

CONDOMINIUM RESALE CERTIFICATE

8916 Meridian PI NE Unit: Apt 201, Lake Stevens, WA 98258-7386

Sommerfield Townhomes & Condominiums

BUYER: _____

Instructions: This must be prepared by the Condominium Association, its Manager, or its authorized agent. It cannot be prepared by the real estate agent. The preparer must answer each question and attach every exhibit listed. The unit owner must sign this. The buyer should not accept this Certificate if any question is unanswered and/or any exhibit is not attached.

A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had actual knowledge of a greater amount or the amount was assessed after the date of this Certificate.

If there is insufficient space below to fully answer any question, or there is additional information, which would affect any answer, the preparer should include this in the Remarks Section (Item 21).

The information furnished is based on the books and records of the Condominium Association and the actual knowledge of the preparer. Neither the Association nor the preparer guarantees the accuracy of this information, and neither assumes any obligation to supplement or update it.

1. RIGHT OF FIRST REFUSAL/RESTRAINTS ON ALIENATION:

There are are not any rights of first refusal or other restraints on sale of the unit.

2. ASSESSMENT:

- a) The monthly assessment for the unit is \$ 509.65.
- b) Past due assessments against the unit as of total \$ 0.00 as of 05/31/2026.
- c) There are unpaid special assessments against the unit totaling \$ 0.00 of which \$ 0.00 is past due, and the balance is payable of \$ 0.00 due Due on the first of each month.
- d) In addition to the monthly and special assessments in 2b & c above, \$ 0.00 is past due and unpaid against the unit for 0.00.
- e) Total owing at closing:

Please obtain a Resale Demand from www.homewisedocs.com

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3. DELINQUENT ASSESSMENTS RECEIVABLE:

As of 04/30/2026 there are monthly assessments and/or special assessments against **all units** in the Condominium that are past due over 30 days, as follows:

None Totaling \$ 25,250.57

4. DELINQUENT ASSOCIATION OBLIGATIONS:

As of None there are bills or other obligations of the Condominium Association which are past due over 30 days, as follows:

None Totaling \$ None

5. FEES AND FINES:

The following fees are payable by Unit Owners:
Late Payment \$25.00 after 20th, Rule Violations - see house rules -Transfer fee- \$250.00, Resale Certificate- \$275.00, Lender Questionnaires- \$180-220.00, Escrow Demands \$200

6. ANTICIPATED REPAIRS AND/OR REPLACEMENTS:

a) There are are not anticipated repair and/or replacement cost in excess of 5% of the current annual budget of the Condominium Association that have been approved by the Board of Directors.

If yes, list costs: See Comments

b) The Condominium Association has cash reserves for repairs and /or replacements as of 04/30/2026, as follows:

None \$ 1,053,774.44

c) The amount of these Reserve that are designated for a specific project:

None Describe: See Comments

7. RESERVE STUDY

The Association has does not have a reserve study that does does not meet Washington State Law. See "Exhibit Section" of this resale for more information. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element.

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8. JUDGEMENTS AND SUITS:

There are unsatisfied judgments against the Association, as follows:

None Totaling \$ None

9. PENDING SUITS:

There are pending suits in which the Association is a defendant or plaintiff:

None As follows: N/A

10. ALTERATIONS OR IMPROVEMENTS TO THE UNIT OR COMMON AREA WHICH VIOLATE DECLARATION OR GOVERNMENT AGENCY:

a) The Board has received/given has not received/given notice in a record that any existing uses, occupancies, alterations, or improvements in or to the seller's unit or limited common area assigned to the unit that violate the Governing Documents

Describe: None

b) The Board has received has not received notice in a record from a governmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, or any other portion of the common interest community that has not been cured:

Describe: None

11. DECLARANT UNITS/OCCUPANCY:

a) There are 63 units in the Condominium of which 0 owned by the Declarant/Developer.

b) The Declarant/Developer owns units, and has transferred control of the

Association to the unit owners on has not transferred control of the Association on 6/1/2002.

c) Of the total number of units in the Condominium, 52 are principal residences of the owners; 11 are rented or are second homes.

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d) There is is not any one person or entity that owns more than 10% of the total units in the Condominium. If there are, the owners names and the number of units they own are:
N/A

12. CODE VIOLATIONS:

The units or other parts of the Condominium do do not violate health or building codes.

13. LEASES:

a) The title of the unit is held in fee simple leasehold.

b) There is is not any leasehold estate affecting the Condominium.

14. SALE/OCCUPANCY/SALE RESTRICTIONS:

a) State any restrictions in the declaration affecting the amount that may be received by a unit owner upon sale, if any:

None Describe: None

b) Describe any pending sale or encumbrance of common elements, if any:

None Describe: None

c) Disclose the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person, if any:

None Describe: None

d) If any, provide age-related occupancy restrictions affecting the common interest community:

None Describe: N/A

e) Are there restrictions in the Declaration affecting the amount that may be received by a unit owner upon sale:

None Describe: None

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f) Are there any pending sale or encumbrances of the common elements:

None Describe: None

15. **COMPLETION OF CONSTRUCTION:**

a) Construction of the Condominium is is not completed.

b) The Condominium is is not subject to construction of additional phases, or annexation to another condominium.

16. **CONVERSION:**

The Condominium was created from a building(s), which was new construction conversion of an existing building(s).

17. **INSURANCE:**

a) The insurance agent for the Association's master policy is:

Name: Partners Group

Address: 1111 Lake WA BLVD N SUITE 400 RENTON WA 98056

Phone: 425-455-5640

b) Describe any insurance coverage the Association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.):

All - in policy. Covers the structure and its betterments and improvements. It does not cover personal belongings of the

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18. WARRANTY:

The units or common elements of the condominium are not covered by a qualified warranty, and a history of claims under any such warranty.

19. ELECTRIC VEHICLE CHARGING STATIONS. For the electric charging stations located in the unit or the limited common elements assigned to the unit, please describe the following:

a) Application requirements and the status of any application:

To be Determined

b) Insurance information and requirements:

To Be Determined

c) Maintenance responsibilities:

Owner would be responsible to maintain

d) Associated costs, including any utility allocations:

A cost would be paid by the owner

e) Any other requirements:

To Be Determined

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20. **EXHIBITS:** The following exhibits must be attached:

- a) **Condominium Declaration, and any amendments thereto, showing recording numbers.**
- b) **Condominium Bylaws, and any amendments thereto.**
- c) **Condominium Rules and Regulations, and any amendments thereto.**
- d) **Current Condominium financial statement (including balance sheet, and revenue and expense statement) current to within the past 120 days.** – 02/28/2026.
- e) **Annual Audited Statement** – 2023 Completed - See attached - 2024 and 2025 Not Completed.
- f) **Condominium Operating Budget** – 2026 Fiscal Year.
- g) **Reserve Study – included in the “Financial Statement/Budget” section.** – 2026 Reserve Study.
- h) **Meeting Minutes** – 2 Years of minutes - Board does not meet monthly.
- i) **Resolutions** – N/A.
- j) **Insurance Declaration Page** – Current Policy/Certificate 12/08/25 - 12/08/26.
- k) **Misc** – None.

**A professional management company manages the Condominium:
Condominium Management
PO Box 3080
Bellevue, WA 98009**

- I. The remaining term of the management contract is more than less than one year.
- II. Termination of the contract does does not require payment of a penalty and/or more than 90 days advance notice.

21. **REMARKS:**

Owner shall review master policy certificate and forward to their agent to confirm correct coverage for their HO6 Policy.

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Somersfield Townhomes & Condominiums

Date this 06-01-2026 _____ :

I certify that I am the **agent** for Somersfield Townhomes & Condominiums.
I am authorized to make this Certificate on behalf of the Association. To the best of my knowledge and belief, the foregoing is true and correct.

Somersfield Townhomes & Condominiums

The Association

By: Julie Kipper
Preparer: Julie Kipper
Title: Manager
Company: Condominium Management

I certify that to the best of my knowledge and belief, the foregoing is true and correct.

 Ivy Taylor 06/09/26
Unit Owner

 Derek Taylor 06/09/26

Note: Buyer understands that the real estate agent(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns.

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. Date:

_____, 20____

Buyer

Date: _____, 20____

Buyer

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"THIS UNIT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND OTHER WRITTEN INSTRUMENTS GRANTING AUTHORITY TO THE ASSOCIATION AS ADOPTED (THE "GOVERNING DOCUMENTS").

THE PURCHASER OF THIS UNIT WILL BE REQUIRED TO BE A MEMBER OF THE ASSOCIATION AND WILL BE SUBJECT TO THE GOVERNING DOCUMENTS.

THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE UNIT, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS TO THE ASSOCIATION WHICH MAY INCLUDE REGULAR AND SPECIAL ASSESSMENTS, FINES, FEES, INTEREST, LATE CHARGES, AND COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.

THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL UNIT FOR ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE. FAILURE TO PAY ASSESSMENTS COULD RESULT IN THE FILING OF A LIEN ON THE UNIT AND LOSS OF THE UNIT THROUGH FORECLOSURE.

THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE USE OF [THE] UNIT, DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

PURCHASERS OF THIS UNIT SHOULD CAREFULLY REVIEW THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE CURRENT STATE OF THE ASSOCIATION'S FINANCES, THE CURRENT RESERVE STUDY, IF ANY, THE GOVERNING DOCUMENTS, AND THE OTHER INFORMATION AVAILABLE IN THE RESALE CERTIFICATE. THE GOVERNING DOCUMENTS CONTAIN IMPORTANT INFORMATION AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL."



Comments Addendum

Question 6a-6c

The board has approved 3 phases for replacing the roofs. Phase 1 and Phase 3 have been completed. Phase 2 to take place in summer of 2026 and includes buildings E, F, G, H, I, J, and K, along with the associated garage buildings.

Evolution Architecture was retained to perform a limited intrusive investigation to identify possible hidden damage caused by water intrusion. The investigation was conducted on August 23, 2022 with the assistance of Charter Construction.

Correcting the damage found will be an extensive project. At this point the exact scope and cost of the project are unknown. Please see the included Building Envelope Investigation Findings Report for more information.

On September 19th, 2024 The Board agreed to file a claim for the damages reported with the Evolution Architecture report. The Board has also engaged Daniel Stein with Stein, Sedweeks and Stein to help facilitate the insurance claim. If you have any questions please call 206-388-0660 or email DStein@condodefacts.com. The cost of the repairs under the siding still needs to be determined. The amount of money that the Association will receive from the insurance claims to do the repairs is unknown.

Be advised that units must be owner occupied for a minimum of two (2) years prior to becoming a rental.

Owners should have have an HO-6 policy that has \$50,000 of Dwelling Insurance to cover the Association's water loss deductible.

THIS INFORMATION, WHILE DEEMED TO COME FROM RELIABLE SOURCES, IS NOT GUARANTEED. PROSPECTIVE BUYERS OF REAL ESTATE SHOULD SEEK APPROPRIATE AND COMPLETE DISCLOSURES FROM THE SELLER OF THE SUBJECT PROPERTY.

THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY

Annual Audit
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian Pl NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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**Annual Homeowners Meeting Minutes
Sommerfield Townhomes & Condominiums**

Order: JCRFFKYJ8
Address: 8916 Meridian Pl NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield 2025 Annual Meeting Minutes

(prepared by Abigail Lambert)

Tuesday, January 27, 2026 6pm-8pm

Lake Stevens School District Building (in-person) + Zoom Hybrid Meeting

In Attendance:

Julie Kipper (Property Manager) in person	Andy Heinselman (D102) Zoom
Vanessa Wilyat (A101) in person	Dawna Sanchez (B101) Zoom
Jose Celada (A203) in person	Brian Maziarka (G1) Zoom
Jose Maldonado (A203) in person	Stefania Arevalo (H204) Zoom
Katie Stavros (B203) in person	Brian Gilligan (W2) Zoom
Virginia Wilson (C101) in person	Youssef Elmaraghy (X1) Zoom
Abbie Lambert (C203) in person	
Aaron Garland (K1) in person	
Deep Patel (K2)	

Jerome & Janet Rodgers (C202) by proxy

13 out of 63 units represented = 20.6% of ownership (**Quorum NOT present**)

Call to order: 6:12pm (slightly late start due to technical difficulties with the hybrid Zoom component)

Reading of the Minutes from the 2024 Annual Meeting

Only 11/63 (17%) of ownership was present at the 2024 Annual Meeting, no quorum

Topics discussed last year include:

- ◆ Results of the Wind-Driven Rain Investigation by Evolution Architecture found water damage at 22 of 40 (55%) total building openings examined across all buildings
- ◆ Elite Roofing hired to complete Phase 3 of our roof replacement project
- ◆ Insurance provider American Alternative dropped their coverage of Somerfield and Accelerant National was selected as the new provider for our Master Insurance Policy
 - \$50,000 water damage deductible required (increased from \$10,000 previously)
- ◆ The 2025 budget includes a 9.1% increase in dues and the budget was ratified
- ◆ There was no quorum so there was not a formal election, but three unit owners volunteered to fill the 3 open positions on the board (David Becroft C204, Kathrene Stavros B203, Andrew Heinselman D102)

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
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Introduction of New Owners

This section was skipped and will not be included in next year's annual meeting agenda.

President's Report 2025

- ◆ Welcome to our new property manager Julie Kipper (Condominium Management), replacing Robert Olsen
- ◆ **Projects completed in 2025** include Phase 3 Roof Replacement (Elite Roofing with True North Construction Management as a 3rd party inspector), exterior building + vinyl fences + boardwalk/pathways/sport court cleaning (The Mossbusters), complex-wide tree trimming and blackberry bush management near the retention pond (The Dryers Tree Service), and window & gutter cleaning (Westside Windows)
- ◆ Single parking spots assigned to each unit with a detached garage
- ◆ **Expected projects for 2026** include Phase 2 Roof Replacement, asphalt sealcoating & restriping (Vertex Potholes & Asphalt hired for this job), various landscaping projects, replacement of all exterior light fixtures, retention pond maintenance, dryer duct cleaning, and window & gutter cleaning

Treasurer's Report 2025

The bank accounts being used for our Reserve funds have been restructured to provide higher interest rates. Our Reserve funds are now being held at three different financial institutions:

- ◆ Northwest Plus Credit Union (NW+CU) - \$250,000 maximum stored here, to ensure coverage by the FDIC. Funds stored in the form of six total 6-month CDs started one month apart (so that once all six are going, one CD will be maturing at the beginning of each month and can be pulled out if the funds are needed). Current interest rates ranging from 3.0 – 3.75%
- ◆ Gesa Credit Union - \$250,000 maximum stored here, to ensure coverage by the FDIC. Funds stored in the form of nine total 9-month CDs started one month apart (so that once all nine are going, one CD will be maturing at the beginning of each month and can be pulled out if the funds are needed). Current interest rate is at 3.9%
- ◆ Boeing Employees Credit Union (BECU) – Any additional Reserve funds held in a single money market account (currently at an interest rate of 2.7%)

2026 Proposed Budget

The 2026 budget includes:

- ◆ a 3% increase in base dues across all unit
- ◆ an 8% increase in the garbage fee paid by all units in the H and J Buildings
- ◆ negligible change in garage maintenance fees paid by units with detached garages
- ◆ no change in the fire alarm monitoring fees paid by units in the C Building

There are NOT enough people present to reach a 51% of ownership rejection vote, so the budget is automatically ratified. The new dues retroactively take effect on January 1st, so there will be a small additional amount required to be paid by each unit to make up the difference.

Discussion Points Raised

- ◆ Suggestion for our property management company to supply relators with more details regarding all of what is included in our HOA dues to make them look more valuable. The high dues can deter a buyer from choosing Somerfield without realizing all that they include.
- ◆ One unit owner commented that the company who replaced his water heater told him that our PVC pipes are terrible and will need to be replaced. He asked if this was true, if we were aware of this. Yes, Julie confirms that the PVC pipes installed in all of our buildings have been found to grow brittle with age and are very easy to break, especially if hit. Some plumbers or appliance installation technicians will not touch these PVC pipes for fear of them breaking. We will eventually need to replace all of these pipes in all of our buildings, which will be a very expensive project.

Election of 1 New Board Member

David Becraft (C204) stepped down from the board on December 9th, 2025, citing too much going on in his life to be able to continue his volunteer position on the board. Therefore, we have 1 open position on the board.

We do not have a quorum in attendance, so we cannot hold a formal election. However, we have asked for volunteers to fill the open position on the board.

Prior to the meeting, only one unit owner had submitted his name to run for the board: Deep Patel (K2).

No other volunteers came forward, so we have added Deep Patel as our new board member.

We once again have a full board of five members:

Vanessa Wilyat (A101)
Kathrene Stavros (B203)
Abigail Lambert (C203)
Andrew Heinselman (D102)
Deep Patel (K2)

Unfinished Business

Need to Increase Usage of Somerfield's Website Portal

- ◆ Reminded everyone that Somerfield has a website which is home to many valuable resources. We would like to increase the usage of this website by our community.
- ◆ Contact Julie Kipper (property manager) for help getting your account set up
- ◆ Pointed out the various important sections on the website, including the Announcements page, Calendar, Online forms, and Resources
- ◆ Reminded people that they can find our governing documents, insurance information, board meeting minutes, Reserve studies, and financial statements in the Resources section
- ◆ Encouraged everyone who is willing/able to fill out the Electronic Consent form in order to receive communications electronically (also saves money on printing and mailing costs!)
- ◆ Unit owner asked if this is the electronic consent will also allow them to get their dues statements electronically. Julie says no, you will need to request paperless statements of dues separately from this electronic consent.

Wind-Drive Rain Damage Across All Buildings at Somerfield

- ◆ Reviewed the findings of the large investigation performed by Evolution Architecture from 2022-2024 in which a total of 40 openings were made across various faces of our buildings. Water damage was found at 22/40 openings (55%). Evolution Architecture concluded that the damage identified was caused by wind-driven rain getting into the building envelope over time (beginning back when these buildings were constructed in 2001).
- ◆ Showed example photos from the report documenting the extent of the damage
- ◆ Evolution Architecture recommended a full "Building Envelope Remediation"
- ◆ Full envelope remediation includes:
 - Stripping all buildings and balconies of siding and weather-resistant wrap
 - Removing all windows and sliding glass doors
 - Stripping the floor coverings on all balconies
 - Remove and replace any damaged wood sheathing and wood framing
 - Installation of new windows and sliding glass doors
 - Installation of new weather-resistant building wrap
 - Installation of new vinyl siding
 - Installation of new balcony floor coatings
 - New sealant/caulking and painting of any wood components
- ◆ Owners asked what led to this damage: Was it bad construction? The report by Evolution Architecture describes that the siding was installed correctly and the framing of the buildings is good/correct. They had identified places where they considered the flashing to be inadequate (flashing is the defective barriers at places where items like windows penetrate the building). But there were also plenty of places with the same/equivalent

flashing that did not produce any water damage. They therefore could not blame the damage on the flashing alone.

- ◆ Unit owners asked if there is any sort of warranty on the buildings. The warranty is long past expired. Vanessa described how we did have a company/inspectors go through and inspect all of the buildings prior to the expiration of the warranty and correct anything that was not sufficient.

Discussion of the 2026 Reserve Study

- ◆ Discussed the state of the Reserve fund as assessed in the 2026 Reserve Study
- ◆ Somerfield has “weak” reserve strength with only 25% funding
- ◆ The 2026 Reserve Study includes the building envelope remediation project as a recommended Special Assessment with a value of at least \$3,300,000
- ◆ Charter Construction gave us this number for estimated cost of the project back in 2024
- ◆ Encouraged people not to panic, but this Special Assessment is the only way we can repair the extensive wind-driven rain damage that has been identified
- ◆ The building envelope remediation project would reset several large items on our list of Reserve projects back to full life expectancy remaining (siding, balconies, sealing/painting)
- ◆ Our HOA has hired lawyers from Stein, Sudweeks & Stein to attempt to obtain funds from past insurance companies to help cover the costs of this repair project. We thus far have secured a \$700,000 settlement from Country Mutual (\$444,468 to us after fees) and are expecting to hear back from QBE by mid-March 2026.
- ◆ The board will move forward on figuring out how a Special Assessment for this project would work and will start doing research on costs/vendors/timeline, etc.

New Business

New Washington Law: Washington Uniform Common Interest Ownership Act (WUCIOA)

- ◆ New requirements for condo HOAs include open board meetings, board decisions all need to be made at meetings, meetings require at least 14-day advanced notification, etc.
- ◆ Private or sensitive material can be discussed by the board in a private “executive session,” but any decisions made there will still be stated in the official meeting and for the minutes
- ◆ Monthly meetings will be added to the calendar for the entire year (to be cancelled if they are not needed.) Julie has a total of 5 meetings plus the annual meeting for which she is paid to be present. Any other meetings will be only the board.
- ◆ Goal is “Radical Transparency”: all members of this HOA have the right to know exactly how your dues are being spend, all decisions the board is making on your behalf, the problems going on in our community and how they are being dealt with, and also make sure everyone is given the opportunity to voice their opinions and offer input

Upcoming 5th Amendment to the Somerfield Declaration

- ◆ There are loopholes in our current Declaration (our legal governing document) that have allowed individual homeowners to refuse to open claims with their own insurance companies when damage occurs in their unit and have also allowed insurance companies to deny claims which have been opened by unit owners
- ◆ The HOA has been forced to pay for these repairs out of our operating budget or the Reserve fund (i.e. YOUR DUES have been paying for repairs in OTHER PEOPLE'S UNITS)
- ◆ Total costs for this type of expense in 2025 was \$22,888.04
- ◆ The 5th Amendment to the Declaration will modify/improve the wording in Section 18.4.4 and add two NEW sections (18.5 and 18.7). These changes will require unit owners to use their own insurance policies to cover damages in their own unit (regardless of the source of the damage) up to the amount of the Master Policy deductible (currently \$50,000 for water damage and \$25,000 for all other types of damage).
- ◆ More detailed information will be sent out to all homeowners in the near future, and we will need all unit owners to vote to approve this amendment.

Board Signatures on Revised Permission Letter for Banks

- ◆ Abbie needs a revised letter of permission for opening CDs at NW+CU and Gesa Credit Union. The previous letters of permission were too detailed, stating an exact number value and length of time for each of the CDs to be opened. Gesa CU recently removed their 9-month CD option and added an even higher interest rate 5-month CD, which Abbie would like to utilize. The current letter will only allow her to open a 9-month CD at Gesa.
- ◆ The revised letter designates Abbie as the sole signer required to open CDs for Somerfield HOA (with no specific numerical value or length of time for each CD stated)
- ◆ The board agrees to sign the revised letter allowing Abbie to open the CDs without the second signer (Vanessa) present

Last Questions/Discussion

- ◆ Homeowner notes that several units are leaving garbage and recycling bins outside of their garages after garbage pickup day. Julie requests pictures of the units doing this so that warning letters can be sent to these owners. Garbage cans need to be moved out of sight (inside your garage) by the end of the day on garbage pickup days.

Hopefully the **2027 Annual Meeting** can be held at the new Lake Stevens Library being built by Target!

