurance Deductibles, How Paid. As to all policies of insurance obtained by the Association that contain a monetary deductible clause [dollar amount to be paid by the insured], such deductible amount shall be a Common Expense.

ARTICLE 20. DAMAGE TO PROPERTY, REPAIR.

Section 20.1 Initial Board Determination. In the event of damage to any Common Element, Limited Common Element, Residential Limited Element, or to any portion of a Unit or its equipment or appliances covered by the Association's insurance policy, the Board shall promptly, and in all events within 30 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

Subsection 20.1.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

Subsection 20.1.2 An estimate of the cost to repair the damage.

Subsection 20.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

Subsection 20.1.4 The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds, and the amount of the Assessments that would have to be made against each Unit if the excess

cost were to be paid as a Common Expense or Limited Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities or Limited Common Expense Liabilities, as the case may be.

Section 20.2 Notice of Significant Damage. The Board shall promptly, and in all events within 30 days after the date of damage, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. The Board shall then provide each Owner with a written notice describing the damage and summarizing the initial Board determinations made under this Section.

Section 20.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work.
As used in this Article:

Subsection 20.3.1 Damage shall mean all kinds of damage, whether of slight degree or total destruction.

Subsection 20.3.2 Substantial Damage shall mean that in the judgment of a majority of the Board the estimated Assessment determined under Section 20.1.4 exceeds ten percent of the full, fair market value of the Unit before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

Subsection 20.3.3 Repair shall mean restoration to substantially the condition they were in before they were damaged, with each Unit, Common Element, and Limited Common Element, having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

Subsection 20.3.4 Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

Section 20.4 Execution of Repairs.

Subsection 20.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided in Section 19.8. If the cost of repair exceeds the available insurance proceeds the Board Shall

impose an Assessment against all Units in proportion to their Common Expense Liabilities for repairs to the Common Element or Limited Common Expense Liabilities for repairs to the Limited Common Elements in an amount sufficient to pay the excess costs.

Subsection 20.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as is reasonable necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

Subsection 20.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000.00, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article.

ARTICLE 21. CONDEMNATION.

Section 21.1 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, 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.

Section 21.2 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 Common Elements or Limited Common Elements or any part thereof, from 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 Section, the affected Owners may individually or jointly act on their own behalf.

Section 21.3 Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by 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 lienholder 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 is thereafter a Common Element.

Section 21.4 Condemnation of a Part of a Unit. Except as provided in Section 21.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation awarded to the Unit Owner shall be paid to the Owner or lienholders 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.

Section 21.5 Condemnation of Common Element or Limited Common Element. 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, or to lienholders, as their interests may appear. Any portion of the award attributable to the acquisition of a Limited Common Element shall be divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition in accordance with their respective interests in Common Elements. If the Board determines that the particular Owner's interest in the Common Elements 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.

Section 21.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 20.

ARTICLE 22. EASEMENTS.

Section 22.1 In General. Each Unit has an easement in and through each other Unit and the Common Elements and Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium.

Section 22.2 Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the Condominium Act, each Unit and all Common Elements and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common Elements 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 Elements 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 willful act with full knowledge of the Owner. The encroachments described in this ~~Section shall not be construed to be encumbrances affecting the marketability of title to any~~ Unit.

ARTICLE 23. PROCEDURES FOR RELOCATION OF UNIT BOUNDARIES.

Section 23.1 Submission of Proposal to Combine Units. No Unit or Units shall be subdivided either by agreement or legal proceedings, except as provided in this Article. An Owner may propose subdividing a Unit or Units 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, consistent with Article 24 hereinbelow, which amendments shall be executed by the Owner of the Unit to be subdivided upon approval pursuant to Section 23.2, 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 altered shall bear all costs of the subdivision, including notification of all mortgagees as may be required by statute, ordinance or governmental regulation.

Section 23.2 Approval Required. A proposal that contemplates relocation of a Unit's or Units' boundaries will be accepted only if approved in writing by all Owners and mortgagees of the Unit or Units to be modified, by the Board and by fifty-one percent (51%) of Eligible Mortgagees.

Section 23.3 Minor Alterations. No Unit may be altered in any way except in accordance with this Article. An Owner may make any improvements or alternations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. An Owner may not change the appearance of the Common Elements or Limited Common Elements or the exterior appearance of a Unit without permission of the Association pursuant to the procedures of Section 23.5.

Section 23.4 Adjoining Units. After acquiring an adjoining Unit or an adjoining part of any adjoining Unit, an Owner may, with approval of the Board pursuant to Section 23.5, remove or alter any intervening partition or create openings therein, even if the partition in whole or in part is a Common Element or Limited Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of openings under this subsection is not a relocation of boundaries. The Owner's proposal to act under this section shall be submitted to the Board and shall include the plans and specifications for the proposed removal or alteration.

Section 23.5 Substantial Alteration. A proposal that contemplates substantial alteration of one or more Units is subject to approval by the Board. The Board shall approve or reject an Owner's request under this Section within sixty (60) days unless the Board has asked for additional clarification or documentation concerning the proposal, in which case the time to respond shall be tolled pending delivery of the requested information.

Approval is denied if the proposed alteration does not comply with Section 23.4 or impairs the structural integrity or mechanical or electrical systems in the Condominium even if the Board does not give formal notice of rejection within sixty (60) days.

Section 23.6 Procedure After Approval. Upon approval of a proposal under this Article, the Owner making it may proceed according to the proposed plans and

specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other Units or Common Elements or Limited Common Elements or that reasonable deadlines for completion of the work be inserted in the contracts for the work. Any changes required in the Survey Map Plans and Declaration shall be placed of record as amendments thereto after complying with the procedures in this Declaration for its amendment. All costs incident to such Amendment to the Declaration, the Survey Map and Plans shall be at the sole expense of the Unit or Units making the request for substantial alteration.

Section 23.7 Relocation of Boundaries—Adjoining Units. The boundaries between adjoining Units may only be relocated by an amendment to the Declaration, 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 the Board determines within sixty (60) days, that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by the Unit Owners, contains words of conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall obtain and record survey maps or plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. The Owner or Owners benefitted by a reallocation of Unit boundaries shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board.

ARTICLE 24. AMENDMENT OF DECLARATION OF CONDOMINIUM, SURVEY MAP AND PLANS, ARTICLES OF INCORPORATION, OR BY-LAWS

Section 24.1 Procedures. The Declaration of Condominium, the Survey Map and Plans, the Articles of Incorporation and the By-Laws may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose amendments to this Declaration, the Survey Map and Plans, the Articles of Incorporation or the By-Laws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with twenty percent (20%) or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has

been given to all persons (including Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, amendment to the Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records of King County. The amendment shall be indexed in the name of the Condominium and shall contain a cross reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the By-Laws shall be effective upon adoption.

Section 24.2 Percentages of Consent Required. The percentages of consent of Owners and Eligible Mortgagees required for adoption of amendments to the Declaration of Condominium, the Survey Map and Plans, the Articles of Incorporation and the By-Laws are as follows:

Subsection 24.2.1 The consent of Owners holding more than two-thirds (2/3) of the votes in the Association, and the consent of Eligible Mortgagees that have at least fifty-one percent (51%) of the Votes of Units subject to Eligible Mortgagees shall be required to materially amend any provisions of the Declaration of Condominium, the Survey Map and Plans, the Articles of Incorporation, or the By-Laws, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- a) voting rights;
- b) assessments, assessment liens, or subordination of such liens;
- c) reserves for maintenance, repair, or replacement of the Common Elements;
- d) responsibility for maintenance and repair of any portion of the Condominium; e) rights to use Common Elements and Limited Common Elements;
- f) reallocation of interest in Common Elements or Limited Common Elements or rights to their use;
- g) redefinition of any Unit boundaries;
- h) convertibility of Units into Common Elements or Common Elements into Units;

- l) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- j) hazard or fidelity insurance requirements;
- k) imposition of any restrictions on leasing of Units;
- l) imposition of any restriction on the right of an Owner to sell or transfer a Unit;
- m) "reserved";
- n) restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or Survey Map and Plans; or
- o) any provisions which are for the express benefit of holders of first mortgages.

Subsection 24.2.2 All other amendments shall be adopted if consented to by more than two-thirds (2/3) of the Owners.

Subsection 24.2.3 An Eligible Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have consented to such request.

ARTICLE 25. TERMINATION OF CONDOMINIUM.

Section 25.1 Action Required. Except as provided in Articles 20 and 21, the Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated and with the consent of Eligible Mortgagees of Units to which at least two-thirds (2/3) 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 30 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

Section 25.2 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 26. NOTICES.

Section 26.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the By-Laws or

rules or regulations of the Association shall be in writing and may be delivered either personally or by mail or commercial service and shall provide positive proof of delivery.

Section 26.2 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 thereafter 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 or Limited Common Expenses, iv) the number of votes in the Association allocated to any Unit, or v) the purposes to which a Unit or the Common Elements or Limited Common Elements are restricted; b) any proposed termination of the 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 owned by an Owner of a Unit on which an Eligible Mortgagee had a 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 as required by this Declaration.

ARTICLE 27. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

ARTICLE 28. EFFECTIVE DATE.

This Declaration shall take effect upon recording.

ARTICLE 29. REFERENCE TO SURVEY MAP AND PLANS.