Approved Resolutions
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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HomeWiseDocs

RESOLUTION OF THE BOARD OF DIRECTORS OF
Somerfield ASSOCIATION REGARDING A
COLLECTION POLICY FOR DELINQUENT ASSESSMENTS

WHEREAS, the Association's Board of Directors is charged with the responsibility of collecting assessments for common expenses from unit owners pursuant to the Association Declaration and/or Bylaws; and

WHEREAS, from time to time unit owners become delinquent in payment of those assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS, the Board has retained the Association's attorney for the attorney's experience in representing condominium and homeowner associations in collections and in other matters; and

WHEREAS, the Board has directed the Association's attorney to represent the Association on the terms outlined in this resolution; NOW, THEREFORE,

BE IT RESOLVED that the Association's attorney shall pursue all collection and other matters which the Board, acting through the Treasurer or manager, may from time to time refer to the attorney and shall provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that the Treasurer or manager, acting on behalf of the Association, shall pay the Association's attorney the attorney's usual and customary charges for time incurred in connection with the attorney's representation of the Association, together with all costs incurred by the attorney, including but not limited to fees and charges for filing, service of process, messenger service, court reporters, electronic or computer assisted legal research, photocopies, postage, long distance calls, investigator's services, credit reports and title reports, promptly upon receipt of the attorney's monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to the Declaration and/or Bylaws and RCW 64.34.364(13) there is hereby levied against any assessment account which is not paid in full as of

the 20th day of the month a late fee in the amount of \$ 20.00 which the Treasurer or manager is authorized and directed to charge to and collect from any delinquent unit owner; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to send to any unit owner who is more than thirty (30) days delinquent in the payment of regular or special assessments or other charges authorized by the Association's governing documents (hereinafter referred to as "Assessments"), a written notice that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorney for collection, including filing a lien against the delinquent unit, and that the unit owner will be liable for payment of the minimum charge imposed by the Association's attorney to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to refer any account which remains delinquent for ten (10) days or more after the written notice to the Association's attorney for collection; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to consult with the Association's attorney and turn over for collection immediately any account where the unit owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorney for collection:

1. All contacts with a delinquent unit owner shall be handled through the Association's attorney. Neither the Treasurer or manager nor any Association officer or director shall have authority to settle the collection of the account directly with a unit owner after it has been turned over to the Association's attorney unless the Association's attorney is present or has consented to the contact.

2. Unless otherwise specified, all sums collected on a delinquent account should be remitted to the Association in care of the Association's attorney until the account has been brought current. All sums collected shall be applied in the following order: interest, late charges, legal charges and then to regular or special assessments (in order of the date of the regular or special assessment).

3. To the extent provided by the Declaration and/or Bylaws, all of the estimated Assessments due for up to the next succeeding twelve (12) months shall be accelerated and become immediately due and owing upon any required notice to the unit owner. However, the Association's Treasurer, manager and attorney are granted the discretion to waive this acceleration in whole or in part under circumstances which they deem to be appropriate.

4. To the extent provided by the Declaration and/or Bylaws, a delinquent Assessment deposit of up to three (3) months estimated Assessments shall be assessed on the unit owner's assessment account. However, the Association's Treasurer, manager and attorney are granted the discretion to waive this Assessment deposit in whole or in part under circumstances which they deem to be appropriate.

5. To the extent provided by the Declaration and/or Bylaws and to the extent that a delinquent unit is rented by its owner, the Association's attorney is authorized to demand and collect the rent from the tenant in the unit, and in the event that the tenant agrees to make, and does make, the required payments, no utility service to the unit shall be disconnected.

6. Interest at the rate provided by the Declaration and/or Bylaws or otherwise at the legal rate shall be collected on all delinquent Assessment amounts, including but not limited to late charges and legal charges. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this requirement in whole or in part under circumstances which they deem to be appropriate.

7. The Association's attorney's minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat collections) when the account is turned over to the Association's attorney for collection. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectible as an Assessment as provided in Declaration and/or Bylaws and RCW 64.34.364(14).

Adopted on the 21 day of November, 2008.

Somefield ASSOCIATION

By: Ami Christensen Its President By: Virginia A. Wilson Its Secretary

Articles of Incorporation
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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2 091 351

ARTICLES OF INCORPORATION
OF
SOMERFIELD CONDOMINIUM ASSOCIATION
A Washington Nonprofit Corporation

FILED
STATE OF WASHINGTON
JAN 16 2001
SECRETARY OF STATE

The undersigned, acting as incorporator of a corporation under the Washington Nonprofit Corporation Act, adopts the following Articles of Incorporation:

ARTICLE 1
Name

The name of this corporation shall be Somerfield Condominium Association.

ARTICLE 2
Duration

The duration of this corporation shall be perpetual.

ARTICLE 3
Purposes

The purposes for which the corporation is organized are to provide an entity pursuant to the Washington Condominium Act (Ch. 64.34 RCW), hereinafter called the "Condominium Act," for the operation of Somerfield Condominium, located in Snohomish County, Washington, and to engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation. The powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration for Somerfield Condominium, filed with the

Recorder of Snohomish County, Washington, under File No.

as it may from time to time be amended, hereinafter referred to as the "Declaration."

ARTICLE 4
Dissolution

On dissolution or final liquidation of the corporation, the assets of the corporation shall be distributed among the members of the corporation in accordance with the Declaration and the Condominium Act.

ARTICLE 5
Members

The corporation shall have one class of members, which shall consist of the owners of the units of Somerfield Condominium.

ARTICLE 6
Registered Office and Agent

The address of the initial registered office of the corporation is 1910 - 120th Place SE, Everett, Washington 98208, and the name of the initial registered agent at such address is Jeff Mietzner.

ARTICLE 7
Directors

The number of directors of this corporation shall be fixed by the bylaws and may be increased or decreased from time to time in the manner specified therein. The initial board of directors shall consist of three (3) directors. The names and addresses of the persons who shall serve as directors until the first meeting of the members and until their successors are elected and qualify, unless they resign or are removed, are:

Name	Address
Jeff Mietzner	1910 - 120 th Place SE Everett, Washington 98208
Michael Mietzner	1910 - 120 th Place SE Everett, Washington 98208
Richard M. Mietzner	1910 - 120 th Place SE Everett, Washington 98208

ARTICLE 8
Indemnification

To the full extent permitted by the Washington Nonprofit Corporation Act, each member of the board of directors, each member of a corporation committee, each officer of the corporation, the Declarant who filed the Declaration, and the managing agent of Somerfield Condominium, shall be indemnified by the corporation against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses or liabilities are covered by insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the corporation.

ARTICLE 9
Incorporator

The name and address of the incorporator are:

Village at Lake Stevens, L.L.C.,
a Washington limited liability company
1910 - 120th Place SE
Everett, Washington 98208

EXECUTED in duplicate on *January 10th*, 2001.

Village at Lake Stevens, L.L.C., a Washington
limited liability company

By 
Jeff Mietzner, Member

CONSENT TO SERVE AS REGISTERED AGENT

I, Jeff Mietzner, hereby consent to serve as Registered Agent, in the State of Washington, for the following corporation:

Somerfield Condominium Association

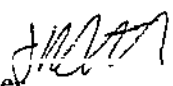
I understand that as agent for the corporation, it will be my responsibility:

1. To receive service of process in the name of the corporation;
2. To forward all mail to the corporation; and
3. To immediately notify the office of the Secretary of State in the event of my

resignation, or of any changes in the registered office address of the corporation for which I am agent.

DATED this 10th day of January, 2001.

Jeff Mietzner



Board Meeting Minutes
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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Somerfield Condominiums

Board of Directors

Meeting Minutes

February 24, 2026

Minutes of the Board of Directors meeting of Somerfield Condominiums, Lake Stevens, Washington, held remotely on Microsoft Teams on 2/24/2026 at 6pm PST.

I. CALL TO ORDER

Board member Abbie Lambert (President) called the meeting to order at 6:05pm.

II. ROLL CALL OF OFFICERS & ATTENDANCE

Officer roll call took place at 6:06pm.

Board members present are as follows:

Name: Abbie Lambert (C-203), Position: President/Treasurer, Time Arrived: 5:52pm

Name: Deep Patel (K-2), Position: Secretary, Time Arrived: 5:52pm

Name: Vanessa Wilyat (A-101) , Position: Vice President, Time Arrived: 6:02pm

Name: Kathrene Stravros (B-203), Position: Board Member At Large, Time Arrived: 6:02pm

Others present are as follows:

Name: Aaron Garland, Unit: K-1, Time Arrived: 6:04pm

Name: Dave Becraft, Unit: C-204 , Time Arrived: 6:00pm

Board members absent are as follows:

Name: Andy Heinselman, Position: Board Member At Large

III. OPEN FORUM

- Discussion on parking spots information
 - Parking spots are being received well, only one instance of someone parking in the incorrect spot and it was resolved immediately without any issue
- Question about wind-driven rain damage and potential special assessments in the future
 - Information in reserve study (Reserve study can be found posted on Enumerate)
 - No final decisions have been made, considering other repairs to the condominiums to be completed at the same time as this project (i.e. loose pillars, balconies, etc.)
- Questions about delinquency
 - 3 units delinquent, board is taking legal action to receive late dues and any incurred lawyer fees after multiple failed attempts to contact/work with unit owners towards a solution
- Unit questions that are to be addressed on the agenda were inquired about
- Questions about if we had a snow plow company contracted
 - We do not currently, but we will add this to items to address for the future
 -

IV. PROPERTY MANGER'S REPORT

Julie Kipper sent a report that was discussed at 6:30pm, available in the posted meeting packet on Enumerate

Review of the following items:

- Work order report - attached to meeting packet
- Service request report - attached to meeting packet
- Violation report - attached to meeting packet
- Architectural Requests - none

V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

Will be reviewed and approved at the next meeting.

VI. FINANCIAL REPORT

- No updates at this time; see 2025 annual meeting minutes for information regarding the recent restructuring of Somerfield bank accounts to accounts with higher interest rates. Restructuring created more accounts that are FDIC insured to ensure financial stability (FDIC insurance has limits, so by having the money spread into various accounts, more of our money is safe in the case of a banking collapse)

VII. COMMITTEE REPORTS

- No committee reports at this time

VIII. OLD BUSINESS

- Unit K-1 crawlspace: reimbursement for work done before reaching out to HOA. Owner asking for reimbursement. HOA vote to reimburse in full. Future situations such as this will not always be full reimbursement as a new responsibility table (found on Enumerate) has been posted as a resource for homeowners to review, as well as a notice sent out to homeowners to review the table before making any repairs that may fall under HOA responsibility.
- Unit K-2 crawl space: issues may require a third quote and more information to make a vote on what to do with the crawl space, it is unclear on where the water is coming from or if pest activity is present.
- W2 sliding glass door discussion: background information available in meeting packet/slides posted on Enumerate. Sliding door damage is unit owner responsibility per responsibility table posted on Enumerate. Decision: Contractor determined there was no damage to the sliding door due to condo structure; board voted to charge the full remaining invoice amount of \$3,833.34 to the property owners, which falls between two quotes for the door repairs provided to the owners and HOA.

IX. NEW BUSINESS

- Phase 2 roof project discussion: Board votes to approve True North Construction for Phase 2 roof project. True North Construction did quality work during Phase 3 and the quote for phase 2 remains very reasonable. The board will ask True North to work with Riley Kennedy as the project manager for phase 2 to ensure quality work in the future. Waiting on bid from Elite roofing for phase 2, received a quote from Axis Roof and Gutter.
- Wallace construction fixed fence at J building trash and recycling area. Approved repair of \$109.30
- Discussion on small project approval WITHOUT a board decision AT A MEETING. The board decision is that the property manager should not have work done without discussion with and approval of board members; however, quotes of LESS THAN \$500 can be done with communication via email NOT requiring a formal board meeting.
- The board approves quote for gutter fix near J building trash and recycling area totaling \$169.42.
- Proposed Fifth Amendment of the Declaration of Somerfield Condominiums discussion: Board open to ideas on how to get the required 67 percent vote to approve or reject the amendment as we have had poor voter turnout in the past. Considering door to door notices and google form voting for owners not able to attend meeting.

X. NEXT MEETING DATE

The next monthly Board of Directors meeting will be held on March 24th, 2026

The Board adjourned to executive session at 8:08pm.

EXECUTIVE SESSION SUMMARY

The Board held an executive session on 2/24/2026 at 8:09pm. During the meeting, the following actions and discussions took place:

1. Contracts.

- All contracts were discussed in the general meeting; no further decisions were discussed during the executive session during this meeting.

2. Delinquencies.

- Board has decided to pursue legal action for delinquent accounts due to refusal to communicate and cooperate towards establishing a payment plan for delinquent dues and fees

3. Disciplinary Hearings.

- No discussion at this time

The executive session adjourned at 9:04pm 2/24/2026.

DHP

Deep Patel, Secretary

February 24, 2026

Present:

Abbie Lambert

David Becraft

Katie Stavros

Vanessa Wilyat

Call to order: 5:40pm

Two orders of business:

- 1.) Voting on opening two new bank accounts
- 2.) Discuss availability for rescheduling our Budget meeting with Julie and our Annual meeting

Vanessa points out that an email from Julie indicated to us that she will not have the completed Reserve Study until November 24th (so we will need to have our Budget meeting sometime after that date.)

Vanessa says that Somerfield has always ratified/approved the budget at the Annual Meeting, and requests that we keep it that way (rather than splitting it up into two separate meetings.)

Julie had liked the idea of ratifying/approving the budget PRIOR to the new year so that the new HOA dues would take effect immediately in 2026 (avoids having the catch-up adjustments).

Can potentially cancel the currently scheduled December 8th meeting that we were holding on to for our Budget Ratification meeting (via Zoom) for the entire HOA. We will tell Julie that we would like to remove the December meeting and have the budget ratification at the same time as the Annual Meeting.

We will aim to have a hybrid Zoom plus in-person meeting for the 2026 Annual Meeting.

Tuesdays are the best days for all of us present. Vanessa verifies that all Tuesdays in January will work for her for scheduling our Annual Meeting.

Aiming for Tuesday, January 13th 2026 for our annual meeting. Will cross-check with Julie, Andy, and the school district meeting room calendar to make sure that day will work.

Other order of business: Opening two new bank accounts (boxed images are slideshow slides)

Accounts Somerfield Currently Has

First Citizens Bank

Checking Account “**Operating Account**” 0.05% APY

Money Market Account #1 (**\$480,411.04**) 0.27% APY

Money Market Account #2 (**\$445,106.91**) 0.27% APY

NW+ Credit Union

Business Special Savings (**\$200.68**) 0.25% APY

Premium Money Market Account (**\$104,447.54**) 1.51% APY

Proposal for Voting

Open 2 New Bank Accounts

BECU - Business Money Market Account

Gesa Credit Union

9-month CDs 3.80% APY

Money Market Rates
APY Effective 9/2/2025*

2.43 %
APY
Business Money Market
\$10,000 - \$99,999.99

2.53 %
APY
Business Money Market
\$100,000.00 - \$249,999.99

2.63 %
APY
Business Money Market
\$250,000.00 - \$499,999.99

2.73 %
APY
Business Money Market
\$500,000+

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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Accounts Somerfield Would Have After Opening the New Accounts

First Citizens Bank (Can be accessed/controlled by Condominium Management)

Checking Account “Operating Account” 0.05% APY

NW+ Credit Union (\$250,000 of Reserves, so it is covered by FDIC)

Business Special Savings (\$200.68) 0.25% APY

Six total 6-month CDs 3.8% APY each

Gesa Credit Union (\$250,000 of Reserves, so it is covered by FDIC)

Business Savings Account

Nine total 9-month CDs 3.8% APY each

BECU - Business Money Market Account 2.73% APY Remainder of Reserves

	Gesa Credit Union			NW+CU	
	9 month CDs (3.8%)	\$ Waiting in Account		6 month CDs (3.8%)	\$ Waiting in Account
		243,000			240,000
Dec 1 2025	27K #1	216,000	Dec 1 2025	40K #1	200,000
Jan 1 2026	27K #2	189,000	Jan 1 2026	40K #2	160,000
Feb 1 2026	27K #3	162,000	Feb 1 2026	40K #3	120,000
March 1 2026	27K #4	135,000	March 1 2026	40K #4	80,000
April 1 2026	27K #5	108,000	April 1 2026	40K #5	40,000
May 1 2026	27K #6	81,000	May 1 2026	40K #6	0
June 1 2026	27K #7	54,000	June 1 2026	40K #1 1st Renew	
July 1 2026	27K #8	27,000	July 1 2026	40K #2 1st Renew	
August 1 2026	27K #9	0	August 1 2026	40K #3 1st Renew	
Sept 1 2026	27K #1 1st Renew		Sept 1 2026	40K #4 1st Renew	
Oct 1 2026	27K #2 1st Renew		Oct 1 2026	40K #5 1st Renew	
Nov 1 2026	27K #3 1st Renew		Nov 1 2026	40K #6 1st Renew	
Dec 1 2026	27K #4 1st Renew		Dec 1 2026	40K #1 2nd Renew	
Jan 1 2027	27K #5 1st Renew		Jan 1 2027	40K #2 2nd Renew	
Feb 1 2027	27K #6 1st Renew		Feb 1 2027	40K #3 2nd Renew	
March 1 2027	27K #7 1st Renew		March 1 2027	40K #4 2nd Renew	
April 1 2027	27K #8 1st Renew		April 1 2027	40K #5 2nd Renew	
May 1 2027	27K #9 1st Renew		May 1 2027	40K #6 2nd Renew	
June 1 2027	27K #1 2nd Renew		June 1 2027	40K #1 3rd Renew	
July 2027	27K #2 2nd Renew		July 2027	40K #2 3rd Renew	
Aug 1 2027	27K #3 2nd Renew		Aug 1 2027	40K #3 3rd Renew	
Sept 1 2027	27K #4 2nd Renew		Sept 1 2027	40K #4 3rd Renew	
Oct 1 2027	27K #5 2nd Renew		Oct 1 2027	40K #5 3rd Renew	
Nov 1 2027	27K #6 2nd Renew		Nov 1 2027	40K #6 3rd Renew	
Dec 1 2027	27K #7 2nd Renew		Dec 1 2027		
Jan 1 2028	27K #8 2nd Renew		Jan 1 2028		
Feb 1 2028	27K #9 2nd Renew		Feb 1 2028		

Order: JCRFFK136
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026

Board Center of Somerfield

Bank Balances

MOO - CIT Bank - Somerfield Cash Checking FCB	\$18,136.42
MOO - CIT Bank - Somerfield Reserve Account	\$497,853.53
MOO - CIT Bank - Somerfield Wind/Rain Settlement Funds	\$445,201.42
NWPLUSCRED - NW Plus Credit Union - Somerfield NWPCU Reserve	\$104,447.54
NWPLUSCRED - NW Plus Credit Union - Somerfield NWPCU Reserve savings	\$200.68

497,853.53

445,201.42

104,447.54

+ 200.68

1,047,703.17

- 240,000 Gesa

- 240,000 NW+

\$567,703.17

This slide shows how much total money we currently have (based off of the Sept 2025 financials).

Putting aside \$240,000 to Gesa and \$240,000 to NW+ for CDs leaves a chunk of \$567K for the BECU money market account, which remains readily available for upcoming large projects that we know are coming up soon (like the last phase of roof replacement, etc).

Abbie notes that Condominium Management will no longer be able to help us with any of the transactions involving any of these accounts at banks other than First Citizens bank.

Abbie confirms that she has discussed this with Julie, and Julie will send us a Reserve Authorization request any time she needs a larger chunk of money from our Reserve account to cover any larger bills or any bills that are marked as "Reserve expenses." We will then need to log on to the online account web portal associated with the BECU account and perform an electronic transfer.

Vanessa requests that we make sure this is set up correctly and run some small test transfers once we get the bank accounts opened to make sure that this process will work correctly and efficiently when it is needed. We will add First Citizens bank to our list of banks authorized for electronic transfers.

We also discussed that the monthly Reserve Contribution that comes out of collected dues will need to be transferred over once a month from the Operating Account at First Citizens over to the BECU money market account. We will need to make sure everything is in place for this monthly transfer to occur.

(Will Julie do this manually, or will we be able to set up a recurring electronic transfer?)

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Needed for opening CDs with NW+CU:

Official Letter (on letterhead) detailing the plan for opening 6 different CDs and giving the okay for only one of the signers to be present to start each of the CDs



NW+CU informed Abbie that the signers on the account would both need to be present in person to open new CD accounts. An alternative arrangement would be for the board and/or at least both signers to sign a letter (on letterhead) to authorize a single signer to come in person to open the accounts each month. Abbie will prepare a letter of this nature, detailing the proposed plan of opening several equal-amount CDs on the first of the month for 6 consecutive months. The other signer and the rest of the board will be able to sign this letter and thereby authorize Abbie to open the CDs on behalf of the board.

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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Annual Report

Got updated Registration of Somerfield
as a Non-profit Business with
the Washington Secretary of State

BUSINESS INFORMATION

Business Name:

SOMERFIELD CONDOMINIUM ASSOCIATION

UBI Number:

602 091 351

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

12729 NORTHUP WAY STE 20, BELLEVUE, WA, 98005-1935, UNITED STATES

Principal Office Mailing Address:

12729 NORTHUP WAY STE 20, BELLEVUE, WA, 98005-1935, UNITED STATES

Expiration Date:

01/31/2027

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

01/16/2001

Period of Duration:

PERPETUAL

PRINCIPAL OFFICE

Phone:

4255621200

Email:

TANDERSON@UMINC.NET

Street Address:

12729 NORTHUP WAY STE 20, BELLEVUE, WA, 98005-1935, USA

Mailing Address:

12729 NORTHUP WAY STE 20, BELLEVUE, WA, 98005-1935, USA

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		VANESSA M.	WILYAT
GOVERNOR	INDIVIDUAL		ABIGAIL	LAMBERT
GOVERNOR	INDIVIDUAL		KATHRENE	STAVROS
GOVERNOR	INDIVIDUAL		DAVID	BECRAFT
GOVERNOR	INDIVIDUAL		ANDREW	HEINSELMAN

NATURE OF BUSINESS

- CONDOMINIUM ASSOCIATION

CHARITABLE NONPROFIT CORPORATION

Is the Nonprofit Corporation a Charitable Nonprofit as defined by [RCW 24.03A.010\(6\)](#)? - **No**

Updated registration with the Secretary of State for Somerfield as a Non-profit business with the
CORRECT BOARD MEMBERS listed will make this process a lot easier!

Order Date: 05-25-2026
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Items for Voting:

Does the Somerfield board approve opening two new bank accounts (at Boeing Employees Credit Union and Gesa Credit Union)??

Who do we choose as the two signers on each account?

Does the Somerfield board approve the proposed strategy of opening multiple CDs at each institution (one month apart) to maximize the availability of our Reserve funds while maintaining the highest possible interest rate?

Vote #1:

Does the Somerfield board approve opening two new bank accounts (at Boeing Employees Credit Union and Gesa Credit Union)?

All voted in favor (Yes vote: Abbie, Vanessa, Katie, David)

Vote #2: Who do we choose as the two signers on the account?

All voted in favor of having Abbie and Vanessa as the two signers on each of our two new bank accounts (they are already the two signers on the NW+CU account, so this keeps things consistent).

(Yes vote: Abbie, Vanessa, Katie, David)

Vote #3: Does the Somerfield board approve the proposed strategy of opening multiple CDs at each institution (one month apart) to maximize the availability of our Reserve funds while maintaining the highest possible interest rate?