The survey map and plans were recorded May 5, 1979 under King County Auditor's number 7904051099 and there after amended under King County Recording numbers

7907270626, 8002280766, and 8009110762. Nothing within this Restated and Amended Declaration of Condominium for Cedar Ridge makes a change to the Survey Map and Plans.

CERTIFICATION OF ADOPTION

The undersigned, being the president and secretary of the CEDAR RIDGE Homeowners Association certify that on the 23rd day of April, 2004 at a properly scheduled meeting a majority of the Board of Directors reviewed and approved this Amended and Restated Declaration in the manner set in the governing documents of the Association; and,

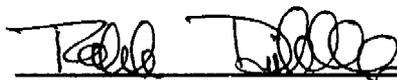
Thereafter, on the 18th day of May, 2004, at the Annual Meeting of owners, by the affirmative vote of seventy-three and 259 / 1000 percent (73.259%) of the entire Association ownership, this Amended and Restated Declaration was adopted by the Association Members; and,

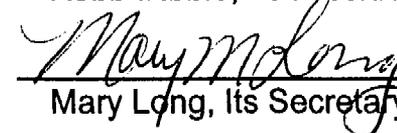
~~That, there is nothing within this Amended and Restated Declaration with modifies or amends the Survey Map and plans as recorded with the Recorder of King County, Washington, under File Nos. 7904051099 and there after amended under King County Recording numbers 7907270626, 8002280766, and 8009110762; and,~~

~~That, there is nothing within this Amended and Restated Declaration effecting a change in (i) the boundaries of any apartment; (ii) the undivided interest in the common elements appertaining to the apartment or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to the apartment, or (iv) the value of the property and of any and all of the apartments for the purposes of the Declaration or the Condominium Statute, or (v) the fundamental purpose to which any apartment or the common areas are restricted.~~

DATED this 26th day of May, 2004.

CEDAR RIDGE HOMEOWNERS ASSOCIATION

By: 
Robb Dibble, Its President

By: 
Mary Long, Its Secretary

Schedule A, continued

West a distance of 147.38 feet; thence South 2°9'52"25" West a distance of 110.00 feet; thence North 40°35'20" West a distance of 85.05 feet; thence South 68°32'37" West a distance of 383.83 feet; thence South 0°08'35" East a distance of 410.00 feet; thence South 1°29'40" West a distance of 137.68 feet to the Northerly margin of Kirkland-Redmond Road (SR 908); thence Easterly along said Northerly margin South 76°10'29" East a distance of 42.57 feet; thence North 75° 43' 13" East a distance of 76.85 feet; thence North 72° 47' 00" East a distance of 240.07 feet to the true point of beginning. SUBJECT TO Declaration of Covenants, Conditions and Restrictions recorded contemporaneously with the Condominium Declaration of Cedar Ridge, A Condominium and easements of record.

LEGAL DESCRIPTION (PARCEL "B" ONLY):

Commencing at the Southeast corner of the Southeast Quarter of Section 3, Township 25 North, Range 5 East, W.M., in King County, Washington; thence North 1°01'27" East along the East line of said section, a distance of 81.50 feet to the Northerly margin of Kirkland-Redmond Road (SR 908); thence continuing Westerly along said Northerly margin South 87°15'10" West a distance of 182.42 feet; thence North 84°35'59" West a distance of 250.45 feet; thence South 86°03'56" West a distance of 209.89 feet; thence South 75°33'48" West a distance of 165.45 feet; thence South 72°47'00" West a distance of 120.63 feet; thence North 56°58'33" West a distance of 37.00 feet; thence North 1°01'27" East a distance of 141.50 feet; thence South 77°28'33" East a distance of 25.50 feet; thence North 17°46'27" East a distance of 89.00 feet; thence South 72°13'33" East a distance of 90.00 feet; thence North 28°16'21" East a distance of 348.00 feet; thence North 8°34'58" West a distance of 209.74 feet to the true point of beginning; thence continuing North 8°34'58" West a distance of 620.69 feet; thence North 87°28'33" West - a distance of 495.46 feet; thence South 0°08'35" East a distance of 895.03 feet; thence North 68°32'37" East a distance of 383.83 feet; thence South 40°35'20" East a distance of 85.05 feet; thence North 29°52'25" East a distance of 110.00 feet; thence North 53°12'22" East a distance of 147.38 feet to the true point of beginning.

SUBJECT TO Declaration of Covenants, Conditions and Restrictions recorded contemporaneously with the Condominium Declaration of Cedar Ridge, A Condominium, and Easements of Record.