All voted in favor (Yes vote: Abbie, Vanessa, Katie, David)

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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Other business discussed:

Update on the status of what is going on with the W Building Foundation issue. Vanessa had expressed concern over making sure we have enough money left available to deal with large expenses.

Patrick Stickler from Cascade View Residential Structural Engineering (out of Everett) visited the site on Friday November 7, 2025. He brought with him a contractor/construction guy he works with named Frank. Abbie was present at this inspection.

Brian Gilligan (owner of unit W2) and Abbie told Patrick and Frank about the inspection performed by R&R Foundation Specialists, and how they reported that they did NOT see anything structurally wrong with the foundation itself. They took a bunch of measurements, and everything was within acceptable error.

Patrick and Frank did some inspections of their own, took measurements, and looked for evidence of structural issues INSIDE the unit, such as cracks in the drywall. They did NOT find any evidence of structural issues from their inspection of the situation INSIDE the unit.

Depending on the findings in the official report, we will proceed with replacing the warped sliding glass door which now has shattered glass as well. (We have a quote for replacement of the sliding glass door from PQT construction and Wallace Construction. We will likely also get one from Frank.)

We will discuss as a board how much of the cost will be passed on to the unit owners, since windows and doors are the responsibility of the Unit owners while the structure of the building is the responsibility of the HOA.

We await the results of the official report by Patrick.

Meeting adjourned: 6:40pm

These meeting minutes are approved by the following board members:

_____ Abbie Lambert (prepared the minutes)

_____ David Becraft

_____ Katie Stavros

_____ Vanessa Wilyat
Order: JCRFFKYJ8
Address: 8916 Meridian Pl NE Apt 201
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Our fifth board member, Andy Heinselman, was not able to attend the board-only meeting via Zoom on November 11, 2025.

The board wishes to have proof that all five of our board members are in agreement about opening the new bank accounts and are all unanimously in favor of designating Vanessa Wilyat and Abbie Lambert as the two signers on the new bank accounts. This makes Vanessa and Abbie the two signers on the Somerfield accounts at all three of our board-managed banks (NW+CU, Gesa CU, and BECU).

We have discussed with Andy the proposed plan with opening the new bank accounts, designation of signers, and the strategy for starting six separate 6-month CDs at NW+CU (\$40,000 each) and nine separate 9-month CDs at Gesa CU (\$27,000 each). The remainder of our Reserve funds will be put into the higher-interest rate money market account at BECU.

Andy has been given a copy of these meeting minutes in order to see the numbers and details laid out and voted on in our November 11, 2025 meeting.


Andy has read these minutes and also gives his approval of the opening of the two new bank accounts, the two designated signers on these accounts, and the strategy for opening multiple CDs with some of our Reserve funds.



12/02/2025

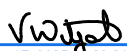
Signature: Andrew Heinselman

Date

Signature: 
Abbie Lambert (Nov 12, 2025 11:44:19 PST)
Email: lambertsomerfield@gmail.com

Signature: 
David Becraft (Nov 12, 2025 11:32:46 PST)
Email: davebecraft@icloud.com

Signature: 
Kathrene Stavros (Nov 12, 2025 13:01:12 PST)
Email: jmnlallas@msn.com

Signature: 
V W (Nov 17, 2025 09:39:21 PST)
Email: vwilyat@outlook.com

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs












11-11-25 Board-only Meeting Minutes

Final Audit Report

2025-11-18

Created:	2025-11-12
By:	Chelsea Moniz (admin1@condohoa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGgR1KXU9spNxQxgFaeySDoZA5gnEYMV0


"11-11-25 Board-only Meeting Minutes" History

-  Document created by Chelsea Moniz (admin1@condohoa.net)
2025-11-12 - 7:25:06 PM GMT
-  Document emailed to lambertsomerfield@gmail.com for signature
2025-11-12 - 7:30:00 PM GMT
-  Document emailed to davebecraft@icloud.com for signature
2025-11-12 - 7:30:01 PM GMT
-  Document emailed to jmnlallas@msn.com for signature
2025-11-12 - 7:30:01 PM GMT
-  Document emailed to V W (vwilyat@outlook.com) for signature
2025-11-12 - 7:30:01 PM GMT
-  Email viewed by davebecraft@icloud.com
2025-11-12 - 7:31:42 PM GMT
-  Signer davebecraft@icloud.com entered name at signing as David Becraft
2025-11-12 - 7:32:44 PM GMT
-  Document e-signed by David Becraft (davebecraft@icloud.com)
Signature Date: 2025-11-12 - 7:32:46 PM GMT - Time Source: server
-  Email viewed by lambertsomerfield@gmail.com
2025-11-12 - 7:43:13 PM GMT
-  Signer lambertsomerfield@gmail.com entered name at signing as Abbie Lambert
2025-11-12 - 7:44:17 PM GMT
-  Document e-signed by Abbie Lambert (lambertsomerfield@gmail.com)
Signature Date: 2025-11-12 - 7:44:19 PM GMT - Time Source: server


Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

 Email viewed by V W (vwilyat@outlook.com)


2025-11-12 - 8:18:31 PM GMT

 Email viewed by jmlallas@msn.com

2025-11-12 - 8:40:02 PM GMT

 Signer jmlallas@msn.com entered name at signing as Kathrene Stavros

2025-11-12 - 9:01:10 PM GMT

 Document e-signed by Kathrene Stavros (jmlallas@msn.com)

Signature Date: 2025-11-12 - 9:01:12 PM GMT - Time Source: server

 Document e-signed by V W (vwilyat@outlook.com)

Signature Date: 2025-11-18 - 4:39:21 AM GMT - Time Source: server

 Agreement completed.

2025-11-18 - 4:39:21 AM GMT






11-11-25 Board-only Meeting Minutes - signed

Final Audit Report

2025-12-02

Created:	2025-12-02
By:	Julie Kipper (jkipper@condohoa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOxx-_ZIZwvtmz11Nf8xhUekJQcpB8Reb

"11-11-25 Board-only Meeting Minutes - signed" History

-  Document created by Julie Kipper (jkipper@condohoa.net)
2025-12-02 - 9:05:14 PM GMT
-  Document emailed to Andy Heinselman (andrew.heinselman@gmail.com) for signature
2025-12-02 - 9:05:55 PM GMT
-  Email viewed by Andy Heinselman (andrew.heinselman@gmail.com)
2025-12-02 - 9:58:50 PM GMT
-  Document e-signed by Andy Heinselman (andrew.heinselman@gmail.com)
Signature Date: 2025-12-02 - 10:04:05 PM GMT - Time Source: server
-  Agreement completed.
2025-12-02 - 10:04:05 PM GMT

August 12, 2025 Somerfield HOA Board Meeting Minutes

Meeting venue: Zoom

In Attendance:

Abbie Lambert, C203 (Board Member)
Vanessa Wilyat, A101 (Board Member)
Katie Stavros, B203 (Board Member)
David Becraft, C204 (Board Member)
Andy Heinselman, D102 (Board Member)

Call to order: 5:30pm

Abbie Presents Summary of the Situation with NW+ Credit Union Bank Accounts:

Abbie visited NW+ Credit Union Marysville branch on Friday, August 8th to find out the current signers on the Somerfield accounts and learn how to switch them over to current board members.

Spoke with Tiffany Barbieri. The correct manager(s) Tiffany needed to contact for guidance on this situation were not in the office on that day. Technically not allowed to give any information to someone who is not one of the two signers.

Abbie was able to list off names of past board members and past property managers and successfully identified the two people who are the current signers for the Somerfield account:

Tyler Jacobsen
Courtney Griffith

Learned the account is marked as abandoned/dormant and will be sent to the state in October 2025.

Learned that making a deposit or withdrawal will pull the account out of inactive status.

Further information from Tiffany on Monday, August 11th after speaking with her Operations Manager instructed us to do the following to change the signers on the account:

1. Give NW+CU official meeting minutes from a meeting where the board votes to remove the two current signers from the account and then votes to replace them with one or more NEW signers from the current Somerfield board
2. Have each board member sign the minutes (electronic signatures are okay)
3. Have new signers come in person (with IDs) to a NW+CU branch

--- End of Summary ---

Vanessa indicates that she has emails from when Tyler Jacobsen left the board (July 2023) and when Courtney Griffith left Condominium Management (June 2022).

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Abbie proposes a vote to remove the two current signers from the Somerfield HOA NW+CU bank accounts:

- Tyler Jacobsen (no longer on the board, no longer owns property at Somerfield)
- Courtney Griffith (no longer our property manager, no longer works for Condominium Management)

Motion seconded by Vanessa.

All board members vote unanimously in favor of removing both Tyler and Courtney as signers on the NW+CU account.

Abbie asks for volunteers to act as new signers on the Somerfield NW+CU bank accounts.

Abbie Lambert will act as a new signer.

Vanessa Wilyat will act as the second new signer.

Abbie motions for a vote to approve both herself and Vanessa as the new signers on the account.

Motion seconded by Katie.

All board members vote unanimously in favor of assigning Abbie Lambert and Vanessa Wilyat as the two new signers on the Somerfield NW+CU bank accounts.

Discussed next required steps:


- Have each board member sign and approve the minutes from this meeting
- Deliver signed meeting minutes to Tiffany at the Marysville NW+CU branch

Abbie will send the meeting minutes to Julie Kipper at Condominium Management and request help sending the meeting minutes to each board member for approval via electronic signature (Adobe Acrobat Sign).


Additional Action item: Need to find out the signers on our other bank account.

Additional Action item: Need to find out if two signers equals \$500,000 coverage by FDIC. Would three signers be \$750,000 coverage, etc?

Meeting adjourned 5:42 pm

Signature: 
Abbie Lambert (Aug 13, 2025 08:14:35 PDT)
 Email: lambertsomerfield@gmail.com

Signature: 
V W (Aug 13, 2025 08:59:07 PDT)
 Email: vwilyat@outlook.com

Signature: 
David Becraft (Aug 13, 2025 08:13:07 PDT)
 Email: davebecraft@icloud.com

Signature: 
 Email: andrew.heinselman@gmail.com

Signature: Kathrene Stavros
Kathrene Stavros (Aug 13, 2025 09:33:51 PDT)
 Email: jmnlallas@msn.com

Order: JCRFFKYJ8
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026
 Document not for resale
 HomeWiseDocs

Somerfield HOA Board Meeting Minutes











08-12-25

Final Audit Report


2025-08-18

Created:	2025-08-13
By:	Julie Kipper (jkipper@condohoa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAADHGWjj-aYzJjhIZHt-wkuKckwruxfqJk


"Somerfield HOA Board Meeting Minutes 08-12-25" History

-  Document created by Julie Kipper (jkipper@condohoa.net)
2025-08-13 - 3:11:47 PM GMT
-  Document emailed to lambertsomerfield@gmail.com for signature
2025-08-13 - 3:11:52 PM GMT
-  Document emailed to V W (vwilyat@outlook.com) for signature
2025-08-13 - 3:11:52 PM GMT
-  Document emailed to davebecraft@icloud.com for signature
2025-08-13 - 3:11:52 PM GMT
-  Document emailed to Andy Heinselman (andrew.heinselman@gmail.com) for signature
2025-08-13 - 3:11:52 PM GMT
-  Document emailed to jmnlallas@msn.com for signature
2025-08-13 - 3:11:53 PM GMT
-  Email viewed by davebecraft@icloud.com
2025-08-13 - 3:12:21 PM GMT
-  Email viewed by lambertsomerfield@gmail.com
2025-08-13 - 3:12:42 PM GMT
-  Signer davebecraft@icloud.com entered name at signing as David Becraft
2025-08-13 - 3:13:05 PM GMT
-  Document e-signed by David Becraft (davebecraft@icloud.com)
Signature Date: 2025-08-13 - 3:13:07 PM GMT - Time Source: server

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
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Document not for resale
HomeWiseDocs

 Signer lambertsomerfield@gmail.com entered name at signing as Abbie Lambert

2025-08-13 - 3:14:33 PM GMT

 Document e-signed by Abbie Lambert (lambertsomerfield@gmail.com)

Signature Date: 2025-08-13 - 3:14:35 PM GMT - Time Source: server

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2025-08-13 - 3:49:52 PM GMT

 Email viewed by Andy Heinselman (andrew.heinselman@gmail.com)

2025-08-13 - 4:23:43 PM GMT

 Email viewed by jmnllallas@msn.com

2025-08-13 - 4:32:56 PM GMT

 Signer jmnllallas@msn.com entered name at signing as kathrene Stavros

2025-08-13 - 4:33:49 PM GMT

 Document e-signed by kathrene Stavros (jmnllallas@msn.com)

Signature Date: 2025-08-13 - 4:33:51 PM GMT - Time Source: server

 Document e-signed by V W (vwilyat@outlook.com)

Signature Date: 2025-08-14 - 4:59:07 AM GMT - Time Source: server

 Email viewed by Andy Heinselman (andrew.heinselman@gmail.com)

2025-08-18 - 3:53:25 AM GMT

 Document e-signed by Andy Heinselman (andrew.heinselman@gmail.com)

Signature Date: 2025-08-18 - 4:22:02 PM GMT - Time Source: server

 Agreement completed.

2025-08-18 - 4:22:02 PM GMT

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield Homeowner's Association (HOA) Annual Meeting

December 30, 2024 @ 6:30pm (via Zoom)

Meeting Agenda

- 1) Sign In
- 2) Call to Order
- 3) Approval of 2024 Annual Meeting Minutes
- 4) Report of Officers/Board
 President's Report – Summary of 2024
- 5) 2025 Proposed Budget
 - a) Review of the proposed budget
 - b) Vote
- 6) Election of Board Members
 - a) Nominations
 - b) Vote
- 7) New Business
- 8) Adjournment

Somerfield Association Manager:

Robert Olsen
Condominium Management
425-562-1200 ext. 134
(8am-4pm)
rolsen@condohoa.net

Board Members:

Vanessa Wilyat
Abbie Lambert

After Hours **Emergency Number:**

(4pm-8am M-F, All day Saturday-Sunday)

206-236-4663

Condominium Management

President's Report: Summary of 2024

Wind-Drive Rain Damage

Evolution Architecture completed their investigation of all buildings in the Somerfield complex to look for evidence of hidden wind-driven rain damage.

Summary of Findings

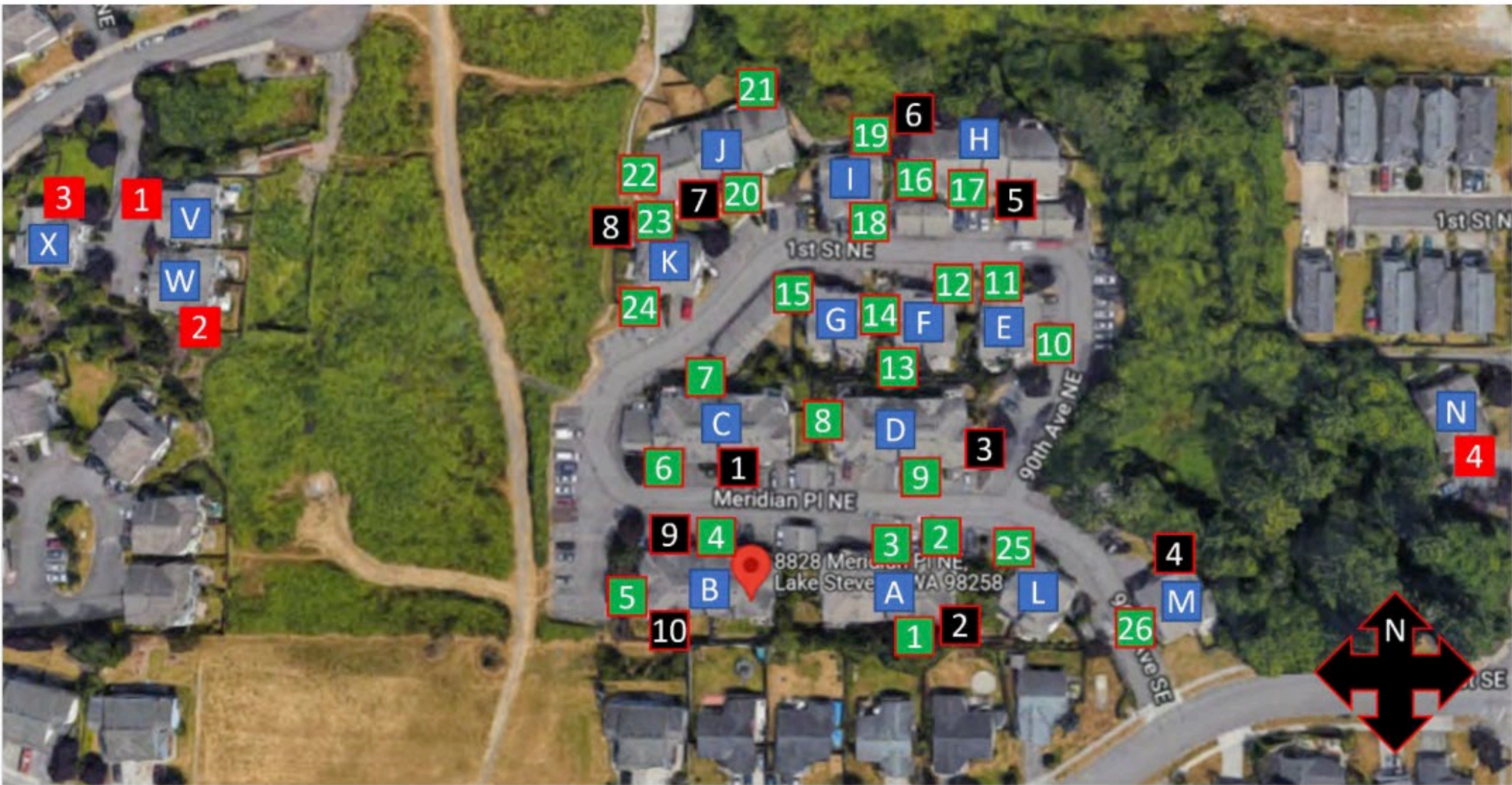
10 openings made in 2022: Water damage observed in 5 of 10 openings (50%)

26 openings made in 2023: Water damage observed in 17 of 26 openings (65%)

4 openings made in 2024: Water damage observed in 0 of 4 openings (0%)

Photo 7.1: Opening Location





BUILDING

MAY 2024 OPENING

2023 INVESTIGATION OPENING

2022 INVESTIGATION OPENING

President's Report: Summary of 2024

Wind-Drive Rain Damage

Evolution Architecture completed their investigation of all buildings in the Somerfield complex to look for evidence of hidden wind-driven rain damage.

Summary of Findings

10 openings made in 2022: Water damage observed in 5 of 10 openings (50%)

26 openings made in 2023: Water damage observed in 17 of 26 openings (65%)

4 openings made in 2024: Water damage observed in 0 of 4 openings (0%)

Attorneys from **Stein, Sudweeks & Stein** are currently working with Somerfield's past insurance providers to secure money to repair the wind-driven damage that was discovered.

State Farm: insurance coverage from 2000-2003

Not seeking money from this company, as their fine print excludes coverage for this type of damage

QBE: insurance coverage from 2003-2015

Our lawyers are on QBE's schedule for talks to secure additional funds (Pending)

Country Mutual: insurance coverage from 2015-2022

Mediation with **Country Mutual** ended with a \$700,000 settlement.

After lawyers' fees (36%) are removed, this results in **\$448,000** for Somerfield.

President's Report: Summary of 2024

Roof Replacement

Elite Roofing has been hired to complete Phase 3 of our roofing project in January/February 2025. We obtained bids for Phase 2 and Phase 3 of the roofing project from three different roofing companies (Axis Roof and Gutter, Elite Roofing, and Cornerstone Roofing).

Phase 1: Buildings L, M, N, V, W, X and adjacent garages/carports (Completed Summer 2022)

Phase 2: Buildings E, F, G, H, I, J, K and adjacent garages/carports

Phase 3: Buildings A, B, C, D and adjacent garages/carports (to be completed January/Feb 2025)

**All roofing companies identified Phase 3 buildings to be in the most dire need of repairs.



Last update from Elite Dec 26th:

Somerfield work is *tentatively* scheduled to begin sometime between the week of 2/3/25 – 3/07/25

Phase 1 L N M V W X

Phase 2 E F G H I J K

Phase 3 A B C D



Future Development

-86th-Dr. SE

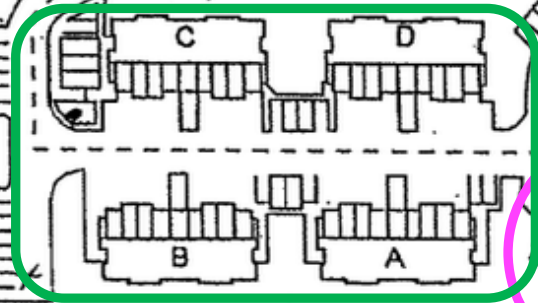
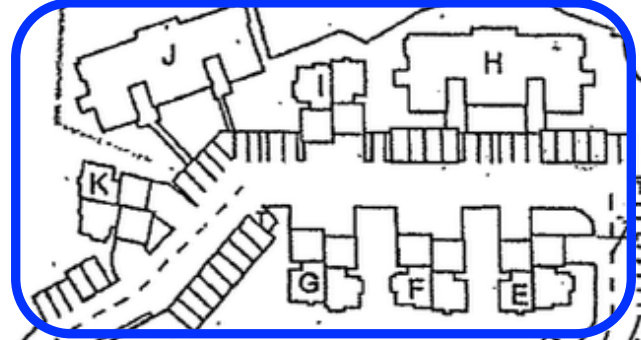
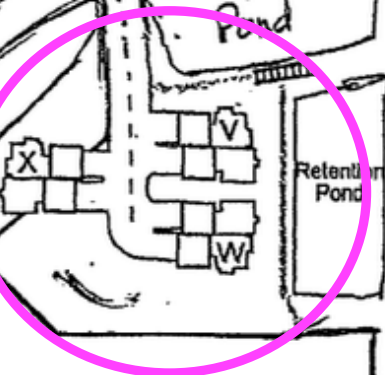
Tot Lot

Pond

Trails



Green Belt



Bridge

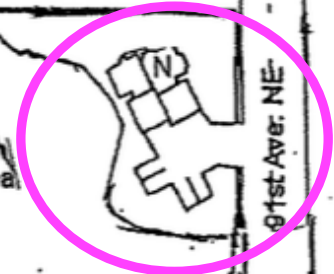
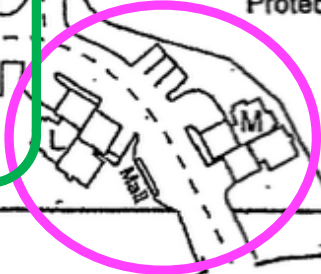
Native Growth Protection Area

Future Development

-1st St. SE

91st Ave. NE

Plenic



President's Report: Summary of 2024

New Insurance Policy

American Alternative Insurance did NOT renew their coverage for Somerfield due to a high number of claims (water damage claims).

Somerfield enlisted the help of **The Partners Group** to shop for a new insurance policy.

The most competitive bid came in from **Accelerant National**, and new coverage from this insurance provider started on December 8, 2024.

The standard deductible on this new policy has been increased to **\$25,000** for non-water claims and was required to be set at **\$50,000** for water damage claims (due to high numbers of water damage claims in Somerfield's recent history.)

Deductibles were previously at \$10,000 for both water and non-water claims.

IMPORTANT: All owners need to adjust their personal condo insurance policies to match these new deductibles!!!

New Master Insurance Policy Deductibles

Standard Policy Deductible: \$25,000

Water Damage Deductible: \$50,000

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

Certificate Holder is named as Mortgagee/Loss Payee. Coverage is "All In" including Tenant Improvement and Betterments (TIB), walls-in and interior build-out. Wind/Hail coverage is included and is subject to the Property Deductible. \$50,000 Water Damage deductible applies.
(63 Residential Units, 17 Buildings)



THE
PARTNERS
GROUP

Somerfield Condominium
(Master HOA Insurance)

Info about Somerfield's Master Policy

What does the Master Association Policy Cover?

Building coverage includes Common and Limited Common elements, Units, and all fixtures and equipment belonging to the association. The Master policy provides coverage for the full replacement value of each Unit including all interior finishes and improvements.

Liability coverage is designed to protect the Homeowners Association for claims arising from the common or limited common areas. It does not provide liability coverage for a unit owner's personal liability. Personal Liability coverage should be purchased separately and individually for the unit owner's personal protection.

Covered Causes of Loss include: fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden and immediate water escape or overflow from plumbing or appliances, and frozen pipes.

No coverage is provided for wear and tear, deterioration, damage by insects or animals, settling or cracking of foundation, walls, basements or roofs. There is no coverage for damage caused by continuous or repeated leakage or seepage from appliances or plumbing. This includes, but is not limited to, leaking from around the shower, bathtub, toilet or sink. These events are classified as maintenance items.

What do I need to carry for insurance as the homeowner?

Your Own Personal Condo Insurance Policy

As the homeowner, you need to buy a Condominium Owners policy, also known as an “HO-6” or “Condominium Homeowners” policy. If you own the Unit, but lease it out, then you need a “Condominium Landlord” policy. **If you are interested in obtaining a competitive Condominium Homeowners or Condominium Landlord quote, please reach out to our Personal Lines Insurance Team (contact email listed below).**

This policy will provide coverage to you personally for:

- Personal Liability
- Personal Property (furniture, clothing, electronics, etc.)
- Additional living expenses (in case you need temporary living accommodations after a covered loss)
- Building or Dwelling coverage of **\$50,000** (This number covers both the \$25K standard deductible and the higher \$50K water-damage deductible)
- Water / Sewer Backup of **\$50,000**
- Optional - Earthquake Loss Assessment (covers your portion of the HOA EQ assessed deductible)
- Optional - Earthquake coverage for all other items mentioned above

Your association’s master policy carries a deductible of **\$50,000**. When a claim occurs in your unit, the association may seek to recover the deductible from you as the unit owner or owners involved in the claim. Your obligation to pay the deductible may be offset by your HO-6 or Condo Landlord policy. This coverage comes from “Coverage A – Building or Dwelling” or “Betterments & Improvements”, or possibly the “Loss Assessment” portion of your personal policy. It could be subject to your own deductible, which is typically \$500 or \$1,000 depending on what you choose personally.

Insurance Broker: Ryan Stewart, **The Partners Group** | rstewart@tpgrp.com | 425-467-3173

Account Manager: Amanda Chelemedos, **The Partners Group** | achelemedos@tpgrp.com | 425-467-3155

Personal Lines Insurance Team: PLhoawa@tpgrp.com

Summary

Coverage

Discounts & Savings

Update Coverages

Example: My own USAA Condo Insurance Policy

This number needs to match the Master Policy Deductible (\$50,000)

Adjust the other numbers to match your needs and budget

Also make sure your policy has Special Assessment (or "Loss Assessment") coverage!!!

Standard Coverage

Coverage Type	Coverage Limit
Dwelling - Building Items	\$ 50,000
Personal Belongings (Includes Replacement Cost)	\$ xxxx
Loss of Use	\$ xxxx
Personal Liability - Each Occurrence	\$ xxxx
Medical Payments to Others	\$ xxxx
Flood	Get a Quote

Deductibles

Type	Amount
Covered Perils	1% or 2% of Personal Property number

Additional Coverage

Endorsements in this section provide coverage up to the limit shown.

Coverage Type	Coverage Limit	Annual Premium
Technology Coverage	Not Included	
Water Backup or Sump Pump Overflow	\$50,000	\$ xxxx

Treasurer's Report (as of 10/31/24)

Operating Account: \$24,586.65

Reserve Account: \$669,595.80

The previous year's expenses were reviewed in order to make recommendations for budget line item numbers for the 2025 budget.

The association contributed \$148,200.00 to the Reserve Account.

Expenses Paid from Reserve Account:

Building envelope investigative service
Roof repairs/replacements

Somerfield Homeowner's Association (HOA) Annual Meeting

December 30, 2024 @ 6:30pm (via Zoom)

Meeting Agenda

- 1) Sign In
- 2) Call to Order
- 3) Approval of 2024 Annual Meeting Minutes
- 4) Report of Officers/Board
President's Report - Summary of 2024
- 5) 2025 Proposed Budget
 - a) Review of the proposed budget
 - b) Vote
- 6) Election of Board Members
 - a) Nominations
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- 8) Adjournment

Somerfield Association Manager:

Robert Olsen
Condominium Management
425-562-1200 ext. 134
(8am-4pm)
rolsen@condohoa.net

Board Members:

Vanessa Wilyat
Abbie Lambert

After Hours Emergency Number:
(4pm-8am M-F, All day Saturday-Sunday)

206-236-4663
Condominium Management

**Somerfield HOA
2024 Budget**

		2024 Ratified Budget	2024 Projected Year End	2025 draft Budget	Comments
Income:					
	Maintenance Assessments	342,356	342,356	373,436	9.7% increase
	Garbage Reimbursement	10,500	10,500	11,208	\$874.88/mo - 2024 - \$919/mo - 2025
	Alarm Line Reimbursement	4,345	4,345	4,345	\$362.11/mo for 2025
	Garage Maint Income	1,150	1,152	1,320	\$110/mo for 2025
	Late Charges	0	800	0	
	Interest Income-Checking	0	15	0	
	Legal Reimbursement	1,000	0	0	Offset by expense
	Income and Other	0	10	0	Violations
	Total Income	359,351	359,178	390,309	
Reserve Contribution					
	Reserve Contribution	(177,840)	(177,840)	(177,840)	2025 Reserve Study recommends \$190,800. Alternate Funding plan \$175,200 Currently 37.2% funded.
	Operating Income	181,511	181,338	212,469	

		2024 Ratified Budget	2024 Projected Year End	2025 draft Budget	Comments
Expenses:					
Administrative					
	Office Expenses	1,500	1,500	2,000	Copies, postage, monthly emergency fee
	Management Fee	26,400	26,400	28,200	\$2350/month - 6.8% increase
	Legal Expense	1,000	1,420	1,500	Non reimbursable legal costs
	Legal Reimbursable	0	0	0	Reimbursable collection costs/offset by income
	Bad Debt Expense	0	0	0	Uncollected Assessments/bad debt
	Insurance	28,000	24,302	50,000	Based on CAU cancellation and claims - estimated by broker
	Earthquake Insurance	24,820	21,580	24,817	15% increase for EQ for new policy
	Audit/Accounting	2,400	0	2,800	Required yearly
	Reserve Study	1,190	990	990	2025 final year of 3 year loyalty plan
	FHA Renewal	0	0	0	Expires on September 2026
	Total Administrative	85,310	76,192	110,307	
Utilities					
	Electric	2,310	2,782	2,950	5% increase anticipated
	Garbage	10,500	10,500	11,208	Billed to owners - \$919/ Monthly charges
	Water	22,260	20,000	21,200	6% increase estimated
	Total Utilities	35,070	33,282	35,358	

		2024 Ratified Budget	2024 Projected Year End	2025 draft Budget	Comments
Building Maintenance					
	Landscaping - contract	21,977	21,903	23,655	8% increase for 2025
	Landscaping - other	2,000	975	2,000	Additional Services
	Backflow Testing & Repairs	0	1,699	1,699	Done yearly
	Building Maintenance	18,000	15,000	15,000	General maintenance/dryer vent cleaning/storm drain cleaning
	Window Cleaning	0	0	10,000	Scheduled for 2025
	Roof & Gutter Maintenance	8,900	14,885	4,500	Done late fall and as needed basis
	Trail/Pond Maintenance	2,000	0	2,000	Pond cleaning/clearing
	Pest Control	3,800	2,316	3,500	\$192.97/mo for 2025
	Fire Alarm Monitoring	950	950	950	Monitoring \$931/mo
	Fire Extinguisher/Inspection	3,500	3,500	3,500	Annual testing \$1820. Repairs \$800 unplanned expenses \$800
	Total Maintenance	61,127	61,227	66,804	
	Total Operating Expenses:	181,507	170,702	212,469	
	Net Profit/(Loss)	4	10,636	(0)	
	Reserve Summary				
	Reserve Contribution	177,840	177,840	177,840	Annual Contribution per Reserve Study
	Interest Income	0	3,000	0	
	Total Contribution	177,840	180,840	177,840	

Reserve expenses	2024	2024	2025	Comments
Columns/Post- Repairs	0	0	10,300	2025 Reserve Study recommendation
concrete -repair replace	4,430	0	4,550	2025 Reserve Study recommendation
Concrete Curb- Partial Replacement	5,150	0	5,300	2025 Reserve Study recommendation
Asphalt -Repairs/Sealcoat/stripe	28,000	0	28,850	2025 Reserve Study recommendation
Bridges Refurbish	0	0	9,450	2025 Reserve Study recommendation
Bark/Mulch Replenish	6,600	0	6,800	2025 Reserve Study recommendation
Trees Trim/Replace	8,250	0	8,500	2025 Reserve Study recommendation
Step slope roofs 2023	209,500	0	215,500	<u>Pending Phase 3 completion - Reserve Study recommends</u>
Traffic Coated Decks recoat	28,600	0	35,200	2025 Reserve Study recommendation
Plumbing System Evaluation	17,400	0	16,800	2025 Reserve Study recommendation
Fire Alarm Panel replace	5,100	0	5,250	2025 Reserve Study recommendation
HVAC investigation	0	7,954	0	J2 was assigned to review personal HVAC -AC installs for Association
J2/Geotech retaining wall repair	0	0	0	<u>Board needs to decide on what kind of retaining wall to install so you can get a price to budget for.</u>
Total	313,030	7,954	346,500	

The Association has a Reserve Study that meets requirements of RCW 64.90.550

Yes X No

Does the Budget meet the Reserve Study's Recommendation

Yes No x

Recommended Reserve Contribution 190,800

Budgeted Reserve Contribution 177,840

Somerfield Homeowner's Association (HOA) Annual Meeting

December 30, 2024 @ 6:30pm (via Zoom)

Meeting Agenda

- 1) Sign In
- 2) Call to Order
- 3) Approval of 2024 Annual Meeting Minutes
- 4) Report of Officers/Board
President's Report - Summary of 2024
- 5) 2025 Proposed Budget
 - a) Review of the proposed budget
 - b) Vote
- 6) Election of Board Members
 - a) Nominations
 - b) Vote
- 7) New Business
- 8) Adjournment

Somerfield Association Manager:

Robert Olsen
Condominium Management
425-562-1200 ext. 134
(8am-4pm)
rolsen@condohoa.net

Board Members:

Vanessa Wilyat
Abbie Lambert

After Hours Emergency Number:
(4pm-8am M-F, All day Saturday-Sunday)

206-236-4663
Condominium Management



Somerfield
Lake Stevens, WA
Level of Service: **Update "No-Site-Visit"**

Report #: **18635-12**
of Units: 63

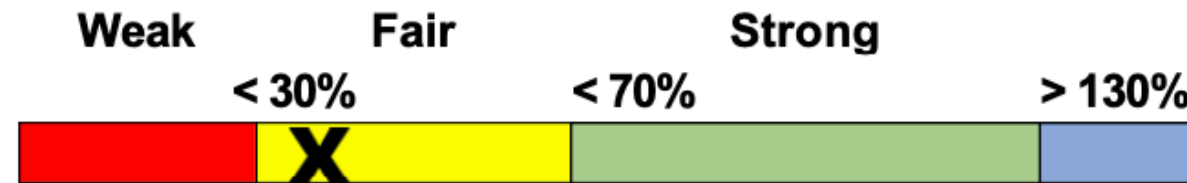
January 1, 2025 through December 31, 2025

Findings & Recommendations

as of January 1, 2025

Starting Reserve Balance	.....	\$675,998
Current Fully Funded Reserve Balance	.....	\$1,819,516
Percent Funded	.....	37.2 %
Average Reserve (Deficit) or Surplus Per Unit	.....	(\$18,151)
Recommended 2025 100% Monthly "Full Funding" Contributions	.....	\$15,900
2025 "Baseline Funding" minimum to keep Reserves above \$0	.....	\$14,600
Most Recent Budgeted Contribution Rate	.....	\$14,820

Reserve Fund Strength: 37.2%



Risk of Special Assessment:

High **Medium** **Low**

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	.....	1.00 %
Annual Inflation Rate	.....	3.00 %

Reserve Study for 2025

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Special Projects				
90	Entry Columns/Post - Repairs	10	1	\$10,300
Site & Grounds				
100	Concrete - Repair/Replace	5	0	\$4,550
102	Concrete Curb - Partial Replace	10	0	\$5,300
120	Asphalt - Resurface	30	8	\$262,500
121	Asphalt - Repair/Sealcoat/Stripe	5	0	\$28,850
130	Bridges - Refurbish	5	1	\$9,450
140	Wood Fences - Replace 2028	15	3	\$21,650
141	Wood Fences - Replace 2029	15	4	\$25,500
142	Wood Fences - Replace 2031	15	6	\$21,250
143	Wood Fences - Replace 2033	15	8	\$21,650
144	Wood Fences - Replace 2034	15	9	\$25,950
145	Wood Fences - Replace (2026)	15	1	\$21,500
147	Trash Enclosures - Replace	15	6	\$9,300
148	Vinyl Fences - Replace	30	6	\$55,000
160	Pole Lights - Replace	25	2	\$21,800
172	Bark/Mulch - Replenish	2	0	\$6,800
185	Stormwater Ponds - Refurbish	15	3	\$5,600
186	Pond Fences - Replace	30	6	\$19,650

Reserve Study for 2025

	# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
190	Trees - Trim/Replace	1	0	\$8,500
195	Mailboxes - Replace	20	3	\$15,000
200	Entry Signs - Replace	20	1	\$3,100
330	Basketball Court - Recoat/Stripe	10	4	\$9,700
331	Basketball Equipment - Replace	30	24	\$3,350
Building Exterior				
500	Steep Slope Roofs (2021) - Replace	20	16	\$149,000
501	Steep Slope Roofs (2022) - Replace	20	17	\$191,000
502	Steep Slope Roofs (2023) - Replace	20	0	\$215,500
510	Gutters/Downspouts - Replace	40	16	\$106,000
520	Vinyl Siding - Exterior Renovation	40	16	\$1,335,000
521	Siding - Clean/Inspect	5	2	\$11,300
533	Exterior Surfaces - Caulk & Paint	10	1	\$105,250
542	Traffic Coated Decks - Resurface	40	16	\$64,600
543	Traffic Coated Decks - Recoat	5	0	\$35,200
570	Exterior Lights - Replace	40	16	\$31,300
Systems and Evaluations				
900	Plumbing - Systems Evaluation	1	0	\$16,800

Reserve Study for 2025

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
965	Fire Alarm Panel - Replace	20	0	\$5,250

35 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year, light blue highlighted items are expected to occur within the first-five years.

Budget
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

**Somerfield HOA
2026 Budget**

	2025 Ratified Budget	2025 Projected Year End	2026 draft Budget	Comments
Income:				
Maintenance Assessments	373,436	373,436	384,639	3% increase
Special Assessment	0	0	0	See comment below
Garbage Reimbursement	11,208	11,209	12,155	8.45% increase - offset by expense
Alarm Line Reimbursement	4,345	4,345	4,345	0% increase - offset by expense
Garage Maint Income	1,320	1,327	1,327	0% increase
Late Charges	0	500	0	
Interest Income-Checking	0	23	0	
Legal Reimbursement	0	695	0	Offset by expense
Income and Other	0	0	0	Violations
Total Income	390,309	391,536	402,466	
Reserve Contribution				
Reserve Contribution	(177,840)	(177,840)	(194,386)	2026 Reserve Study recommends \$177,840. Currently 26.9% funded.
Operating Income	212,469	213,696	208,080	
Expenses:				
Administrative				
Office Expenses	2,000	1,525	2,500	Copies, postage, monthly emergency fee - new WUCIOA rules
Management Fee	28,200	28,200	30,174	\$2,514.50/month - 7% increase
Legal Expense	1,500	7,250	6,000	Non reimbursable legal costs
Legal Reimbursable	0	695	0	Reimbursable collection costs/offset by income
Bad Debt Expense	0	0	0	Uncollected Assessments/bad debt
Insurance	50,000	20,300	27,985	Pkg: \$22258, D&O: \$1613, Umb: \$1812, Crime: \$1050. Est. 5% in
Earthquake Insurance	24,817	30,239	28,028	EQ: \$25,773. Est. 5% increase in 12/26
Income Tax	0	400	1,000	Taxes on reserve interest
Audit/Accounting	2,800	2,800	2,800	Required yearly
Reserve Study	990	1,190	1,190	2027 final year of 3 year loyalty plan
FHA Renewal	0	0	500	Expires in September 2026
Total Administrative	110,307	92,599	100,177	
Utilities				
Electric	2,950	3,900	4,020	3% increase anticipated
Garbage	11,208	11,800	12,155	Billed to owners - estimate 3% increase
Water	21,200	21,100	21,700	3% increase anticipated
Total Utilities	35,358	36,800	37,875	
Building Maintenance				
Landscaping - contract	23,655	22,717	23,398	3% increase per Osborne Landscaping
Landscaping - other	2,000	1,000	2,000	Additional Services
Backflow Testing & Repairs	1,699	730	1,500	Yearly requirement
Building Maintenance	15,000	31,000	20,000	General maintenance/dryer vent cleaning/storm drain cleaning
Window Cleaning	10,000	2,760	3,000	Yearly cleaning
Roof & Gutter Maintenance	4,500	0	4,500	Done in late fall and as needed basis
Trail/Pond Maintenance	2,000	0	3,000	Yearly trimming and maintenance
Pest Control	3,500	2,950	3,180	\$192.97/mo for 2025 - Est. a 5% increase plus \$750 for addtl.
Fire Alarm Monitoring	950	900	950	Monitoring \$225.17/quarter - Est. 5% increase
Fire Extinguisher/Inspection	3,500	2,000	3,500	Annual \$1820, est. 5% increase. Repairs \$800, unplanned exps \$800
Contingency	0	0	5,000	Unexpected expenses
Total Maintenance	66,804	64,057	70,028	
Total Operating Expenses:	212,469	193,456	208,080	
Net Profit/(Loss)	(0)	20,240	0	
Reserve Summary				
Reserve Contribution	177,840	177,840	194,386	Annual Contribution per Reserve Study
Interest Income	0	5,650	6,000	
Total Contribution	177,840	183,490	200,386	

Crossed by JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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Ratified on 1/27/2026

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**Somerfield HOA
2026 Budget**

	2025 Ratified Budget	2025 Projected Year End	2026 draft Budget	Comments
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Reserve expenses	2025 budget	2025 actual	2026 proposed	Comments
Columns/Post- Repairs	10,300	0	10,600	Recommended in reserve study - est. remaining useful life is 0 yrs
concrete -repair replace	4,550	0	4,700	Recommended in reserve study - est. remaining useful life is 0 yrs
Concrete Curb- Partial Replacement	5,300	0	5,500	Recommended in reserve study - est. remaining useful life is 0 yrs
Asphalt -Repairs/Sealcoat/stripe	28,850	0	28,850	Sealcoating and painting assigned spots
Bridges Refurbish	9,450	0	9,700	Recommended in reserve study - est. remaining useful life is 0 yrs
Wood Fences - Replace	0	0	19,000	Recommended in reserve study - est. remaining useful life is 0 yrs
Bark/Mulch Replenish	6,800	0	7,000	Recommended in reserve study - est. remaining useful life is 0 yrs
Trees Trim/Replace	8,500	13,116	13,600	Recommended in reserve study - est. remaining useful life is 0 yrs
Entry Signs - Replace	0	0	0	
Step slope roofs 2023	215,500	184,308	0	
Traffic Coated Decks recoat	35,200	0	0	
Plumbing System Evaluation	16,800	0	17,300	Recommended in reserve study - est. remaining useful life is 0 yrs
Fire Alarm Panel replace	5,250	0	5,400	Recommended in reserve study - est. remaining useful life is 0 yrs
HVAC investigation	0	0	0	
J2/Geotech retaining wall repair	0	0	0	
Architectural Review	0	6,500	0	
Pole Lights - Replace	0	0	24,800	Improve community lighting
Exterior Lights - Replace	0	0	35,400	Replace corroded fixtures and have them match throughout
Total	346,500	203,924	181,850	

The Association has a Reserve Study that meets requirements of RCW 64.90.550

Yes No

Does the Budget meet the Reserve Study's Recommendation

Yes No

Recommended Reserve Contribution 177,840

Budgeted Reserve Contribution 194,386

Actual Reserve Balance at time of Study 1,070,379

Reserve Study's Fully Funded Balance 3,980,250

Surplus (deficiency) in Reserves (2,909,871)

**** - Reserves recommends \$3,300,000 special assesement for envelope redo**

**Somerfield Budget
Fiscal Year 2025
Assessment Schedule
Reserve Surplus (Deficit)**

Unit	% Ownership	2025 Assessment	2026 Assessment	Garbage	Garage Maint	Bldg C Alarm	Total	Reserve Deficit
E1	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
E2	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
F1	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
F2	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
G1	1.81%	\$563.27	\$580.16				\$580.16	(\$52,668.67)
G2	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
I1	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
I2	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
K1	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
K2	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
L1	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
L2	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
M1	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
M2	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
N1	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
N2	1.81%	\$563.27	\$580.16				\$580.16	(\$52,668.67)
V1	1.84%	\$572.60	\$589.78				\$589.78	(\$53,541.63)
V2	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
W1	1.81%	\$563.27	\$580.16				\$580.16	(\$52,668.67)
W2	1.98%	\$616.17	\$634.65				\$634.65	(\$57,615.45)
X1	1.96%	\$609.95	\$628.24				\$628.24	(\$57,033.47)
X2	1.84%	\$572.60	\$589.78				\$589.78	(\$53,541.63)
A101	1.68%	\$522.81	\$538.49				\$538.49	(\$48,885.83)
A102	1.68%	\$522.81	\$538.49				\$538.49	(\$48,885.83)
A201	1.59%	\$494.80	\$509.65				\$509.65	(\$46,266.95)
A202	1.80%	\$560.15	\$576.96				\$576.96	(\$52,377.68)
A203	1.29%	\$401.44	\$413.49				\$413.49	(\$37,537.34)
A204	1.07%	\$332.98	\$342.97		\$4.61		\$347.58	(\$31,135.62)
B101	1.68%	\$522.81	\$538.49				\$538.49	(\$48,885.83)
B102	1.68%	\$522.81	\$538.49				\$538.49	(\$48,885.83)
B201	1.80%	\$560.15	\$576.96				\$576.96	(\$52,377.68)
B202	1.58%	\$491.69	\$506.44				\$506.44	(\$45,975.96)
B203	1.07%	\$332.98	\$342.97		\$4.61		\$347.58	(\$31,135.62)
B204	1.29%	\$401.44	\$413.49				\$413.49	(\$37,537.34)
C100	1.26%	\$392.11	\$403.87		\$9.22	\$51.73	\$464.81	(\$36,664.37)
C101	1.68%	\$522.81	\$538.49			\$51.73	\$590.22	(\$48,885.83)
C102	1.68%	\$522.81	\$538.49			\$51.73	\$590.22	(\$48,885.83)
C201	1.58%	\$491.69	\$506.44		\$4.61	\$51.73	\$562.78	(\$45,975.96)
C202	1.80%	\$560.15	\$576.96			\$51.73	\$628.69	(\$52,377.68)
C203	1.29%	\$401.44	\$413.49			\$51.73	\$465.21	(\$37,537.34)
C204	1.07%	\$332.98	\$342.97		\$4.61	\$51.73	\$399.30	(\$31,135.62)
D101	1.68%	\$522.81	\$538.49				\$538.49	(\$48,885.83)
D102	1.68%	\$522.81	\$538.49				\$538.49	(\$48,885.83)
D201	1.80%	\$560.15	\$576.96				\$576.96	(\$52,377.68)
D202	1.58%	\$491.69	\$506.44				\$506.44	(\$45,975.96)
D203	1.07%	\$332.98	\$342.97		\$4.61		\$347.58	(\$31,135.62)
D204	1.29%	\$401.44	\$413.49				\$413.49	(\$37,537.34)
H101	1.38%	\$429.45	\$442.34	\$63.31	\$4.61		\$510.25	(\$40,156.22)