LEGAL DESCRIPTION (PARCEL "C" ONLY):

Commencing at the Southeast corner of the Southeast Quarter of Section 3, Township 25 North, Range 5 East, W.M., in King County, Washington; thence North 1°01'27" East along the East line of said section, a distance of 81.50 feet to the Northerly margin of

Schedule A

CEDAR RIDGE, A CONDOMINIUM

Description of Land

DESCRIPTION (ALL PARCELS):

Commencing at the Southeast corner of the Southeast Quarter of Section 3, Township 25 North, Range 5 East, W.M., in King County, Washington; thence North 1°01'27" East along the East line of said section, a distance of 81.50 feet to the Northerly margin of Kirkland-Redmond Road (SR 908); thence continuing Westerly along said Northerly margin South 87°15'10" West a distance of 182.42 feet; thence North 84°35'59" West a distance of 40.00 feet to the true point of beginning; thence continuing North 84°35'59" West a distance of 210.45 feet; thence South 86°03'56" West a distance of 209.89 feet; thence South 75°33'48" West a distance of 165.45 feet; thence South 72°47'00" West a distance of 360.70 feet; thence South 75°43'13" West a distance of 76.85 feet.; thence North 76°10'29" West a distance of 42.57 feet; thence North 1°29'40" East a distance of 137.68 feet; thence North 0°08'35" West a distance of 1305.03 feet; thence South 87°28'33" East a distance of 642.21 feet; thence South 0°26'31" West a distance of 535.04 feet; thence South 83°35'00" East a distance of 98.00 feet; thence South 60°58'00" East a distance of 190.00 feet; thence South 12°28'18" East a distance of 639.90 feet to the true point of beginning.

SUBJECT TO Declaration of Covenants, Conditions and Restrictions recorded contemporaneously with the Condominium Declaration of Cedar Ridge, A Condominium and easements or record.

LEGAL DESCRIPTION (PARCEL "A" ONLY):

Commencing at the Southeast corner of the Southeast Quarter of Section 3, Township 25 North, Range 5 East, W.M., in King County, Washington; thence North 1°01'27" East along the East line of said section, a distance of 81.50 feet to the Northerly margin of Kirkland-Redmond Road (SR 908); thence continuing Westerly along said Northerly margin South 87°15'10" West a distance of 182.42 feet; thence North 84°35'59" West a distance of 250.45 feet; thence South 86°03'56" West a distance of 209.89 feet; thence South 75°33'48" West a distance of 165.45 feet; thence South 72°47'00" West a distance of 120.63 feet to the true point of beginning; thence North 56°58'33" West a distance of 37.00 feet; thence North 1°01'27" East a distance of 141.50 feet; thence South 77°28'33" East a distance of 25.50 feet; thence North 77°46'27" East a distance of 89.00 feet; thence South 72°13'33" East a distance of 90.00 feet; thence North 28°16'27" East a distance of 348.00 feet; thence North 8°34'58" West a distance of 209.74 feet; thence South 53°12'22"

Schedule A, continued

Kirkland-Redmond Road (SR 908); thence continuing Westerly along said Northerly margin South 87°15'10" West a distance of 1.82.42. feet; thence North 84°35'59" West a distance of 40.00 feet; thence North 12°28'18" West a distance of 300.00 feet to the true point of beginning; thence continuing North 12°28'18" West a distance of 339.90 feet; thence North 60°58'00" West a distance of 190.00 feet; thence North 83°35'00" West a distance of 98.00 feet; thence North 0°26'31" East a distance of 535.04 feet; thence North 87°28'33" West a distance of 146.75 feet; thence South 8°34'58" East a distance of 830.43 feet; thence South 28°16'27" West a distance of 203.00 feet; thence South 61°43'33" East a distance of 100.00 feet; thence North 70°24'55" East a distance of 130.19 feet; thence South 59°15'00" East a distance of 47.50 feet; thence South 16°45'00" East a distance of 38.50 feet; thence North 73°15'00" East a distance of 42.00 feet; thence North 16°45'00" West a distance of 42.35 feet; thence North 77° 31' 42" East a distance of 164.85 feet to the true point of beginning.

SUBJECT TO Declaration of Covenants, Conditions and Restrictions recorded contemporaneously with the Condominium Declaration of Cedar Ridge, A Condominium and Easements of Record.