Order: JCRFF123
Address: 8916 Reseda Blvd Apt 201
Order Date: 05-25-2025
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**Somerfield Budget
Fiscal Year 2025
Assessment Schedule
Reserve Surplus (Deficit)**

Unit	% Ownership	2025 Assessment	2026 Assessment	Garbage	Garage Maint	Bldg C Alarm	Total	Reserve Deficit
H102	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
H103	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
H104	1.38%	\$429.45	\$442.34	\$63.31	\$9.22		\$514.86	(\$40,156.22)
H201	1.31%	\$407.67	\$419.90	\$63.31	\$4.61		\$487.81	(\$38,119.31)
H202	1.12%	\$348.54	\$359.00	\$63.31	\$9.22		\$431.52	(\$32,590.56)
H203	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
H204	1.31%	\$407.67	\$419.90	\$63.31			\$483.21	(\$38,119.31)
J101	1.38%	\$429.45	\$442.34	\$63.31	\$4.61		\$510.25	(\$40,156.22)
J102	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
J103	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
J104	1.31%	\$407.67	\$419.90	\$63.31	\$4.61		\$487.81	(\$38,119.31)
J201	1.38%	\$429.45	\$442.34	\$63.31	\$4.61		\$510.25	(\$40,156.22)
J202	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
J203	1.12%	\$348.54	\$359.00	\$63.31	\$4.61		\$426.91	(\$32,590.56)
J204	1.31%	\$407.67	\$419.90	\$63.31	\$4.61		\$487.81	(\$38,119.31)
Total	100%	31,119.68	32,053.27	1,012.92	110.58	362.08	33,538.85	(2,909,871)

Bylaws
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

**BYLAWS OF
SOMERFIELD CONDOMINIUM ASSOCIATION**

The following are the Bylaws of Somerfield Condominium Association (the "Association"). These Bylaws apply to the entire condominium, each unit therein and all common and limited common elements. Each unit owner is a member of this Association. All present and future owners, mortgagees and other encumbrancers, lessees, tenants, licensees and occupants of units, and their guests and employees, and any other person who may use the facilities of the condominium are subject to these Bylaws, the Declaration and the Rules and Regulations established from time to time by the Association for the use and operation of the condominium. These Bylaws have been established by the Developer, and may be amended as provided herein.

ARTICLE I - DEFINITIONS

As used in these Bylaws, unless the context requires otherwise, the definitions given in Section I or elsewhere in the Declaration for Somerfield Condominium, as recorded under Snohomish County Recorder's No. _____, as amended from time to time, shall apply.

ARTICLE II - MEMBERSHIP - VOTING - REGISTER

1. **Membership.** The Association shall be composed of the person or persons owning each unit, who shall participate personally or through designated representatives, as set forth in the Declaration.

2. **Voting.** The total voting power of all units is equal to the total number of units in the condominium. Each unit is entitled to one vote.

3. **Register of Members.** The Board of Directors of the Association shall maintain a register containing the names and addresses of all owners of units, their designated representatives, and any voting rights pledges that have been filed with the Association. Owners who sell or convey their interests in a unit shall promptly report to the Board of Directors the name and address of their successor in interest. Persons claiming membership in the Association shall, upon request, furnish the Board of Directors with a copy of any document under which they assert ownership of a unit, or any interest therein. The Board of

Directors may require unit owners to supply it with copies of any mortgage or other security instrument affecting their interests.

ARTICLE III - MEETINGS OF THE ASSOCIATION

1. **Place.** Meetings of the Association shall be held at such reasonable place as may be designated from time to time by the Board of Directors.
2. **Annual Meeting.** The annual meeting of the Association shall be held in the first quarter of each year, on a date fixed by the Board of Directors. At the annual meeting the unit owners shall elect Directors or fill vacancies in the Board of Directors as provided in the Declaration and shall consider such other business as may properly come before the meeting.
3. **Special Meetings.** It shall be the duty of the President of the Association to call special meeting of the Association when so directed by resolution of a majority of the Board of Directors, or upon the written request of unit owners having twenty-five percent (25 %) or more of the total votes.
4. **Notice of Meetings.** It shall be the duty of the Secretary of the Association to mail a notice of each annual and special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner (and such other persons as provided in the Declaration) at the address of the unit involved or at such other address as the unit owner shall have furnished in writing to the Board of Directors. Said notice shall be given at least ten (10) days prior to an annual or special meeting. Notice of any meeting of the Association may be waived in writing at any time and is waived by actual attendance at such meeting, unless such appearance be limited expressly to object to the legality of the meeting. A declaration of such limited appearance shall be filed in writing with the Board of Directors at or prior to the meeting attended in such limited capacity.
5. **Quorum.** The presence in person or by proxy of unit owners having twenty-five percent (25 %) or more of the total votes shall constitute a quorum for the transaction of business at any meeting of the Association.
6. **Adjourned Meetings.** If any meeting of the Association cannot be held because a quorum is not in attendance, the unit owners or their designated representatives may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, and the unit owners or their designated representatives who attend such an adjourned meeting, although holding less than twenty-five percent (25 %) of the votes, in person or by proxy, shall nevertheless constitute a quorum for the purpose of said meeting, provided that they hold at least twenty percent (20 %) of the votes; and provided further, that no amendment to the Declaration shall be adopted except as prescribed by the Declaration, and no amendment to

these Bylaws shall be adopted unless unit owners holding sixty percent (60%) or more votes are present in person or by proxy.

7. **Proxies.** Any unit owner may vote by proxy. Proxies shall be in writing, signed by the unit owner, and filed with the Board of Directors prior to the vote in which such proxies are cast. A proxy must be for all the voting power of the unit.

8. **Majority Vote.** Except as otherwise provided by the Declaration, these Bylaws, or the Act, passage of any matter submitted to vote at a meeting or adjourned meeting duly called, where a quorum is in attendance in person or by proxy, shall require the affirmative vote of a majority of the total votes present in person or by proxy.

9. **Order of Business for First Meeting.** The order of business at the first meeting of the Association (called pursuant to Section 13.4.3 of the Declaration) shall be as follows:

- (a) Roll call
- (b) Review of Bylaws
- (c) Election of Board of Directors
- (d) Adjournment.

10. **Order of Business at All Other Meetings.** Except for the meeting called by Declarant pursuant to Section 13.4.3 of the Declaration, the order of business at meetings of the Association shall be as follows unless dispensed with or altered by motion:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Directors (annual meeting or special meeting called for such purpose)
- (g) New business
- (h) Unfinished business
- (i) Adjournment.

11. **Parliamentary Authority.** In the event of dispute, the parliamentary authority for the meetings shall be the current available edition of Roberts Rules of Order, Revised.

ARTICLE IV - BOARD OF DIRECTORS - SUBMISSION OF OFFICIAL BUSINESS

1. Number - Election. The affairs of the Association shall be governed by a Board of Directors composed of at least five persons who shall be elected as provided in the Declaration; provided, that the management of the Condominium during its initial stage shall be carried out by the Declarant, or a Temporary Board of Directors composed of three persons appointed by the Declarant, as provided in the Declaration. Declarant (and, if appointed, the Temporary Board of Directors during its term of office) shall exercise the rights, duties and functions of the Board of Directors as set forth in the Declaration and these Bylaws.

2. Removal of Directors - Vacancies. Any Director may be removed and vacancies in the Board of Directors may be filled as provided in the Declaration. A Director elected to fill any vacancy caused by the resignation or removal of a Director shall serve for the unexpired portion of the previous Director's term. The Declarant may remove members of the Temporary Board of Directors with or without cause, and appoint Directors to fill the vacancies thus created without a meeting of the Association.

3. Compensation. No compensation shall be paid to Directors for their services as Directors.

4. Organization Meeting. The first meeting of the Temporary and elected Board of Directors shall be held within ten (10) days of their appointment or election at such place as shall be fixed by agreement of the Board members elected or appointed, and no notice of such meeting shall be necessary, provided a majority of the elected or appointed Board of Directors shall be present.

5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director at least three days prior to the day fixed for such meeting, which notice shall state the time and place of the meeting.

6. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' prior notice to each Director, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President in like manner and on like notice at the written request of a majority of the Board of Directors.

7. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed

equivalent to the giving of notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

9. Official Business. All official business shall be transmitted to the Board of Directors in writing, emergencies excepted, and such written business shall be submitted to the Board of Directors through the President if available, and the Secretary of the Association, if the President is not available.

ARTICLE V - OFFICERS

1. Designation. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint a Vice President, an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary.

2. Election of Officers. The officers of the Association shall be elected each year at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board.

3. Removal of Officers. At any regular meeting of the Board of Directors or at any special meeting called for that purpose, any officer may be removed, with or without cause, and his successor elected, upon an affirmative vote of a majority of the members of the Board of Directors.

4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors and shall have all powers and shall perform all duties usually incident to the office of President of a business corporation.

5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall also maintain the Register of unit owners, designated representatives and voting rights pledges. In addition, the Secretary shall perform all duties usually incident to the office of Secretary of a business corporation.

6. **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

7. **Other Officers, Assistants, Employees.** Other officers of the Association, assistants to the officers, or persons employed to assist the officers, shall have such authority and shall perform such duties as the Board of Directors may prescribe within the provisions of applicable statutes, the Declaration and these Bylaws. A Vice President, an Assistant Secretary and an Assistant Treasurer, if any are elected, shall also have all powers of the President, Secretary and Treasurer, respectively, in the absence of such officers.

8. **Compensation.** The Board may pay reasonable compensation to any officer, assistant or unit owner who performs substantial services for the Association in carrying out the management functions.

ARTICLE VI - COMMITTEES AND MANAGER

1. **Committees of Directors.** The Board of Directors may designate one or more committees, each of which shall consist of one or more Directors. Such committees shall have and exercise to the extent provided in the resolution establishing the committee, the authority of the Board of Directors in the management of the Association, but the designation of such committees shall not operate to relieve the Board of Directors of any responsibility imposed upon it by law.

2. **Other Committees.** Other committees, not having or exercising the authority of the Board of Directors in the management of the Association, may be designated by the President or by the Board of Directors, and such committees may be composed of one or more non-Director members of the Association, but each committee shall have at least one Director as a member.

3. **Delegation to Manager.** The Board of Directors may delegate any of its duties, powers or functions to any person or persons, to act as Manager of Somerfield Condominium, as provided in the Declaration; provided, that the Board shall not delegate its power to elect officers or directors of the Association, to amend these Bylaws, or to adopt rules and regulations.

ARTICLE VII - OBLIGATION OF UNIT OWNERS

1. **Assessments.** All unit owners are obligated to pay the assessments imposed by the Association to meet all common expenses of the property as set forth in the Declaration,

and the Board of Directors shall act to establish, assess, collect and expend such assessments as therein provided.

2. Foreclosure of Assessment Lien. The Board of Directors (or Declarant prior to the appointment or election of the Board), on behalf of the Association, may commence a judicial or nonjudicial action to foreclose the lien of any delinquent assessments. From the time of commencement of such action, the unit owner shall pay to the Association the reasonable rental value of the unit to be fixed by the Board, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, obtain possession of the unit, refurbish it for rental to a reasonable standard for rental units in this type of condominium, and rent the unit or permit its rental to others. Rentals collected therefrom shall be applied: first, to pay the expenses of the receivership (including reasonable attorney's fees); second, to reimburse the costs of refurbishing the unit; third, to costs, fees and charges incurred by the plaintiff in the foreclosure action; and fourth, to the payment of the delinquent assessments and any interest accrued thereon. Any judgment rendered against a unit owner in such foreclosure action, receivership proceeding, or any other action required to collect delinquent assessments, shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

3. Rules and Regulations. The Board of Directors may, from time to time, adopt such Rules and Regulations as may be reasonably required for the use, occupancy and maintenance of the units, common elements and limited common elements and when so adopted, such Rules and Regulations shall be binding upon all of the unit owners and occupants of the property and shall be a part of these Bylaws. The Board of Directors may from time to time amend any such Rules and Regulations.

ARTICLE VIII - HANDLING OF FUNDS

1. Accounts. The Association shall establish the necessary funds or accounts to properly provide for the operation and maintenance of the property, as required by the Declaration. Overall management of these funds shall be the responsibility of the Treasurer of the Association, who shall be authorized to open such accounts and adopt such procedures as may be advisable to properly secure the accounts and funds of the Association.

2. General Account. The Treasurer shall establish a checking account in a commercial bank to be known as the General Account. This account will be the account for the current operations of Somerfield Condominium, and will normally receive all monthly assessments, and all income and other funds received by the Association. Checks shall be

issued from this account for all management, maintenance, and operation expenditures necessary for Somerfield . Funds for the Insurance Account and Reserve Account will normally be received and deposited in the General Account and checks issued to the other accounts immediately so that an overall accounting of the funds received and disbursed by the Association is centralized in the check register of the General Account.

3. Reserve Account. The Treasurer shall establish an interest bearing savings account in a commercial bank, savings bank or savings and loan association, to be known as the Reserve Account. The purpose of the Reserve Account is to provide for major renovating of interior and exterior common elements, for replacement of structural elements and mechanical equipment, for financial stability during periods of special stress, and to meet deficiencies in the general funds that may occur, from time to time, as a result of delinquent payments of assessments, and for other contingencies. A portion of the monthly assessments chargeable to the unit owners shall be allocated to the Reserve Account. The amount of such allocation shall be determined in the discretion of the Board of Directors, and may be adjusted from time to time by the Board of Directors.

4. Insurance Reserve Account. The Treasurer shall establish an interest bearing savings account in a commercial bank, savings bank or savings and loan association, to be known as the Insurance Reserve Account, and shall make the monthly deposits therein as required by the Declaration.

5. Working Capital Account. The Treasurer shall establish an interest-bearing savings account in a commercial bank, savings bank or a savings and loan association to be known as the Working Capital Account into which the funds collected pursuant to Section 14.2.4 of the Declaration shall be deposited and held for the purposes stated therein.

ARTICLE IX - KEEPING RECORDS AND REPORTS

1. General. The Treasurer shall keep complete and accurate books and records of the receipts and expenditures affecting the common elements and facilities, specifying and itemizing the maintenance and repair expenses of the common elements and facilities and any other expenses incurred, as required by the Declaration. Such books and records, and all contracts, documents, papers and other records of the Association, shall be available for examination by the unit owners or their authorized representatives, agents or attorneys, at any reasonable time or times.

2. Financial Reports. The Board of Directors shall cause to be issued and mailed to all unit owners at least one copy of each annual financial statement and report of the Association prepared by the outside auditor, and a statement from the President indicating the

general condition of the Association and providing a comparison between the actual expenses of the Condominium and the projected expenses outlined in the current budget upon which the current assessments are based.

ARTICLE X - AMENDMENTS

These Bylaws may be amended by a majority vote of the Board of Directors or the unit owners, but the Board of Directors shall not amend or repeal any Bylaws adopted by the unit owners; provided, that the unit owners shall not amend these Bylaws without the Declarant's written consent until the election of the first Board of Directors pursuant to Section 13.4.3 of the Declaration. A majority vote of the unit owners may amend the Bylaws at any annual meeting or special meeting called for that purpose.

ARTICLE XI - MISCELLANEOUS

1. Individual Items. Certain items which would ordinarily be considered common elements, such as, but not limited to, screen doors, window screens, other screens, awnings, storm windows, planter boxes, antennae, and the like may, pursuant to decision of the Board of Directors, be designated as items to be furnished and/or maintained at individual expense in good order according to standards and requirements established by the Board of Directors or by the Rules and Regulations.

2. Notices for All Purposes. Any notice permitted or required to be delivered under the provisions of these Bylaws may be delivered either personally or by mail as provided in Section 31 of the Declaration. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board of Directors has been appointed or elected and, thereafter, shall be given to the President or Secretary of the Board of Directors.

3. Waiver. The failure of the Board of Directors in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, or of these Bylaws, or any Rules and Regulations established by the Board of Directors 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 as to such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Directors of any assessment from a unit owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

4. **Limitation of Liability.** The Board of Directors of the Association shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board of Directors or for injury or damage to person or property caused by the elements, or by another unit owner or person; or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the buildings, or from any pipes, drains, conduits, appliances, or equipment, or from any other place; or resulting from loss, damage, or theft of articles used or stored by unit owners on the property or in units. No diminution or abatement of assessment shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common elements, or from any action taken to comply with any law, ordinance, or order of a governmental authority. This section shall not be interpreted to impose any form of liability by any implication upon the Board of Directors or upon the Association.

5. **Interpretation.** The provisions of the Declaration and these Bylaws shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Somerfield as a condominium. It is intended also that, insofar as it affects the Declaration, these Bylaws and this Condominium, the provisions of the Act shall be liberally construed to effect the intent of the Declaration and these Bylaws insofar as reasonably possible.

IN WITNESS WHEREOF, Declarant has adopted these Bylaws on this 10th day of January, 2001.

DECLARANT:

Village at Lake Stevens, L.L.C., a Washington limited liability company

By 
Jeff Mietzner, Member

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CC&Rs-Condo Declaration
Somerfield Townhomes & Condominiums

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Filed at Request of:

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P.S.
10777 Main Street, Suite 300
Bellevue, Washington 98004



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DECLARATION
FOR
SOMERFIELD CONDOMINIUM

RECORDING COVER SHEET

DOCUMENT TITLE	Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	N/A
GRANTOR	Village at Lake Stevens, L.L.C., a Washington limited liability company
GRANTEE	Snohomish County
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.
ASSESSOR'S PARCEL NO.	

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DECLARATION
FOR
SOMERFIELD CONDOMINIUM

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**DECLARATION
FOR
SOMERFIELD CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the date below by Village at Lake Stevens, L.L.C., a Washington limited liability company, as sole owner of the property located in Snohomish County, Washington hereinafter described, to submit the property as a condominium pursuant to the Washington Condominium Act (Revised Code of Washington Chapter 64.34):

SECTION 1 - DEFINITIONS

As used in this Declaration unless the context requires otherwise:

- 1.1 The "Act" means the Washington Condominium Act (Revised Code of Washington Chapter 64.34), as amended from time to time.
- 1.2 "Sommerfield Condominium" means the Condominium development which is the subject of this Declaration.
- 1.3 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit.
- 1.4 "Assessment" means all sums chargeable by the Association against a Unit including, without limitation: (a) regular and Special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account.
- 1.5 "Association", "Sommerfield Condominium Association", or "Unit Owners' Association" means the Unit Owners' Association organized pursuant to SECTION 13 below.
- 1.6 "Board of Directors" or "Board" means the body with primary authority to manage the affairs of the Association.
- 1.7 "Building(s)" means the Building(s) containing the Units comprising a part of the property of the Condominium.
- 1.8 "Bylaws" shall mean the Bylaws of the Association as initially promulgated by the Declarant, and as amended from time to time by the Association.
- 1.9 "Common Elements" means all portions of the Condominium other than the Units.
- 1.10 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 1.11 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to SECTION 14 below.
- 1.12 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.
- 1.13 "Declarant" means Village at Lake Stevens, L.L.C., a Washington limited liability company, its successors and assigns.

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1.14 "Declarant Control" means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board of Directors pursuant to Section 13.4.4.

1.15 "Declaration" means this instrument by which the Property is submitted to provisions of the Act and as it may be, from time to time, lawfully amended.

1.16 "Development Rights" means any right or combination of rights reserved by a Declarant in the Declaration to: (a) add Real Property and/or improvements to the Condominium; (b) create Units, Common Elements, or Limited Common Elements within Real Property included or added to the Condominium; (c) subdivide Units or convert Units to Common Elements; or (d) withdraw Real Property from a Condominium.

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

1.18 "Eligible Mortgagee" means the holder of a mortgage on a Unit that has filed with the secretary of the Association a written request that it be given copies of notice of any action by the Association that requires the consent of Mortgagees.

1.19 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

1.20 "Identifying number" or "Unit Number" means a symbol or address that identifies only one Unit in the Condominium.

1.21 "Limited Common Element" means a portion of the Common Elements allocated by the Declaration for the exclusive use of one or more, but fewer than all, of the Units.

1.22 "Majority" or "Majority of Unit Owners" means the Unit Owners with fifty-one percent (51%) or more of the votes in accordance with those assigned in this Declaration, as duly recorded or as it may be lawfully amended, to the Units for voting purposes.

1.23 "Mortgagee" means an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, Massachusetts-type Florida business trust, and Federal National Mortgage Association (FNMA)) which is the holder of a note and mortgage or the beneficiary of a deed of trust covering a Unit or other portion of the Property, and shall also mean the vendor under a real estate contract covering a Unit.

1.24 "Mortgage" means a mortgage, deed of trust, or a real estate contract covering a Unit or other portion of the Condominium.

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

1.26 "Real Property" or "Property" means any fee, leasehold or other estate or interest in, over, or under Real Property, including structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of Real Property although not described in the contract of sale or instrument of conveyance.

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

1.28 "Special Declarant Rights" means rights reserved for the benefit of a Declarant to: (a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under RCW 64.34.232; (b) exercise any Development Right under RCW 64.34.236; (c) maintain sales offices, management offices, signs advertising the Condominium, and models under RCW 64.34.256; (d) use easements through the Common

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Elements for the purpose of making improvements within the Condominium or within the Real Property which may be added to the Condominium under RCW 64.34.260; (e) make the Condominium subject to a master association under RCW 64.34.276; or (f) appoint or remove any officer of the Association or any member of the Board of Directors during any period of Declarant Control under RCW 64.34.308(4).

1.29 "Survey Map and Plans" means the Survey Map and the set of Plans filed or to be filed simultaneously with this Declaration showing the location, boundaries and other information relating to the Real Property, the Building(s) and the Units, as required by the Act, as further described in SECTION 36.

1.30 "Temporary Board of Directors" or "Temporary Board" shall mean the persons appointed by the Declarant to manage and administer the Property for the Association until such time as the Unit Owners elect the Board of Directors as provided in this Declaration.

1.31 "Unit" means the parts of the Property intended for Residential Use and occupancy. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. The boundaries of the Unit shall be the perimeter walls, the lowest floors and the highest ceilings which enclose the Unit. All windows, doors to the Unit, lath furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Element. Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a Unit, and any portion thereof which serves only that Unit shall be a Limited Common Element allocated solely to that Unit, and any portion which serves more than one Unit or any portion of the Common Elements shall be a part of the Common Elements. The existing physical boundaries of the Unit as originally constructed or as reconstructed in substantial accordance with the original Plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in this Declaration, deed or Survey Map and Plans, regardless of minor variance between boundaries shown in the Declaration, deed, or Survey Map and Plans and those of Units in the Building(s) as actually constructed.

1.32 "Unit Owner" means the Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation or debt. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

SECTION 2 - DESCRIPTION OF REAL PROPERTY

The Real Property on which the Buildings and improvements are or are to be located is described on Appendix A-1 to this Declaration.

SECTION 3 - NUMBER OF UNITS CREATED

Somerfield Condominium shall contain sixteen (16) Units which shall be located in four (4) Buildings. All the Buildings and the Units are shown on the Survey Map and Plans. An additional seventy-three (73) Units located in an additional twenty-six (26) additional Buildings may be added to the Condominium in subsequent phases pursuant to SECTION 32.

SECTION 4 - DESCRIPTION OF UNITS

The number and description of each existing Unit is set forth in Appendix B to this Declaration.

SECTION 5 - BOUNDARIES

5.1 Unit Boundaries.

5.1.1 Interior Surfaces.

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The Unit boundaries are the perimeter walls, floors, and ceilings, including the decorative and finished surface coverings, as set forth in Section 1.31. All other portions of the walls, floors, or ceilings are a part of the Common Elements.

5.1.2 Ducts, Wires, Etc.

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

5.1.3 Partitions, Etc.

Subject to the provisions of Section 5.1.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

5.1.4 Shutters, Etc.

Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designated to serve a single Unit, but which are located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

5.2 Monuments as Boundaries.

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

SECTION 6 - DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically allocated by the provisions of SECTION 7 or other provisions of this Declaration or amendments thereto, the Common Elements consist of all portions of the Condominium except Units and shall include the following:

6.1 The Real Property described in Appendix A-1.

6.2 The roofs, foundations, columns, girders, studs, joists, beams, supports, walls (excluding non-bearing interior partitions of Units), chimneys, and all other structural parts of the Buildings, to the boundaries of the Units as the boundaries are defined in SECTION 5, and any replacements thereto.

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

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

6.5 The storm water detention system, including but not limited to the detention pond.

6.6 The wetlands areas.

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

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

SECTION 7 - DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements.

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

7.1.1 Patio/Yard Area or Deck. The patio or deck, if any, which is adjacent to each Unit as more particularly shown on the Survey Map and Plans.

7.1.2 Fireplace Flue. The interior of the fireplace flue serving each Unit.

7.1.3 Garage and/or Parking Space. Any detached Garage Parking Space located in a Garage Building or Uncovered Parking Space which is allocated to a Unit by this Declaration or amendments thereto and which is shown on the Survey Map and Plans.

7.1.4 Driveway. The driveway adjacent to any Unit which contains a garage.

7.2 Boundaries.

The boundaries of Limited Common Elements shall be defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said Limited Common Element; but if there are no such interior surfaces, then the boundaries as delineated on the Survey Map and Plans; but if no such boundaries are so delineated, then the perimeter of any patio/yard area or deck as actually constructed by Declarant.

7.3 Transfer of Limited Common Elements.

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

7.3.2 Reallocation Between Units. A Limited Common Element may only be reallocated between Units with the approval of the Board and by an amendment to the Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Unit Owner or Owners under this Section within thirty (30) days unless the proposed reallocation does not comply with the Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium.

7.3.3 Common to Limited Common; Limited Common to Unit. Sixty-seven percent (67%) of the Unit Owners, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Limited Common Element into an existing Unit. Such reallocation or incorporation shall be reflected in an amendment to the Declaration, Survey Map or Plans. Provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

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SECTION 8 - PARKING

8.1 Description

8.1.1 Garages in Units. Units which contain a single or double garage are shown on Appendix B and the Survey Map and Plans. The driveway leading to each garage, which is a Limited Common Element, shall be available for additional parking for that Unit Owner or that Unit Owner's guests.

8.1.2 Uncovered Parking Spaces. There are fourteen (14) uncovered parking spaces ("Uncovered Parking Spaces"), located as shown on the Survey Map and Plans.

8.1.3 Garage Parking Spaces. There are two (2) garage buildings containing a total of four (4) enclosed parking spaces ("Garage Parking Spaces"). The garage buildings and Garage Parking Spaces are located as shown on the Survey Map and Plans.

8.2 Assignment

As of the date of initial recording of this Declaration, none of the Garage Parking Spaces are assigned and one (1) of the Uncovered Parking Spaces is assigned. Declarant may sell and assign the Garage Parking Spaces and Uncovered Parking Spaces to any Unit Owner in any Phase, and the assignments shall be set forth on Appendix B, attached hereto, by an amendment to this Declaration. If Declarant fails to assign a Garage Parking Space or Uncovered Parking Space to any Unit Owner by the time of the conveyance of the last Unit in the final Phase, the Garage Parking Space or Uncovered Parking Space shall remain as part of the Common Elements and shall be controlled by the Association and used for purposes determined by the Board.

8.3 Parking/Storage not in Condominium

8.3.1 Some parking spaces which are assigned for the exclusive use of a Unit within this Condominium may be physically located within a Phase which has not yet been made part of this Condominium. The Owner of such Unit shall have a perpetual and exclusive easement to use such parking space for its intended purpose. Said parking space shall for all purposes be treated as a Limited Common Element subject to the provisions of this Declaration. At such time as the Phase in which said parking space is located is recorded and made part of this Condominium, said parking space shall be a Limited Common Element of the Unit to which it has been assigned.

8.3.2 Some parking spaces which are intended for the exclusive use of a Unit located in a Phase which has not yet been made part of this Condominium may be physically located within this Condominium. The Owner of such Unit (whether or not then constituting a condominium unit under the Act) shall have a perpetual and exclusive easement to use such parking space for its intended purpose. Said parking space shall for all purposes be treated as a Limited Common Element subject to the provisions of this Declaration. At such time as the Phase in which said Unit is located is recorded and made part of this Condominium, said parking space shall be a Limited Common Element of the Unit to which it has been assigned.

SECTION 9 - DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS RESERVED BY DECLARANT

9.1 In addition to the Development Rights listed in Section 1.16 above, the following Development Rights are hereby reserved for use by Declarant:

9.1.1 Declarant may make initial allocations of parking spaces pursuant to Section 8.2 and driving area and storage areas to each Unit. Declarant may reallocate parking spaces or storage areas previously allocated to Units still owned by the Declarant, and notwithstanding Section 7.3.2, such reallocation is expressly recognized as being authorized by and in compliance with this Declaration.

9.1.2 Pursuant to SECTION 32, Declarant may add up to forty-seven (47) additional Units on the Property described in Appendix A-1 in four (4) additional Phases, and up to twenty-six (26) additional Units

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in four (4) additional Phases on Property legally described on Appendix A-2 which may be added to the Condominium.

9.1.3 Declarant may add the additional Property legally described on Appendix A-2 to the Condominium.

9.1.4 Declarant may subdivide or combine Units owned by Declarant or convert Units owned by Declarant into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements or both the amendment to the Declaration must reallocate all the Allocated Interests as follows: (a) if Declarant converts the Unit entirely to Common Elements, among the other Units as if that Unit had been taken by condemnation under SECTION 20; (b) if Declarant subdivides the Unit into two (2) or more Units, whether or not any part of the Unit is converted into Common Elements, among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant; and (c) if the Declarant combines two (2) or more Units, to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

9.1.5 Declarant may withdraw any portion of Real Property from the Condominium, subject to the following restrictions:

(a) If all the Real Property is subject to withdrawal, and the Declaration or Survey Map or amendment thereto does not describe separate portions of Real Property subject to that right, none of the Real Property may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant; and

(b) If a portion or portions of the Real Property are subject to withdrawal as described in the Declaration or in the Survey Map or in any amendment thereto, no portion may be withdrawn if a Unit in that portion of the Real Property is owned by a person other than the Declarant.

9.1.6 Declarant may, with the Unit Owner's prior consent, establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a Unit.

9.2 The following Special Declarant Rights are hereby reserved for use by Declarant:

9.2.1 Declarant may complete the improvements indicated on the Survey Map and Plans, and as described in this Declaration.

9.2.2 Declarant may maintain a sales office, management office, signs advertising the Units for sale, and models on the Property until all Units are sold.

9.2.3 Declarant may use easements through the Common Elements as may be reasonably necessary to discharge Declarant's obligations or exercise the Development Rights and Special Declarant Rights or to make improvements within the Condominium.

9.2.4 Pursuant to Section 13.4, Declarant may appoint or remove any officer of the Association during the period of Declarant Control.

9.2.5 Declarant may sell or assign the Uncovered Parking Spaces or Garage Parking Spaces described in Sections 8.1.2 or 8.1.3 to any Unit Owner prior to the conveyance of the last Unit, and record an amendment or amendments to the Declaration reflecting the assignments. If any Uncovered Parking Space or Garage Parking Space is not so assigned by that time, the Uncovered Parking Space or Garage Parking Space shall remain as part of the Common Elements, controlled by the Association.

9.2.6 Declarant may make the Condominium part of a larger condominium or development under RCW 64.34.276, and the Allocated Interests of Units shall be reallocated using the same formula as provided in Section 10.2.

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9.2.7 Declarant may subject the Condominium to a Master Association under RCW 64.24.276.

SECTION 10 - ALLOCATION OF UNDIVIDED INTERESTS IN THE COMMON ELEMENTS, COMMON EXPENSES, AND VOTES IN THE ASSOCIATION

10.1 The undivided interest in the Common Elements for each Unit Owner shall be as set forth on Appendix C attached hereto.

10.2 The liability for Common Expenses for each Unit Owner shall be as set forth in Section 14.2.5.

10.3 In all matters relating to voting in the Association, each Unit shall be entitled to one (1) vote and all votes shall be of equal weight.

SECTION 11 - OCCUPANCY AND USE COVENANTS, CONDITIONS AND RESTRICTIONS

11.1 Residential Use

The Buildings and Units shall be used for single family Residential Purposes only, on an ownership, rental or lease basis, and for social, recreational or other reasonable uses normally incident to such purposes. The Buildings and Units may also be used by the Association for the purposes of operating and managing *Somerfield Condominium*, and for such additional uses or purposes as are from time to time determined to be appropriate by the Board.

11.2 Leasing of Units

Although Declarant intends to sell the Units as Condominium Units, it is recognized that the Units may be leased or rented by the Declarant or any Unit Owner at any time. No Unit may be leased or rented by any party for a period of less than thirty (30) days. Each lease or rental agreement shall be in writing, a copy shall be filed with the Board, and by its terms shall provide that the terms of the lease or rental agreement are subject in all respects to the provisions of this Declaration and the Bylaws of the Association, and all rules and regulations thereunder. Any failure by the lessee to comply with the terms contained in said documents shall be a default in any lease or rental agreement. No Owner may lease less than an entire Unit. The Association shall supervise all leasing, renting or subleasing of Units to ensure compliance with this Section and, at the discretion of the Board, may require the Owner to deposit not more than Five Hundred Dollars (\$500.00) with the Association as a security deposit to cover move-in and/or move-out damage to the Common Elements. The Association shall not consent to any lease, sublease or rental agreement, the effect of which will result in noncompliance with this Section.

11.3 Timesharing

Timesharing of any Unit as defined in Revised Code of Washington, Chapter 64.36, is prohibited.

11.4 Sales Facilities of Declarant

Notwithstanding the provisions in Section 11.1, Declarant, its agents, employees and contractors, may maintain during the period of sale of the Units upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the sale, rental or management of such facilities, including, but not limited to, one model Unit, a business or sales office, signs, storage facilities, and parking areas for prospective Purchasers or tenants.

11.5 Parking

Parking outside of garages is restricted to parking of operative automobiles. Trailers, trucks, campers, recreation vehicles, boats and other vehicles and equipment may be parked or kept therein only subject to the Rules and Regulations of the Association. The Board may require removal of any inoperative or unsightly vehicle, and any other equipment or item improperly stored in parking spaces all in accordance with the Rules and

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Regulations adopted from time to time by the Board. If that vehicle or equipment is not removed, the Board may cause removal at the risk and expense of the Unit Owner thereof.

11.6 Maintenance of Interiors of Units

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

11.6.2 Without limiting the generality of the foregoing, each Unit Owner shall have the right and the duty, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and the perimeter walls of his Unit and the surfaces of the bearing walls located within his Unit, and shall not permit or commit waste of his Unit or the Common Elements. Each Unit Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls. Each Unit Owner shall have the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. This Section shall not be construed to permit interference with or damage to the structural integrity of the Buildings or interference with the use and enjoyment of the Common Elements or of the other Units.

11.6.3 Unit Owners may not modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board or pursuant to the rules and regulations adopted thereby.

11.6.4 No Unit Owner except Owners of first floor Units and townhouse Units may increase the percentage of floor area inside the Unit covered with materials other than carpeting or change the configuration of the said floor surfaces after the original installation by the Declarant without the prior written approval of the Board.

11.7 Maintenance of Exteriors of the Buildings and the Common Elements

Except to the extent provided by this Declaration, the Association is responsible for maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements. Each Unit Owner shall afford to the Association and the other Unit Owners, and to their agents or employees, access through the Owner's Unit and Limited Common Elements reasonably necessary for those purposes. If damage is inflicted on the Common Elements, or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, shall be liable for the expense of the repair or replacement thereof.

11.8 Uniform Exterior Appearance

In order to preserve the uniform exterior appearance of the Buildings, and the Common and Limited Common Elements visible to the public, the Board may require and provide for the painting and other decorative finish of the Buildings, decks, fences, or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Buildings, decks, fences, trellises, or other Common or Limited Common Elements, including screens, doors, awnings, rails or other portions of each Unit and Building visible from the exterior thereof. The Board may regulate and control the items stored or used on the patios and decks in order to present a good appearance to the entire Condominium. The Declarant will require and later the Board may also require that window coverings visible from the exterior of the Buildings be of a uniform color and style.

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11.9 Insurance

The Unit Owners shall not permit anything to be done or kept in the Units or in the Common or Limited Common Elements which will increase the fire insurance premiums thereon or result in the cancellation of such insurance on any Unit or any part of the Common or Limited Common Elements, without the consent of the Board or pursuant to rules and regulations adopted thereby.

11.10 Signs

No sign of any kind shall be displayed to the public view on or from any Unit or from the Common or Limited Common Elements without the consent of the Board or pursuant to rules and regulations adopted thereby; provided, that this section shall not apply to sales activities of Declarant permitted pursuant to Section 1.28 and 11.4 above.

11.11 Pets

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

11.12 Offensive Activity

No noxious or offensive activity shall be carried on in any Unit or on the Common or Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners, or which would be in violation of any laws.

11.13 Units

A Unit Owner:

11.13.1 May make any improvements or alterations to the Unit 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;

11.13.2 May not change the appearance of the Common Elements or the exterior appearance of a Unit without the prior permission of the Board;

11.13.3 After acquiring an adjoining Unit or an adjoining part of an adjoining Unit may, with approval of the Board, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not adversely affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not a relocation of boundaries. The Board shall approve a Unit Owner's request, which request shall include the Plans and specifications for the proposed removal or alteration, under this subsection within thirty (30) days, unless the proposed alteration does not comply with the Act or this Declaration or impairs the structural integrity or mechanical or electrical systems in the Condominium. The failure of the Board to act upon a request within such period shall be deemed approval thereof.

11.14 Alterations of Common and Limited Common Elements

The Common and Limited Common Elements shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board, subject to the rights of Mortgagees set forth in SECTION 21.

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11.15 Bylaws and Rules and Regulations

The Association may from time to time adopt reasonable additional provisions in the Bylaws or in the rules and regulations of the Association as may be necessary or advisable to ensure compliance with or to supplement the foregoing covenants, conditions and restrictions, and the Unit Owners shall comply in all respects therewith.

SECTION 12 - COMPLIANCE WITH DECLARATION

12.1 Enforcement

Failure of any Unit Owner to comply strictly with the provisions of this Declaration and with the Bylaws and rules and regulations of the Association, as they may be lawfully amended from time to time, and with all decisions of the Board or the Association adopted pursuant to this Declaration and the Bylaws and administrative rules and regulations shall be grounds for an action against the noncomplying Unit Owner to recover sums due for damages, or for injunctive relief, or both, maintainable by the Board acting through its officers on behalf of the Unit Owners, or by any aggrieved Unit Owner on his own.

12.2 No Waiver of Strict Performance

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the Bylaws or rules and regulations, or to exercise any right or option contained in said documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, which shall remain in full force and effect. The receipt by the Board of any Assessment from a Unit Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for by the Board. This Section also extends to Declarant or Declarant's managing agent, exercising the powers of the Board during the period of Declarant Control of the Association and the Condominium development.

SECTION 13- OWNERS' ASSOCIATION

The Association shall be a nonprofit corporation. The rights and duties of the members and of such corporation shall be governed by the provisions of the Act and of this Declaration. The Association may use the name "Somerset Condominium Association," or such other names as may be selected by the Board.

13.1 Membership

Each Unit Owner shall automatically become a member of the Association and shall be subject to its Bylaws and such rules and regulations as may from time to time be adopted by the Association. The membership shall be appurtenant to and nonseverable from the Ownership of each Unit. The membership shall automatically pass to the succeeding Unit Owner with the conveyance of each Unit.

13.2 Voting

13.2.1 Number of Votes. For the purposes of determining voting rights under the Act and with respect to the administration of Somerset Condominium, through the Association, the total voting power of all Units shall be equal to the number of Units then in the Condominium. At the time this Declaration is recorded, that number is sixteen (16). Whenever the approval of a stated percentage of the Unit Owners is required in this Declaration or the Bylaws, unless expressly stated otherwise, the percentage shall be determined by reference to the voting power of the Units as defined above.

13.2.2 Person Authorized to Vote. There shall be one (1) voting representative for each Unit. The voting representative shall be designated by the Unit Owner or Owners of each Unit by written notice to the Board and need not be a Unit Owner. The designation may be revoked at any time by the Unit Owner or Owners by written notice to the Board, and the death or judicially declared incompetence of the Unit Owner shall revoke

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the designation, provided that such designation shall not be effective until the Board has been notified thereof. The powers of designation and revocation may be exercised by the guardian, trustee, personal representative, administrator or executor of a Unit Owner or his estate. Where no designation is made, or where a designation has been made, but is revoked and no new designations have been made, the voting power of each Unit shall be the group composed of all of its Owners; and the Association may recognize the vote of any one or more of such Owners present in person or by proxy at any meetings of the Association as the vote of all such Owners. If there is more than one such Owner and they do not vote unanimously, the Association may divide the vote in accordance with their respective interests if they shall agree thereon or have furnished sufficient written evidence thereof. Otherwise, the vote for that Unit may be disregarded by the Board. For purposes of electing members of the Board, the Unit Owners may use cumulative voting.

13.2.3 **Ownership of More Than One Unit.** If a person shall own more than one Unit, he shall be entitled to exercise the votes for the combined total of all Units owned. Declarant, and any person acquiring under or by virtue of the deed of trust referred to in SECTION 21, shall be entitled to the same voting privileges as other Unit Owners, until all Units owned by Declarant are sold.

13.2.4 **Quorum.** A quorum of Unit Owners at any annual or special meeting of the Association shall be the presence, in person or by proxy, of persons holding twenty-five percent (25%) or more of the total votes, unless otherwise expressly provided herein. If a quorum is present at any such meeting, any action may be taken by an affirmative vote of a majority of the total votes present at the meeting, except as otherwise expressly provided in the Act, this Declaration, or the Bylaws.

13.3 Bylaws

Declarant, on behalf of the Temporary Board, shall adopt the initial Bylaws of the Association to provide for the administration of the Property and the organization of the Association, consistent with this Declaration and the Act. The Bylaws shall designate the time and specify the procedures for the holding of annual and special meetings of the Association and may specify other procedures applicable to the organization and administration of the Association. The Bylaws may be amended by Declarant, on behalf of the Temporary Board, at any time prior to the replacement of the Temporary Board by the Board pursuant to Section 13.4.3. Thereafter, the Bylaws may be amended in whole or in part, by a vote of Unit Owners accounting for not less than sixty percent (60%) of the total votes at a meeting of the Association duly held for that purpose. Written notice of the time, place and purpose of such meeting shall be delivered in person or mailed to each Unit Owner at least ten (10) days prior to the date of such meeting.

13.4 Management of the Association by the Board

The Association shall be administered and managed by a Board of three (3) persons who shall serve during the interim period described below, and thereafter as established by the Bylaws.

13.4.1 **Temporary Board of Directors.** Declarant may, at such time as it deems appropriate, appoint a Board of three (3) persons who need not be Unit Owners. The Board (and Declarant, until the Board is appointed) shall exercise the rights, duties and functions of the Board as set forth in this Declaration until the entire Board is elected by the Unit Owners pursuant to Section 13.4.3.

13.4.2 **Election After Sale of Units.** Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than a Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board must be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board must be elected by Unit Owners other than Declarant.

13.4.3 **Election of Complete Board.** Within thirty (30) days after the termination of any period of Declarant Control, the Unit Owners shall elect a Board of at least five (5) directors, at least a majority of

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whom must be Unit Owners. The Board shall elect the officers of the Association. Such directors and officers shall take office upon this election.

13.4.4 **Removal of Directors.** During the period of Declarant Control, Declarant may remove any director appointed by Declarant at any time and for any reason. The Unit Owners, by a two-thirds (2/3) vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any director with or without cause, except for a director appointed by Declarant. Declarant may not remove any director elected by the Unit Owners. Prior to the termination of the period of Declarant Control, the Unit Owners, other than Declarant, may remove any director elected by the Unit Owners by a two-thirds (2/3) vote.

13.4.5 **Term.** The term of office of each director shall be two (2) years, with two (2) directors being elected at each annual meeting during even-numbered years, and three (3) directors being elected at each annual meeting during odd-numbered years. At the special meeting called for the purpose of electing the directors, pursuant to Section 13.4.3 of this Declaration, the three (3) directors so elected shall, by lot, determine which shall have one (1) or two (2) year terms, to stagger the expiration dates of the terms of the appropriate number of directors. Any director may be elected to serve for an additional term or terms.

13.4.6 **Quorum.** A majority of the members of the Board shall constitute a quorum. The Board shall act by majority vote of those present at its meetings where a quorum exists. Meetings shall be called, held and conducted in accordance with the Bylaws.

13.4.7 **Officers.** The Board shall elect a president of the Association from among members of the Board, who shall hold office for one (1) year, or until his successor is elected, and shall preside over both the meetings of the Board and those of the Association. The Board shall also elect a secretary and treasurer, who shall hold office for one (1) year or until their successors are elected. Any officer of the Association may be reelected by the Board for any number of successive terms.