LEGAL DESCRIPTION (PARCEL "D" ONLY):

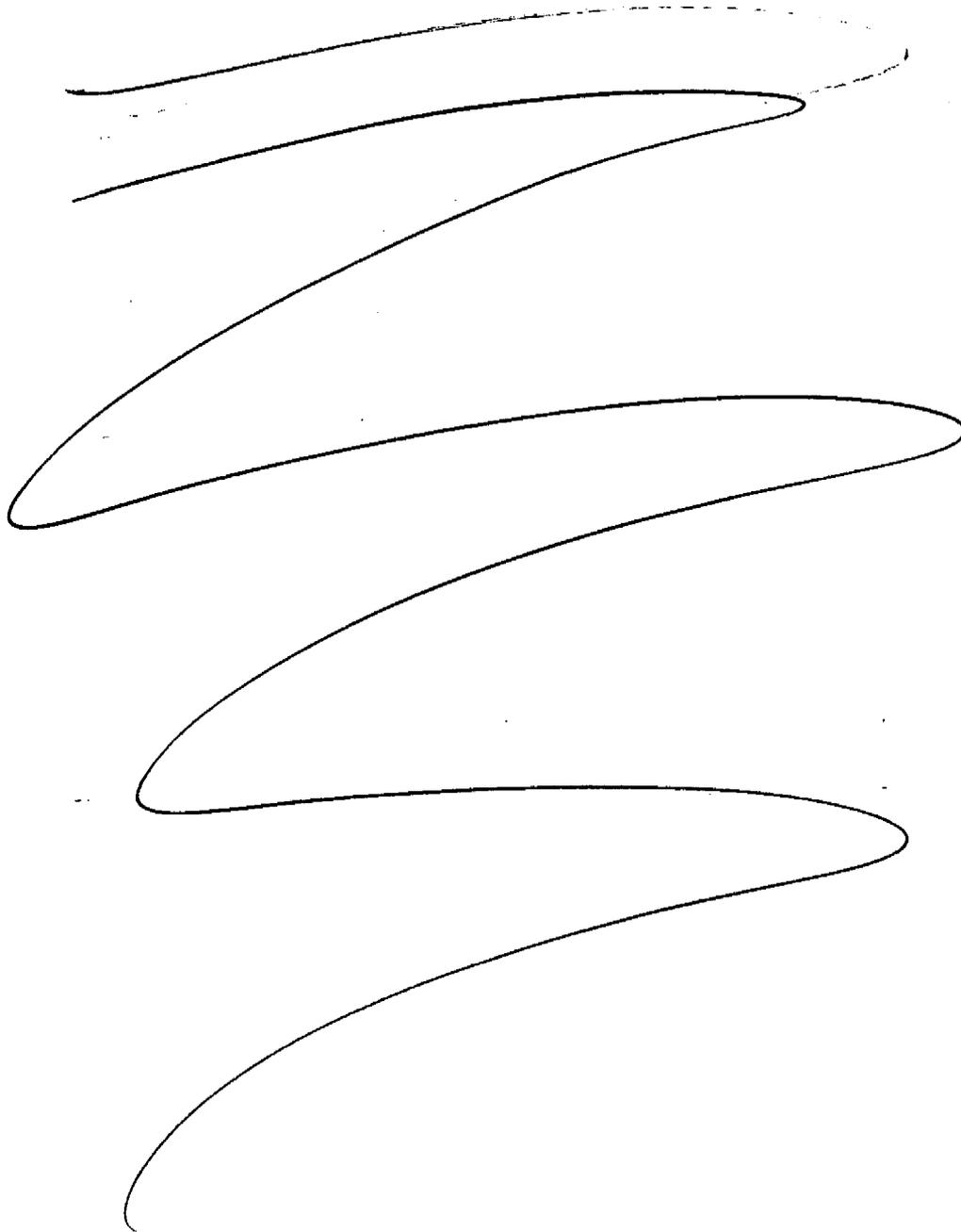
Commencing at the Southeast corner of the Southeast Quarter of Section 3, Township 25 North, Range 5 East, W.M., in King County, Washington; thence North 1°01'27" East along the East line of said section, a distance of 81.50 feet to the Northerly margin of Kirkland-Redmond Road (SR 908); thence continuing Westerly along said Northerly margin South 87°15'10" West a distance of 182.42 feet; thence North 84°35'59" West a distance of 40.00 feet to the true point of beginning; thence continuing North 84°35'59" West along said Northerly margin a distance of 210.45 feet; thence South 86°03'56" West a distance of 209.89 feet; thence South 75°33'48" West a distance of 165.45 feet; thence South 72°47'00" West a distance of 120.63 feet; thence North 56°58'33" West a distance of 37.00 feet; thence North 1°01'27" East a distance of 141.50 feet; thence South 77°28'33" East a distance of 25.50 feet; thence North 17°46'27" East a distance of 89.00 feet; thence South 72°13'33" East a distance of 90.00 feet; thence North 28°16'27" East a distance of 145.00 feet; thence South 61°43'33" East a distance of 100.00 feet; thence North 70°24'55" East a distance of 130.19 feet; thence South 59°15'00" East a distance of 47.50 feet; thence South 16°45'00" East a distance of 38.50 feet; thence North 73°15'00" East a distance of 42.00 feet; thence North 16°45'00" West a distance of 42.35 feet; thence North 77°31'42" East a distance of 164.85 feet; thence South 12°28'18" East a distance of 300.00 feet to the true point of beginning.