13.4.8 **Employment of Manager.** The Board may, to the extent it deems advisable, employ a person or firm to manage Somerfield Condominium, as well as such other persons as are necessary in its opinion for the proper operation thereof; provided, that the employment of a person or firm to manage Somerfield, shall be under a written contract for a term not in excess of one (1) year and shall permit the Board to revoke the same without cause and without payment of a termination fee, upon no more than thirty (30) days notice.

13.4.9 **Standard of Care.** Except as provided in this Declaration and the Bylaws, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise: (a) if appointed by Declarant, the care required of fiduciaries of the Unit Owners; or (b) if elected by the Unit Owners, ordinary and reasonable care.

13.4.10 **Limitations of Board Authority.** The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners, to terminate the Condominium, to elect members of the Board, or to determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to Section 13.4.3 of this Declaration. The Board may, however, fill vacancies in its membership for the unexpired portion of any term.

13.5 Authority of the Association.

The Association, acting by and through the Board, its officers, manager or other duly authorized agents or representatives, may:

13.5.1 Adopt and amend Bylaws, rules and regulations;

13.5.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;

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13.5.3 Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;

13.5.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium subject to the terms of Section 13.6;

13.5.5 Make contracts and incur liabilities;

13.5.6 Regulate the use, maintenance, repair, replacement, and modification of Common Elements and contract with third parties to accomplish these objectives;

13.5.7 Cause additional improvements to be made as a part of the Common Elements provided that any improvements in excess of ten thousand dollars (\$10,000) must be approved by a majority of the Unit Owners;

13.5.8 Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to the Act;

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

13.5.10 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in SECTION 7 of this Declaration, and for services provided to Unit Owners:

13.5.11 Impose and collect charges for late payment of Assessments pursuant to Section 14.2.10 of this Declaration, and after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Unit Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

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

13.5.13 Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

13.5.14 Assign its right to future income, including the right to receive Common Expense Assessments, but only to the extent the Declaration provides;

13.5.15 Exercise any other powers conferred by the Declaration or Bylaws;

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

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

13.6 Association Litigation

13.6.1 Legal Proceedings. The term "Legal Proceedings" as used herein shall include litigation, administrative, mediation, arbitration or other proceedings in the name of the Association on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium.

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13.6.2 Scope. The provisions of this Section 13.6.2 shall not apply to Legal Proceedings wherein the Association could incur in the aggregate not more than Five Thousand Dollars (\$5,000.00) in fees and costs (including fees for attorneys, experts, witnesses, investigations and other costs of suit) or Legal Proceedings which involve any of the following:

- (a) Collection of delinquent regular or special Assessments, the enforcement of any Assessment lien, and interest and penalties in connection therewith;
- (b) Collection of monies owed to the Association, or recovery of damages caused to the Association or Condominium (or any part thereof), when the principal amount to be recovered involves less than Twenty-Five Thousand Dollars (\$25,000.00);
- (c) Enforcement of the provisions of the Declaration, Articles, Bylaws or rules and regulations of the Association;
- (d) Defense of a claim against the Association, when the principal amount to be recovered involves less than twenty-five thousand dollars (\$25,000.00); or
- (e) The filing of a complaint, answer or other pleading for the limited purpose of satisfying a statute of limitation deadline, avoiding entry of a default order or judgment, or preventing personal injury or serious harm to the Condominium (if such purpose is certified in good faith by the Association's attorney), but except for this limited purpose the other conditions of Section 13.6 must be satisfied.

13.6.3 Conditions for Participation in Legal Proceedings. In order for the Association to institute, defend, or intervene in Legal Proceedings, and in order for the Association to become obligated in the aggregate sum in excess of Five Thousand Dollars (\$5,000.00), to professionals, consultants or other experts in connection with Legal Proceedings, the following conditions must first be satisfied:

(a) The Board shall request that the opposing party or parties make a written demand or settlement offer,

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

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

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(d) The Board shall call a special meeting of the Unit Owners as provided in this Declaration and the Bylaws to authorize the Association to institute, defend, or intervene in Legal Proceedings. Written notice of the special meeting shall include a copy of the Litigation Summary, and notice of the Unit Owner's right of access to the Books and Records of the Association as provided in Section 16.2. Written notice of the special meeting shall also be given to the Declarant at least ten (10) days prior to such meeting. The Declarant and its representatives shall be entitled to attend such meeting and participate on a non-voting basis.

(e) The Unit Owners holding seventy-five percent (75%) of the total Association voting power must authorize the Association to institute, defend or intervene in Legal Proceedings; provided that under no circumstances may Legal Proceedings be commenced against Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) with respect to any alleged construction defect or other condition which Declarant has agreed in writing to remedy and is proceeding with reasonable due diligence to do so.

SECTION 14 - COMMON EXPENSES - ASSESSMENTS

14.1 Prior to Initial Assessment

Until the Association makes a Common Expense Assessment, Declarant shall pay all Common Expenses.

14.2 Assessments and Budget for Common Expenses

14.2.1 Annual Budget of Common Expenses. Prior to the sale of the first Unit by Declarant, and thereafter within sixty (60) days prior to the beginning of each fiscal year, the Board (or Declarant, prior to the appointment or election of the Board) shall estimate the Common Expenses which it anticipates will be incurred during the forthcoming fiscal year, and determine the monthly Assessments and any Special Assessments to be paid during such year. The Board shall establish the dates for the fiscal year consistent with the needs of the Association. The Board shall also make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operations. The determination and collection of Assessments for any initial partial year of operation of Somerfield Condominium, may be made by Declarant or the Board at any reasonable time. The initial Assessments for all Units shall commence on the date of the closing of the sale of the first Unit conveyed by Declarant herein. If at any time during the budget year the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Unit Owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners.

14.2.2 Approval of Budget. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Unit Owners of Units to which a majority of the votes in the Association are allocated, or any larger percentage specified in the Declaration, reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

14.2.3 Assessments. The Board may also, from time to time, impose such Special Assessments as may be determined by the Board, subject to the restrictions in this Declaration and the Bylaws.

14.2.4 Initial Payment for Working Capital. Declarant shall collect from each Purchaser an amount equal to at least two (2) months' Assessments at the time of the first conveyance of each Unit to establish a sufficient initial working capital fund. This initial payment into the fund shall be in addition to the Assessment for the first month which each Purchaser of a Unit from Declarant will pay at the time of closing of the sale. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of

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closing of the sale of each Unit and maintained in a separate account segregated from all other funds of the Association for the use and benefit of the Association. The purpose of the fund is to ensure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payments of regular Assessments. Declarant shall deposit a sum equal to at least two (2) months' Assessments in the working capital fund for each existing but unsold Unit within sixty (60) days after conveyance of the first Unit. Thereafter, at the time of the conveyance of each Unit, Declarant shall be reimbursed for the working capital deposit for that Unit from the funds collected from the Purchaser.

14.2.5 Liability for Assessment Payments. All Common Expenses shall be assessed against all Units according to the following formula: fifty percent (50%) of the total budget shall be on a per capita basis to all Units (i.e., divided by the number of Units then in the Condominium), and fifty percent (50%) of the total budget shall be based on the relative interests in the Common Elements set forth in Appendix C. Assessments to pay a judgment against the Association resulting from a foreclosure of a lien against the Association shall be made only against the Units in the Condominium at the time the judgment was entered in proportion to their allocated *Common Expense Liabilities at the time the judgment was entered.* To the extent that any Common Expense is caused by the misconduct of any Unit Owner(s), the Association may assess that expense against that Unit(s).

14.2.5.1 Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Owner(s) of the Unit(s) to which that Limited Common Element is assigned, in equal shares.

14.2.5.2 Any Common Expense or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Unit(s) benefited.

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

14.2.7 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making assessments; provided, that in all events assessments shall commence on a date within sixty (60) days of the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Unit Owners other than Declarant or an affiliate of Declarant. Until the Association makes an assessment, the Declarant shall pay all Common Expenses. After any assessment has been made by the Association, assessments must be made against all Units, based on a budget adopted by the Association; provided, until a date within sixty (60) days after the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Unit Owners other than Declarant or an affiliate of Declarant: (a) the Board (whether appointed by Declarant or elected by Unit Owners) may elect not to collect monthly assessments calculated as provided in Section 14.2.1 and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating, and insuring the Common Elements; or (b) the Declarant may elect to pay all or certain of such actual costs and have Unit Owners pay a pro rata share (based on each Unit Owner's Allocated Interest) of the remainder of such costs.

14.2.8 Payment by Mortgagees. Subject to Section 15.2, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be *Common Expenses collectible from all the Unit Owners, including such Mortgagee or other Purchaser of such Unit.* Foreclosure of a Mortgage does not relieve the prior Unit Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

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14.2.9 *Security Deposit.* From time to time, the Board may, at its sole discretion, require a Unit Owner to make and maintain a security deposit not in excess of three (3) months estimated monthly Assessments, which may be collected as are other Assessments. Such deposit shall be held in a separate fund, credited to such Unit Owner, and resort may be had thereto at any time when such Owner is fifteen (15) days or more delinquent in paying his monthly or other Assessments.

14.2.10 *Interest, Late Charges, Expenses and Attorneys' Fees.* As part of its collection of delinquent Assessments, the Association shall be entitled to recover interest for the period of delinquency, late charges, expenses of collection, and attorneys' fees incurred by the Association whether or not a suit is commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

14.2.10.1 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. 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.

14.2.10.2 The Association may impose a late charge in an amount not exceeding twenty-five percent (25%) of any unpaid Assessment or charge which had remained delinquent for more than fifteen (15) days.

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

14.3 Surplus Funds.

Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves shall, in the discretion of the Board, either be paid to the Unit Owners in proportion to their Common Expense Liabilities or credited to them to reduce their future Common Expense Assessments.

SECTION 15 - LIENS FOR ASSESSMENTS

15.1 Lien in Favor of Association

The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due. Fees, late charges, fines, and interest charged by the Association are enforceable as Assessments and are subject to the Association's lien on said Unit. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment is due.

15.2 Priority of Association Lien

15.2.1 *General Priority.* The lien of the Association under this Section shall be prior to all other liens and encumbrances on a Unit, except: (a) Liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; or (c) liens for Real Property taxes and other governmental Assessments or charges against the Unit.

15.2.2 Priority Over Mortgages Encumbering Individual Units.

15.2.2.1 If the Association elects to foreclose its lien under Section 15.5 of this Declaration, the lien shall also be prior to the Mortgages described in Section 15.2.1(b) of this Declaration to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to this Declaration which would have become due, in the absence of acceleration, during the six (6) 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 a trustee's sale in a nonjudicial

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foreclosure by a Mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract.

15.2.2.2 The priority of the Association's lien against Units encumbered by a Mortgage held by an *Eligible Mortgagee* or by a *first Mortgagee* which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three (3) months if and to the extent its foreclosure includes delinquencies which relate to a period after such holder becomes an *Eligible Mortgagee* or has given such notice and before the Association gives the holder a written notice of the delinquency.

15.2.2.3 This subsection 15.2.2 does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

15.3 Recording Not Required

Recording of this Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this Section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the Real Property records of Snohomish County. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 15.2.2 of this Declaration.

15.4 Limitation on Enforcement

A lien for unpaid Assessments is extinguished unless legal proceedings to enforce the lien are instituted within three (3) years after the amount of the Assessments sought to be recovered becomes due.

15.5 Enforcement of Lien

15.5.1 The lien arising under this Section may be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.12 RCW or nonjudicially in the manner set forth in Chapter 61.24 RCW 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 *Chicago Title Insurance Company* or its successors and 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.

15.5.2 The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale, whether judicial or non-judicial, and to acquire, hold, lease, mortgage, or convey the Unit to a third party. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit the Association from accepting a deed in lieu of foreclosure from the Owner of the Unit subject to the lien.

15.6 Appointment of Receiver

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Unit Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it to a reasonable standard for rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. A receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

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15.7 Personal Liability of Unit Owners

In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Unit Owner or Unit Owners of the Unit to which the same are assessed as of the time the Assessment is due. 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.

15.8 Certificate of Assessment

The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee of a Unit a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

SECTION 16 - ASSOCIATION ACCOUNTS AND RECORDS

16.1 Bank Accounts

The Association shall maintain four (4) separate bank accounts, one each for general account, reserve fund, insurance reserve account, and working capital account.

16.1.1 General Account. All Assessment payments shall be deposited in the general account and thereafter distributed to other accounts or paid out for current expenses.

16.1.2 Reserve Account. Any reserve funds of the Association shall be kept in a segregated account. Any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two (2) persons who are officers or directors of the Association.

16.1.3 Insurance Reserve Account. Each month the Board shall first deposit in the insurance reserve account that portion of the Common Expense Assessments necessary to pay at least one-twelfth (1/12) of the total cost of all of the insurance coverage then in effect pursuant to SECTION 18. Such insurance reserve account shall be held separately and inviolate until utilized for payment of such premiums.

16.1.4 Working Capital Account. This account shall contain the funds paid to the Association pursuant to Section 14.2.4, and said funds shall be used for the purposes set forth therein.

16.1.5 No Commingling: The funds of the Association shall not be commingled with the funds of any other association, nor with the funds of any officer, director or manager of the Association or any other person responsible for the custody of such funds.

16.2 Books and Records of the Association

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

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

(b) Minute books, including all minutes, of all Unit 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;

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- (d) All reports, documents, communications or written instruments pertaining to the personal property of the Association or the Condominium (or any part thereof);
- (e) All reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement or condition of the Condominium (or any part thereof);
- (f) All insurance policies or copies thereof for the Condominium (or any part thereof) and Association;
- (g) Copies of any certificates of occupancy that may have been issued for the Condominium (or any part thereof);
- (h) Any other permits or notices issued by governmental bodies applicable to the Condominium (or any part thereof) in force or issued;
- (i) All written warranties that are still in effect for the Condominium (or any part thereof) or any other areas or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;
- (j) A roster of Unit 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 Unit 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 Unit 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, Unit Owners or the Condominium (or any part thereof).

16.3 Financial Records

The Board shall keep complete and accurate books and records of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, together with any additional information which may from time to time be designated by the Board. Such books and records and the vouchers authorizing payments shall be available for examination by the Unit Owners, their Mortgagees, agents or attorneys, at any reasonable time or times. All books and records shall be kept in accordance with good accounting procedures.

16.3.1 Records for Resale Certificates. The Association shall keep financial records sufficiently detailed to enable the Association to comply with requests for resale certificates pursuant to RCW 64.34.425.

16.3.2 Financial Statements and Audits.

16.3.2.1 At least one (1) copy of the annual financial statements shall be furnished to each Unit Owner and any Mortgagee requesting the same within sixty (60) days following the end of the fiscal year covered thereby or as soon thereafter as the statement shall be completed.

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16.3.2.2 An annual audit shall be made of the records and accounts of the Association.

SECTION 17 - DECLARANT CONTROL OF THE ASSOCIATION AND TRANSFER TO UNIT OWNERS

17.1 Declarant Control

Subject to Section 13.4, Declarant may control the Association, and, acting alone, appoint and remove the officers and members of the Board until the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than a Declarant; (b) two (2) years after the last conveyance or transfer of record of a Unit except as security for a debt; (c) two (2) years after any Development Right to add new Units was last exercised; or (d) the date on which Declarant records an amendment to the Declaration pursuant to which Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of that period pursuant to (a), (b) and (c) of this Section, but in that event Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

17.2 Transfer of Control of Association

Within sixty (60) days after termination of the period of Declarant Control pursuant to Section 17.1 of this Declaration, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by Declarant, including, but not limited to:

17.2.1 The original or a photocopy of the recorded Declaration and each recorded amendment to the Declaration;

17.2.2 The Certificate of Incorporation and a copy or duplicate original of the Articles of Incorporation of the Association as filed with the Secretary of State;

17.2.3 The Bylaws of the Association;

17.2.4 The minute books, including all minutes, and other books and records of the Association;

17.2.5 Any rules and regulations that have been adopted;

17.2.6 Resignations of officers and members of the Board who are required to resign because Declarant is required to relinquish control of the Association;

17.2.7 The financial records, including canceled checks, bank statements, and financial statements of the Association, and source documents from the time of incorporation of the Association through the date of transfer of control to the Unit Owners;

17.2.8 Association funds or the control of the funds of the Association;

17.2.9 All tangible personal property of the Association, if any, represented by Declarant to be the property of the Association, or ostensibly the property of the Association, and an inventory of the property;

17.2.10 Except for alterations to a Unit done by a Unit Owner other than Declarant, a copy of Declarant's Plans and specifications utilized in the construction or remodeling of the Condominium, with a certificate of Declarant or a licensed architect or engineer that the Plans and specifications represent, to the best of their knowledge and belief, the actual Plans and specifications utilized by Declarant in the construction or remodeling of the Condominium;

17.2.11 Insurance policies or copies thereof for the Condominium and Association;

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17.2.12 Copies of any certificate(s) of occupancy that may have been issued for the Condominium;

17.2.13 Any other permits issued by governmental bodies applicable to the Condominium in force or issued within one (1) year before the date of transfer of control to the Unit Owners;

17.2.14 All written warranties that are still in effect for the Common Elements, or any other areas or facilities which the Association has the responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners' manuals or instructions furnished to Declarant with respect to installed equipment or Building systems;

17.2.15 A roster of Unit Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on Declarant's records and the date of closing of the first sale of each Unit sold by Declarant;

17.2.16 Any leases of the Common Elements and other leases to which the Association is a party;

17.2.17 Any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

17.2.18 All other contracts to which the Association is then a party.

17.3 Audit of Records Transferred

Upon the transfer of control to the Unit Owners, the records of the Association shall be audited as of the date of transfer by an independent Certified Public Accountant in accordance with generally accepted auditing standards unless the Unit Owners, other than Declarant, by two-thirds (2/3) vote elect to waive the audit. The cost of the audit shall be a Common Expense unless otherwise provided in the Declaration. The accountant performing the audit shall examine supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine if Declarant was charged for and paid the proper amount of Assessments.

SECTION 18 - INSURANCE

18.1 Insurance Coverage Provided by the Association

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

18.1.1 Property Insurance. Fire insurance, with extended coverage endorsements, in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation, but less any other deductions which the Board may find reasonable after consultation with insurance consultants), covering the Units and Common and Limited Common Elements, and including all equipment, improvements, and betterments in a Unit installed by Declarant or the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The full insurable replacement value, exclusive of the value of Real Property, excavations, foundations, and other items normally excluded from property policies of property insurance, shall be reviewed and adjusted as necessary at each renewal date.

18.1.2 Liability Insurance. General comprehensive liability insurance, including medical payments insurance, insuring the Unit Owners, the Association, the Board, Declarant, and such others as may be designated by the Board against liability to the public or to the Unit Owners, and their invitees, guests, or tenants, incident to the ownership or use of the Units and Common and Limited Common Elements (including but not limited to owned and nonowned automobile liability) with coverage limits determined by the Board, but not less

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than \$1,000,000 for personal injuries and deaths arising out of a single occurrence, and \$50,000 (per accident) for property damage. Each such policy shall contain a Severability of Interest Endorsement or its equivalent which would preclude the insurer from denying a claim of the negligent acts or omissions of the Association or another Unit Owner. Each such policy shall contain protection against water damage liability, liability for nonowned and hired automobiles, liability for the property of others and any other coverage which may, from time to time, be required by regulations of the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Housing Authority (FHA), Veterans Administration (VA), Government National Mortgage Association (GNMA), or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as it may be a Mortgagee or Unit Owner within the project, except to the extent such coverage is not available or has been waived by such agency.

18.1.3 Worker's compensation insurance to the extent required by applicable laws.

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

18.1.5 Insurance coverage, in such amounts as the Board may in its discretion determine, to indemnify the directors, officers and agents of the Association pursuant to Section 22.3.

18.1.6 Such other insurance as the Board deems advisable.

18.2 Insurance Ratings

All insurance shall be obtained from an insurance carrier or carriers rated Class B or better general policyholder's rating by "Best's Key Rating Guide" or equivalent rating service, and licensed to do business in the State of Washington, or from Lloyd's of London. The Board shall have the insurance coverage reviewed by the insurance consultants of the Association not less often than once every year with respect to the adequacy of the policy limits and coverage.

18.3 Notices to Unit Owners Regarding Availability of Insurance Contracts

If the insurance described in this Section is not reasonably available, the Association promptly shall send notice of that fact to be hand-delivered or sent prepaid by first class United States mail to all Unit Owners, to each Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

18.4 Special Policy Requirements

Insurance policies carried pursuant to Section 18.1.1 shall provide that:

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

18.4.2 The insurer waives its right to subrogation under the policy against any Unit Owner, and any member of the Unit Owner's household;

18.4.3 No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

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

18.4.5 The insurer shall not be relieved from liability for loss occurring while the hazard to such Building(s) is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board, the Unit Owners or any other persons acting under authority of any of them;

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18.4.6 The policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Board and every other person in interest who shall have requested such notice of the insurer;

18.4.7 The policy contains a cross-liability endorsement wherein the rights of an insured party under the policy or policies shall not be prejudiced as respects actions against another insured party thereunder, or other equivalent coverage in cases of liability of the Association or Unit Owners to other Unit Owners; and

18.4.8 The policy contains a standard mortgagee clause which shall:

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

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

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

18.5 Unit Owner's Additional Insurance

Each Unit Owner may, at his own expense, obtain additional insurance covering his Unit. However, no Unit Owner shall be entitled to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all of the Unit Owners, would otherwise realize under any insurance policy which the Board may have in force at any particular time. Each Unit Owner shall notify the Board of all improvements made by the Unit Owner to his Unit, if the value thereof is in excess of One Thousand Dollars (\$1,000). Any Unit Owner who obtains individual insurance policies covering any portion of Somerfield Condominium, other than personal property belonging to such Unit Owner, shall file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board may review its effect with the Association's insurance consultants.

18.6 Insurance Proceeds

Insurance proceeds for damage or destruction to any part of the Property shall be paid to an insurance trustee designated by the Board, on behalf of the Association, which shall segregate such proceeds from other funds of the Association for use and payment as provided for in SECTION 19. The Association, acting through the Board, shall have the authority to settle and compromise any claim under insurance obtained by the Association and the insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy; provided, however, that no provision of this Declaration shall entitle any Unit Owner or any other party in priority over the Mortgagee of that Unit with respect to the distribution of any insurance proceeds. Subject to the provisions of Section 19.1, 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.

SECTION 19 - DAMAGE OR DESTRUCTION - REPAIR AND RECONSTRUCTION

19.1 Initial Board Determinations

In the event of damage or destruction to any part of the Property, the Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, make the following determinations with respect thereto employing such advice as the Board deems advisable:

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

19.1.2 An estimate of the cost to repair and reconstruct the damage and destruction, which estimate shall, if practicable, be based upon two (2) or more firm bids obtained from responsible contractors.

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

19.1.4 The amount, if any, that the estimated cost of repair and reconstruction will exceed the anticipated insurance proceeds, and the amount of any Special Assessment which will be necessary in such event.

19.1.5 The Board's recommendations as to whether such damage or destruction should be repaired or reconstructed.

19.2 Notice of Damage or Destruction

The Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, provide each Unit Owner and each Mortgagee with a written notice summarizing the initial Board determinations made under Section 19.1. If the Board fails to do so within said thirty (30) days, then any Unit Owner or Mortgagee may make the determinations required under Section 19.1 and give the notice required under this Section.