SUBJECT TO Declaration of Covenants, Conditions and Restrictions recorded contemporaneously with the Condominium Declaration of Cedar Ridge, A Condominium and Easements of Record.

Schedule B

CEDAR RIDGE, A CONDOMINIUM

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Schedule C

CEDAR RIDGE, A CONDOMINIUM

Legend: Unit Types and Descriptions

Type	Description of Unit
1A	Entry, kitchen, living room with dining area, 1 bedroom, 1 bath, 1 utility room, storage areas, closets, fireplace and a deck (5 rooms, 731.86 square feet)
2A	Entry, kitchen, living room with dining area, 2 bedrooms, 1 bath, 1 utility room, storage areas, closets, fireplace and a deck (6 rooms, 965.93 square feet)
2B	Entry, kitchen, living room with dining area, 2 bedrooms, 1 bath, 1 utility room, storage areas, closets, fireplace and a deck (6 rooms, 977.93 square feet)
2C	Entry, kitchen, living room with dining area, 2 bedrooms, 2 baths, 1 utility room, storage areas, closets, fireplace and a deck (7 rooms, 1080.65 square feet)
2D	This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 2 bedrooms, 2 baths, 1 utility room, 1 loft room, storage areas, closets, fireplace and a deck (8 rooms, 1,412.82 square feet).
2	This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 2 bedrooms, 1 bath, 1 utility room, 1 loft room, storage areas, closets, fireplace and a deck (7 rooms, 1,286.28 square feet).
2F	This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 2 bedrooms, 2 baths, 1 storage room, a utility area, closets, storage areas, fireplace and a deck (7 rooms, 1,143.44 square feet).
3A	This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 3 bedrooms, 2 baths, 1 utility room, storage areas, closets, fireplace and a deck (8 rooms, 1,412.82 square feet).
3B	This Unit has 2 levels and contains: Entry, kitchen with utility area, living room with dining area (with cathedral ceiling), 3 bedrooms (master bedroom has cathedral ceiling), 2 baths, closets, storage areas, fireplace and a deck (7 rooms, 1,378.42 square feet).
3C	This Unit has 2 levels and contains: Entry, kitchen, living room with dining area (with cathedral ceiling), 3 bedrooms, 2 baths, 1 utility rooms, storage areas, closets, fireplace and a deck (8 rooms, 1,286.28 square feet).

Schedule C, continued

Unit Data: Building Number & Unit Letter, Unit Type, Floor Level, Square Footage, Parking Space
Initial Declared Values, Allocated Interests

<u>Building #, Unit Letter</u>	<u>Unit Type</u>	<u>Floor Level</u>	<u>Square Footage</u>	<u>Initial Declared Value</u>	<u>Allocated Interest</u>	<u>Parking Space</u>
01A	2C	1	1080.65	\$64,200.00	0.6443	78
01B	2B	1	977.93	\$61,140.00	0.6136	77
01C	3A	2	1412.82	\$75,000.00	0.7528	79
01D	3B	2	1378.42	\$75,540.00	0.7581	76
02A	2A	1	966.00	\$62,100.00	0.6232	70
02B	1A	1	731.86	\$52,200.00	0.5239	71
02C	2E	2	1286.28	\$69,540.00	0.6980	69
02D	2F	2	1143.44	\$68,340.00	0.6859	72
03A	2B	1	977.93	\$61,140.00	0.6136	46
03B	2C	1	1080.65	\$64,200.00	0.6443	47
03C	3B	2	1378.42	\$75,540.00	0.7581	45
03D	2D	2	357.39	\$74,400.00	0.7467	48
04A	2A	1	966.00	\$62,100.00	0.6232	37
04B	1A	1	731.86	\$52,200.00	0.5239	38
04C	2E	2	1286.28	\$69,540.00	0.6980	39
04D	2F	2	1143.44	\$68,340.00	0.6859	36
05A	2A	1	966.00	\$62,100.00	0.6232	32
05B	1A	1	731.86	\$52,200.00	0.5239	33
05C	3C	2	1286.28	\$71,400.00	0.7167	31
05D	2F	2	1143.44	\$68,340.00	0.6859	34
06A	2C	1	1080.65	\$64,200.00	0.6443	156
06B	2B	1	977.93	\$61,140.00	0.6136	155
06C	2D	2	1412.82	\$74,400.00	0.7467	154
06D	3B	2	1373.42	\$75,540.00	0.7581	157
07A	2B	1	977.93	\$61,140.00	0.6136	146
07B	2C	1	1080.65	\$64,200.00	0.6443	145
07C	3B	2	1373.42	\$75,540.00	0.7581	144
07D	3A	2	1412.82	\$75,000.00	0.7528	147
08A	2A	2	965.93	\$62,100.00	0.6232	138
08B	2B	1	977.93	\$61,140.00	0.6136	139
08C	3C	2	1286.28	\$71,400.00	0.7167	140
08D	3B	2	1378.42	\$75,540.00	0.7581	141
09A	2C	1	1080.65	\$64,200.00	0.6443	137
09B	2B	1	977.93	\$61,140.00	0.6136	136
09C	3A	2	1412.82	\$75,000.00	0.7528	135
09D	3B	2	1378.42	\$75,540.00	0.7581	134
10A	2B	1	977.93	\$61,140.00	0.6136	125
10B	2C	1	1080.65	\$64,200.00	0.6443	126
10C	3B	2	1373.42	\$75,540.00	0.7581	127
10D	3A	2	1412.82	\$75,000.00	0.7528	128
11A	2C	1	1080.65	\$64,200.00	0.6443	116
11B	2B	1	977.93	\$61,140.00	0.6136	117
11C	3A	2	1412.82	\$75,000.00	0.7528	118

Schedule C, continued

Unit Data: Building Number & Unit Letter, Unit Type, Floor Level, Square Footage, Parking Space
Initial Declared Values, Allocated Interests

<u>Building #, Unit Letter</u>	<u>Unit Type</u>	<u>Floor Level</u>	<u>Square Footage</u>	<u>Initial Declared Value</u>	<u>Allocated Interest</u>	<u>Parking Space</u>
11D	3B	3	1378.42	\$75,540.00	0.7581	119
12A	2A	1	965.93	\$62,100.00	0.6232	110
12B	2B	1	977.93	\$61,140.00	0.6136	111
12C	3C	2	1286.28	\$71,400.00	0.7167	109
12D	3B	2	1373.42	\$75,540.00	0.7581	112
13A	2C	1	1080.65	\$64,200.00	0.6443	102
13B	2B	1	977.93	\$61,140.00	0.6136	103
13C	3A	2	1412.82	\$75,000.00	0.7528	101
13D	3B	2	1378.42	\$75,540.00	0.7581	104
14A	1A	1	731.86	\$52,200.00	0.5239	87
14B	2A	1	965.93	\$62,100.00	0.6232	88
14C	2F	2	1143.44	\$68,340.00	0.6859	86
14D	2E	2	1286.28	\$69,540.00	0.6980	89
15A	1A	1	731.86	\$52,200.00	0.5239	26
15B	2C	1	1080.65	\$64,200.00	0.6443	27
15C	2F	2	1143.44	\$68,340.00	0.6859	25
15D	2D	2	1412.82	\$74,400.00	0.7467	28
16A	2B	1	977.93	\$61,140.00	0.6136	18
16B	2C	1	1080.65	\$64,200.00	0.6443	19
16C	3B	2	1378.42	\$75,540.00	0.7581	17
16D	2D	2	1412.82	\$74,400.00	0.7467	20
17A	2C	1	1080.65	\$64,200.00	0.6443	13
17B	2B	1	977.93	\$61,140.00	0.6136	14
17C	2D	2	1412.82	\$74,400.00	0.7467	15
17D	3B	2	1378.42	\$75,540.00	0.7581	12
18A	2C	1	1080.65	\$64,200.00	0.6443	6
18B	2B	1	977.93	\$61,140.00	0.6136	7
18C	2D	2	1412.82	\$74,400.00	0.7467	5
18D	3B	2	1378.42	\$75,540.00	0.7581	8
19A	2C	1	1080.65	\$64,200.00	0.6443	162
19B	1A	1	731.86	\$52,200.00	0.5239	163
19C	2D	2	1412.82	\$74,400.00	0.7467	161
19D	2F	2	1143.44	\$68,340.00	0.6859	164
20A	2C	1	1080.65	\$64,200.00	0.6443	166
20B	2B	1	977.93	\$61,140.00	0.6136	167
20C	2D	2	1412.82	\$74,400.00	0.7467	168
20D	3B	2	1378.42	\$75,540.00	0.7581	165
21A	2C	1	1080.65	\$64,200.00	0.6443	184
21B	1A	1	731.86	\$52,200.00	0.5239	185
21C	2D	2	1412.81	\$74,400.00	0.7467	186
21D	2F	2	1143.44	\$68,340.00	0.6859	183
22A	2C	1	1080.65	\$64,200.00	0.6443	192
22B	2B	1	977.93	\$61,140.00	0.6136	193
22C	2D	2	1412.81	\$74,400.00	0.7467	191

Schedule C, continued

**Unit Data: Building Number & Unit Letter, Unit Type, Floor Level, Square Footage, Parking Space
Initial Declared Values, Allocated Interests**

<u>Building #, Unit Letter</u>	<u>Unit Type</u>	<u>Floor Level</u>	<u>Square Footage</u>	<u>Initial Declared Value</u>	<u>Allocated Interest</u>	<u>Parking Space</u>
22D	3B	2	1378.42	\$75,540.00	0.7581	194
23A	2C	1	1080.65	\$64,200.00	0.6444	200
23B	2B	1	977.93	\$61,140.00	0.6136	201
23C	3A	2	1412.82	\$75,000.00	0.7528	202
23D	3B	2	1378.42	\$75,540.00	0.7581	199
24A	2C	1	1080.65	\$64,200.00	0.6443	204
24B	2B	1	977.93	\$61,140.00	0.6136	205
24C	3A	2	1412.81	\$75,000.00	0.7528	206
24D	3B	2	1378.42	\$75,540.00	0.7581	203
25A	2B	1	977.93	\$61,140.00	0.6136	208
25B	2C	1	1080.65	\$64,200.00	0.6443	209
25C	3B	2	1378.42	\$75,540.00	0.7581	207
25D	3A	2	1412.81	\$75,000.00	0.7528	210
26A	2C	1	1080.65	\$64,200.00	0.6443	218
26B	2B	1	977.93	\$61,140.00	0.6136	219
26C	3A	2	1412.81	\$75,000.00	0.7528	217
26D	3B	2	1378.42	\$75,540.00	0.7581	220
27A	2C	1	1080.65	\$64,200.00	0.6443	225
27B	2B	1	977.93	\$61,140.00	0.6136	226
27C	3A	2	1412.81	\$75,000.00	0.7528	227
27D	3B	2	1378.42	\$75,540.00	0.7581	224
28A	2C	1	1080.65	\$71,175.00	0.7143	232
28B	2B	1	977.93	\$67,625.00	0.6787	233
28C	2D	2	1412.82	\$82,375.00	0.8267	231
28D	3B	2	1378.42	\$83,500.00	0.8380	234
29A	2C	1	1080.65	\$71,175.00	0.7143	237
29B	2B	1	977.93	\$67,625.00	0.6787	238
29C	3A	2	1412.82	\$82,950.00	0.8328	236
29D	3B	2	1378.42	\$83,500.00	0.8380	239
30A	2C	1	1080.65	\$71,175.00	0.7143	242
30B	2B	1	977.93	\$67,625.00	0.6787	243
30C	3A	2	1412.82	\$82,950.00	0.8328	244
30D	3B	2	1378.42	\$83,500.00	0.8380	241
31A	1A	1	731.86	\$57,825.00	0.5802	264
31B	2C	1	1080.65	\$71,175.00	0.7143	263
31C	2F	2	1143.44	\$75,825.00	0.7610	265
31D	2D	2	1412.82	\$82,375.00	0.8267	262
32A	1A	1	731.86	\$57,825.00	0.5803	252
32B	2C	1	1080.65	\$71,175.00	0.7143	253
32C	2F	2	1143.44	\$75,825.00	0.7610	254
32D	2D	2	1412.82	\$82,375.00	0.8267	251
33A	2C	1	1080.65	\$71,175.00	0.7143	277
33B	1A	1	731.86	\$57,825.00	0.5803	278
33C	2D	2	1412.82	\$82,375.00	0.8267	279

Schedule C, continued

Unit Data: Building Number & Unit Letter, Unit Type, Floor Level, Square Footage, Parking Space
Initial Declared Values, Allocated Interests

<u>Building #, Unit Letter</u>	<u>Unit Type</u>	<u>Floor Level</u>	<u>Square Footage</u>	<u>Initial Declared Value</u>	<u>Allocated Interest</u>	<u>Parking Space</u>
33D	2F	2	1143.44	\$75,825.00	0.7610	276
34A	2C	1	1080.65	\$71,175.00	0.7143	281
34B	2B	1	977.93	\$67,625.00	0.6787	282
34C	3A	2	1412.82	\$82,950.00	0.8328	280
34D	3B	2	1378.42	\$83,500.00	0.8380	283
35A	2C	1	1080.65	\$71,175.00	0.7143	289
35B	2B	1	977.93	\$67,625.00	0.6787	290
35C	2D	2	1412.82	\$82,375.00	0.8267	288
35D	3B	2	1378.42	\$83,500.00	0.8380	291
36A	2C	1	1080.65	\$71,175.00	0.7143	306
36B	1A	1	731.86	\$57,825.00	0.5803	307
36C	2D	2	1412.82	\$82,375.00	0.8267	305
36D	2F	2	1143.41	\$75,825.00	0.7610	308

Totals:

\$9,963,900.00

100.0000

R E C E I V E D

JUL - 2 2004

GODDARD & WETHERAL