19.3 Definitions

As used in this Section, the words "repair," "reconstruct," "rebuild" or "restore" mean restoring the Building, the Common and Limited Common Elements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means or construction may be made. As used in this SECTION 19, the term "emergency work" means that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Unit Owners from liability from the condition of the site.

19.4 Reconstruction

19.4.1 Unless prior to the commencement of repair and reconstruction work (other than emergency work) the Unit Owners shall have decided not to repair and reconstruct in accordance with the provisions of either Section 19.5.3 or 19.6.3, the Board shall promptly repair and reconstruct the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and reconstruction in excess of insurance proceeds secured as a Common Expense which shall be specially assessed against all Units in proportion to their allocated undivided interests in the Common Elements.

19.4.2 The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to accomplish the repair and reconstruction. The Board may, in its discretion, authorize the insurance carrier involved to proceed with the repair and reconstruction.

19.5 Limited Damage - Assessment Under \$3,500

If the amount of the estimated Assessment determined under Section 19.1.4 does not exceed Three Thousand Five Hundred Dollars (\$3,500) for any one (1) Unit, the following provisions shall apply:

19.5.1 Either the Board or a requisite number of Unit Owners, within fifteen (15) days after the notice required under Section 19.2 has been given, may, but shall not be required to, call a special meeting of the Association to consider such repair and reconstruction.

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19.5.2 Except for emergency work, no repair or reconstruction shall commence until after said fifteen (15) day period and until after the conclusion of said special meeting if such meeting is called within said fifteen (15) days.

19.5.3 A unanimous decision of the Unit Owners shall be required to avoid the provisions of subsection 19.4.1 and to determine not to repair and rebuild the damage and destruction; provided, that the failure of the Board or the Unit Owners within said fifteen (15) day period to call for said special meeting shall be conclusively deemed a unanimous decision to undertake such work.

19.6 Major Damage - Assessment Over \$3,500

If the amount of the estimated Assessment determined under Section 19.1.4 exceeds Three Thousand Five Hundred Dollars (\$3,500) for any one (1) Unit, the following provisions shall apply:

19.6.1 The Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, call a special meeting of the Association to consider repair and reconstruction of such damage or destruction. If the Board fails to do so within said thirty (30) day period, then any Unit Owner or Mortgagee may convene and conduct the meeting required under this Section.

19.6.2 Except for emergency work, no repair or reconstruction shall commence until the conclusion of the special meeting of the Association required under subsection 19.6.1.

19.6.3 A concurring vote of eighty percent (80%) or more of the total voting power will be required to avoid the provision of Section 19.4.1 and to determine not to repair or reconstruct the damage or destruction; provided, that failure of the Board, the Unit Owners, or Mortgagees to convene the special meeting required under Section 19.6.1 within thirty (30) days after the date of damage or destruction shall be deemed a unanimous decision not to undertake such repair and reconstruction.

19.7 Decision Not to Restore - Disposition

In the event of a decision under either subsection 19.5.3 or 19.6.3 not to repair or reconstruct damage or destruction, the Board may nevertheless expend such of the insurance proceeds and Common Expense funds as the Board deems reasonably necessary for emergency work (which emergency work may include, but is not necessarily limited to, removal of the damaged or destroyed Building, and clearing, filling and grading the Real Property), and any remaining funds and the Property shall thereafter be held and distributed as follows: (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interest may appear, in proportion to their allocated undivided interests of all the Units in the Common Elements. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned pursuant to SECTION 20 of the Declaration, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Section 19.1 of this Declaration governs the distribution of insurance proceeds if the Condominium is terminated.

19.8 Miscellaneous

The provisions of this Section shall constitute the procedure by which a determination is made by the Unit Owners to repair or reconstruct as provided in the Act. By accepting an interest in the Property, each Unit Owner and party claiming by, through, or under such Unit Owner hereby consents and agrees to the provisions hereof. In the event that any provision of this Section shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this

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Declaration. The purpose of this Section shall be to provide a fair and equitable method of allocating the costs of repair and reconstruction and making a determination for repair and reconstruction, if all or a portion of the improvements are damaged or destroyed, and the provisions hereof shall be liberally construed to accomplish such purpose.

SECTION 20 - CONDEMNATION

20.1 Total Condemnation or Taking 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 the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken as described in this Section shall thereafter be a Common Element.

20.2 Partial Condemnation or Taking of a Unit

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. Upon acquisition, unless the decree otherwise provides: (a) that Unit's allocated undivided interest shall be reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration; and (b) the portion of the Allocated Interests divested from the partially acquired Unit shall be 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 Interest.

20.3 Partial Condemnation or Taking of Common Elements

If part of the Common Elements is acquired by condemnation, the portion of the award attributable to the Common Elements taken shall be paid to the Board, which shall use the award to repair and reconstruct the damage done to the remaining Common Elements, and the remaining sum shall be treated as surplus funds under Section 14.3 of this Declaration.

20.4 Power of Attorney

Each Unit Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceeding and negotiations, settlements and agreements with the condemning authority for acquisition of all or part of any Common Elements, 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 its right to act pursuant to this Section, the affected Unit Owners may individually or jointly act on their own behalves.

SECTION 21 - MORTGAGEE PROTECTION

21.1 Liability for Past Due Assessments.

The liens created under this Declaration upon any Unit for Assessments in favor of the Association shall be subject to the rights of the Mortgagee in the case of any indebtedness secured by Mortgages made in good faith and for value of the Unit or of all or a part of the Property which extend to the Unit, subject to the provisions of Section 15.2.2 of this Declaration. Where a Mortgagee or other Purchaser obtains possession of a Unit as a result of judicial or non-judicial foreclosure, such possessor and his successors and assigns shall not be liable for the share of the Common Expenses or Assessments due prior to such possession. To the extent there are unpaid

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Assessments for Common Expenses after foreclosure of any Mortgage as described in this Section, the unpaid Assessments shall be an additional Common Expense collectible from all of the Unit Owners, including the foreclosing Mortgagee, its successor or assignee.

21.2 Option to Pay Past Due Assessments.

Unless otherwise prohibited by law, any Mortgagee may pay any unpaid Common Expenses payable with respect to the Unit on which he has a Mortgage, and upon such payment the Mortgagee shall have a lien on the Unit for the amounts paid of the same rank as the lien of his encumbrance.

21.3 Abandonment or Change of Condominium Status - Use of Hazard Insurance.

Except for consequences provided by the Act for certain situations involving damage or destruction, or in cases of condemnation effected by judicial action, neither the Association nor the Board, nor the Unit Owners shall, without prior written approval of sixty-seven percent (67%) of all first priority institutional lenders; seek by act or omission to abandon or terminate the condominium status of the property; partition or subdivide any Unit; seek to abandon, partition, subdivide, encumber, or sell the Common Elements (but easements or grants to public utilities or governmental agencies, or for utility or public purposes, are permitted if they are required or if they are consistent with the use of the property for purposes of this Condominium); use hazard insurance proceeds from losses to any part of the Property for other than repair, restoration, rebuilding, reconstruction, or replacement of the Property; or seek to change the single family residential or related uses as defined and limited in this Declaration to which any Unit of the Common Elements is restricted.

21.4 Additional Rights and Privileges of Mortgagees.

Each Mortgagee shall be entitled to the following rights and privileges upon written request to the Association:

21.4.1 In the event a Unit Owner has pledged his vote to a Mortgagee, to cast the vote pursuant to the authority given under the terms of the pledge involved; provided, however, that a Unit Owner may only pledge his vote to a Mortgagee during the period of a pending foreclosure.

21.4.2 To receive written notice contemporaneously with notice sent to the Unit Owner at the address designated by the Mortgagee of:

- (a) All annual or special meetings of the Association;
- (b) Any default by the Unit Owner in the performance of any obligations under this Declaration, the Bylaws or the Act which is not cured within thirty (30) days;
- (c) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Mortgagee holds the Mortgage;
- (d) Any condemnation or eminent domain proceeding affecting the Property;
- (e) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (f) All other matters for which the Unit Owner is entitled to written notice under the terms of this Declaration, the Bylaws, the Act, or other applicable laws, ordinances or administrative rules and regulations.

The notices required under subparagraphs 21.4.2(a) and (b) shall be given to the Mortgagee on or before the time or times that comparable notices are to be given to the Unit Owners.

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21.4.3 To examine the Books and Records of the Association and to be given a copy of the annual financial statement and report of the Association, as provided in Section 16.3.2. If no audited statement is required by Section 16.3.2, the Mortgagee may have an audited statement prepared at its own expense.

21.4.4 To be given the endorsements of insurance policies and the notices, and to exercise all other rights and privileges with respect to insurance matters which are specified in SECTION 18 for the benefit of Mortgagees.

21.4.5 To be permitted to designate a representative to attend all meetings of the Association.

21.5 Termination of Professional Management

The prior written approval of fifty-one percent (51%) of all institutional holders of a first Mortgage on Units in Somerfield Condominium, including all Mortgagees which have previously required professional management, shall be required before any decision by the Association to terminate professional management and to assume self-management.

21.6 Amendments of Declaration and Bylaws

Notwithstanding any other provision contained in this Declaration, no amendment of this Section or of any other provision of this Declaration or of the Bylaws shall affect the rights of the holder of any Mortgage recorded prior to the recordation of such amendment, unless the holder shall have consented to such amendment in writing.

SECTION 22 - LIMITATION OF LIABILITY

22.1 Liability for Utility Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to SECTION 18, neither the Association, the Board, the Declarant, nor the managing agent exercising the powers of the Board shall be liable for: (a) any failure of any utility or other service to be obtained and paid for by the Board; (b) for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may lead or flow from outside or from any parts of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; or (c) from inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

22.2 No Personal Liability

So long as a Board member, Association committee member, Association officer, Declarant, or Declarant's managing agent exercising the powers of the Board, has acted in good faith within the applicable standard of care set forth in Section 13.4.9, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any Unit Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to SECTION 18.

22.3 Indemnification of Board Members

Each Board member, Association committee member, Association officer, Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Unit Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are

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incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

SECTION 23 - EASEMENTS

23.1 In General

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

23.2 Storm Water Detention System

The storm water detention system and appurtenances may be physically located within a Phase which has not yet been made part of this Condominium. The Owners of all Units which have been added to the Condominium shall have a perpetual easement to use the storm water detention system for its intended purpose. Said easement shall continue to exist even if the Phase(s) upon which the storm water detention facilities are located are not added to the Condominium and the Property is withdrawn from the Condominium.

23.3 Authority

The Board, on behalf of the Association and all Unit Owners, shall have authority to grant utility and similar easements under, through or over the Common Elements, which easements the Board determines are reasonably necessary for the ongoing development and operation of the Property.

23.4 Association Functions

There are hereby reserved to the Association (and to Declarant prior to the transfer of Declarant Control pursuant to Section 17.2) a reasonable right of entry to any Unit or Limited Common Element to perform the proper maintenance of the Property, and such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, the Bylaws, and the Act.

23.5 Encroachments

Each Unit and all Common and Limited Common Elements are hereby declared to have easements over all adjoining Units and Common and Limited Common Elements for the purpose of accommodating and maintaining any encroachment due to engineering errors, errors in original construction, settlement or shifting of the Building, or any other similar cause, and any encroachment due to Building overhang or projection; provided, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful act or acts with full knowledge of said Unit Owner. In the event a Unit or any Common or Limited Common Element is partially or totally destroyed, and subsequently repaired or reconstructed, minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and there shall be valid easements for the maintenance of said encroachments so long as they shall

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exist. Said encroachments, if any, and resulting easements, shall not be construed as encumbrances affecting the marketability of title to any Unit.

SECTION 24 - SUBDIVIDING OR COMBINING UNITS - BOUNDARY RELOCATION

Subdivision, combining and relocation of the boundary between any Unit or Units, are authorized as follows:

24.1 Subdividing or Combining

24.1.1 Procedure. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units and appurtenant Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendments to this Declaration and to the Survey Map and Plans covering such subdividing or combining, to the Board. Upon written approval of such proposal by the Board and fifty-one percent (51%) of Eligible Mortgagees, and of all Eligible Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Unit Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium.

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

24.2 Relocation of Boundaries

Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty (30) days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit Owners, contains words of conveyance between them, and is recorded in the name of the grantor and grantee.

24.3 Costs

All costs of subdivision, combination or relocation of a boundary between Units shall be born by the Unit Owner(s) proposing the subdivision, combination or relocation of a boundary, whether or not said subdivision, combination or relocation of a boundary is approved.

24.4 Recording

In the event of subdivision, combination or relocation of a boundary pursuant to this Section, the Association shall obtain and record an amendment to the Survey Maps and Plans with the requirements of RCW 64.34.232(4) and the Declaration necessary to show the altered boundaries between adjoining Units, their dimensions and identifying numbers.

SECTION 25- AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS

25.1 Approval of Unit Owners

Except in cases of amendments which may be made by Declarant, under RCW 64.34.232(6) or RCW 64.34.236, the Association under RCW 64.34.060, 64.34.220(5), 64.34.228(3), 64.34.244(1), 64.34.248, or

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64.34.268(8), or certain Unit Owners under RCW 64.34.228(2), 64.34.244(1), 64.34.248(2), or Section 25.4 below, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

25.2 Execution of Amendment

Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association and without any other signature.

25.3 Recording

Every amendment to the Declaration must be recorded in each County in which any portion of the Condominium is located, and is effective only upon recording.

25.4 Exceptions

Except to the extent expressly permitted or required by the Act and as set forth in this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated excluding the votes allocated to Declarant or such larger percentage as this Declaration provides.

25.5 Special Declarant's Rights

No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any Real Property subject thereto, excluding Mortgagees of Units owned by persons other than Declarant.

25.6 Limitation of Action

No action to challenge the validity of an amendment adopted pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

25.7 Approval by Mortgagees

Notwithstanding any of the foregoing, fifty-one percent (51%) of all Mortgagees who have requested notification of amendments must give prior written approval to any material amendment to the Declaration, including any of the following:

25.7.1 Voting rights;

25.7.2 Assessments, Assessment liens and subordination of such liens;

25.7.3 Reserves for maintenance, repair and replacement of Common Elements;

25.7.4 Insurance or fidelity bonds;

25.7.5 Responsibility for maintenance and repair;

25.7.6 Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the Condominium;

25.7.7 The boundaries of any Unit;

25.7.8 Reallocation of interest in the Common or Limited Common Elements, or rights to their use;

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- 25.7.9 Convertibility of Units into Common Elements or of Common Elements into Units;
- 25.7.10 Leasing of Units other than as set forth in this Declaration;
- 25.7.11 Imposition of any restrictions on the right of a Unit Owner to sell or transfer his Unit;
- 25.7.12 Decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
- 25.7.13 Restoration or repair (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration, the Act, or the Bylaws;
- 25.7.14 Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- 25.7.15 Any provisions which are for the express benefit of Mortgage holders, Eligible Mortgagees or eligible insurers or guarantors of first Mortgages on Units.

An Eligible Mortgagee who receives prior written notice of a proposed material amendment and who does not deliver to the requesting party a negative response within thirty (30) days of receipt of such notice shall be deemed to have consented to such amendment.

25.8 Amendments by Declarant

In addition to the foregoing, Declarant may amend this Declaration and the Survey Map and Plans without the consent or approval of the Board or the Unit Owners, as follows:

25.8.1 To add additional Units or Real Property to the Condominium pursuant to the exercise of Declarant's Development Rights and Special Declarant's Rights created in this Declaration;

25.8.2 To withdraw Real Property from the Condominium pursuant to the exercise of Declarant's Development Rights and Special Declarant's Rights created in this Declaration;

25.8.3 To correct or revise the boundaries or descriptions of the Building, Units, and/or Common Elements to reflect their locations as built;

25.8.4 To make such reasonable changes as may from time to time be required by a Mortgagee; provided, that any such changes shall not affect the allocation of undivided interest in the Common Elements or materially and adversely affect the rights of the Unit Owners or other Mortgagees; or

25.8.5 To commemorate the exercise of Development Rights and Special Declarant Rights pursuant to this Declaration.

If any Unit is financed through the Veteran's Administration, neither the Declaration nor the Survey Map and Plans shall be amended without the prior written consent of the Veterans' Administration until the Board has been elected pursuant to Section 13.4.3.

SECTION 26 - TERMINATION OF CONDOMINIUM

26.1 Approval by Unit Owners

Except in the case of a taking of all the Units by condemnation, the Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated.

26.2 Termination Agreement

An agreement to terminate must be evidenced by the execution of a termination agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The termination agreement must

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specify a date after which the agreement will be void unless it is recorded before that date and shall contain a description of the manner in which the creditors of the Association will be paid or provided for. A termination agreement and all ratifications thereof must be recorded in Snohomish County and is effective only upon recording. A termination agreement may be amended by complying with all of the requirements of this Section and the Act.

26.3 Sale of Common Elements and Units

A termination agreement may provide that all the Common Elements and Units of the Condominium shall be sold following termination. If, pursuant to the agreement, any Real Property in the Condominium is to be sold following termination, the termination agreement must set forth the minimum terms of the sale.

26.4 Ownership after Termination

The Association, on behalf of the Unit Owners, may contract for the sale of Real Property in the Condominium, but the contract is not binding on the Unit Owners until approved pursuant to Sections 26.1 and 26.2. If any Real Property in the Condominium is to be sold following termination, title to that Real Property, upon termination, vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association shall continue in existence with all powers it had before termination. Proceeds of the sale must be distributed to Unit Owners and lien holders as their interests may appear, in proportion to the respective interests of Unit Owners as provided in Section 26.7 below. Unless otherwise specified in the termination agreement, as long as the Association holds title to the Real Property, each Unit Owner and the Unit Owner's successors in interest have an exclusive right to occupancy of the portion of the Real Property that formerly constituted the Owner's Unit. During the period of that occupancy, each Unit Owner and the Owner's successors in interest shall remain liable for all Assessments and other obligations imposed on Unit Owners by the Act or this Declaration.

26.5 Tenancy in Common

If the Real Property constituting the Condominium is not to be sold following termination, title to all the Real Property in the Condominium vests in the Unit Owners upon termination as tenants-in-common in proportion to their respective interests as provided in Section 26.7, and liens on the Units shall attach accordingly. While the tenancy in common exists, each Unit Owner and the Unit Owner's successors in interest have an exclusive right to occupancy of the portion of the Real Property that formerly constituted the Owner's Unit.

26.6 Payment to Creditors

Following termination of the Condominium, the proceeds of any sale of Real Property, together with the assets of the Association, are held by the Association as trustee for Unit Owners and holders of liens on the Units and creditors of the Association as their interests may appear. No such proceeds or assets may be disbursed to the Unit Owners until all of the creditors of the Association have been paid or provided for. Following termination, creditors of the Association holding liens on the Units, which were recorded or perfected under RCW 4.64.020 before termination, may enforce those liens in the same manner as any such lien holder.

26.7 Division of Ownership after Termination

The respective interests of Unit Owners after termination are as follows:

26.7.1 Except as provided in Section 26.7.2, the respective interests of Unit Owners are the fair market values of their Units, Limited Common Elements, and Common Element interests immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Unit Owners and shall become final unless disapproved, within thirty (30) days after distribution, by Unit Owners of Units to which twenty-five percent (25%) of the votes in the Association are allocated. In the event of disapproval of the appraisal by said Unit Owners, the Property

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shall be reappraised until there is no such disapproval. The proportion of any Unit Owner's interest to that of all Unit Owners is determined by dividing the fair market value of that Owner's Unit and Common Element interest by the total fair market values of all the Units and Common Elements.

26.7.2 If any Unit or any Limited Common Element is destroyed to the extent that an appraisal of the fair market value thereof before destruction cannot be made, the interests of all Unit Owners shall be their respective Common Element interests immediately before the termination.

26.8 Suspension of Right of Partition

The right of partition under Chapter 7.52 RCW shall be suspended and said suspension shall continue unless and until no binding obligation to sell exists three (3) months after the recording of the termination agreement, the binding sale agreement is terminated, or one (1) year after the termination agreement is recorded, whichever first occurs.

SECTION 27 - DISPUTE RESOLUTION

27.1 Policy

The Declarant, Association, Board or officers, Unit Owners, or their employees or agents and other parties subject to this Declaration each commits to cooperate in good faith and to deal fairly in performing their duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But, if a dispute arises, the parties agree to resolve it and all other disputes by the following dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if negotiation is not successful, (b) all disputes shall be resolved by binding arbitration; provided that (c) concurrently with the arbitration process, at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

27.2 Binding Arbitration

Any claim, except a claim involving an action for judicial or nonjudicial foreclosure of the Association's lien for assessments, between or among any party subject to this Declaration arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association, shall be determined by arbitration in Snohomish County commenced in accordance with RCW 7.04.060. If any party demands a total award greater than Fifty Thousand Dollars (\$50,000), including interest, attorneys' fees and costs there shall be three (3) arbitrators, otherwise there shall be a single arbitrator. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle or Everett from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator(s) shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by this SECTION 27 shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding.

27.3 Hearing - Appeal Limited

The arbitrator(s) shall hold a private hearing within ninety (90) days of the initial demand for arbitration and shall conclude the hearing within three (3) days. The arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without

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limitation. Joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award to the prevailing party or parties punitive or exemplary damages in any amount, or attorneys' fees and costs in excess of a cumulative total of Ten Thousand Dollars (\$10,000). Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision of two (2) out of three (3) arbitrators shall be final, and the judgment may be entered in any court having jurisdiction thereof.

27.4 Warranty Dispute Resolution

In the event Declarant has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the provisions of such warranty shall control over the provisions of this SECTION 27 with respect to all express and implied warranty claims (including, but without limitation, the Washington Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

SECTION 28 - COVENANTS RUNNING WITH THE LAND

The covenants, conditions, restrictions, uses, limitations and obligations contained in this Declaration shall be deemed to run with the Real Property, shall be a burden and benefit upon the Units and all other portions of the Property, shall be binding upon all persons acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns, and shall supplement the Act and be and remain effective independently of the Act, if it should for any reason or in any respect be or become inapplicable. This Declaration shall no longer apply if the Property is removed from under the Act and discontinued as a Condominium.

SECTION 29 - WAIVER

The failure of the Association, the Board of Directors, its officers or agents, or Declarant, to require in any one or more instances a strict performance of or compliance with any of the terms, covenants, conditions or restrictions contained in this Declaration, the Bylaws, or the Act, or to serve any notice or to institute any action or proceeding, shall not be construed as a waiver or release thereof, but they shall continue and remain in full force and effect. The receipt by any of said parties of any sum paid by a Unit Owner, with or without the knowledge of the breach of or failure to comply with any such provision, shall not be deemed a waiver thereof. No waiver, express or implied, of any such provision shall be effective unless made in writing pursuant to procedures specified herein, or in the Bylaws or in the Act, or if no such procedures are specified, then in writing and signed by the president of the Association pursuant to the authority contained in a resolution of the Board.

SECTION 30- ENTRY FOR REPAIRS

The Association shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for maintenance, repair, or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

SECTION 31 - NOTICES

Any notice permitted or required to be delivered under the provisions of this Declaration, the Bylaws or the Act may be delivered either personally or by mail. If delivery is by mail, any such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given in writing by such person to the Association. Notice to a Unit Owner or Owners shall be sufficient if delivered or addressed to the Unit if no other mailing address has been given the Association. Notices to be given to the

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Association may be given to the Association's Registered Agent until the Board of Directors has been elected pursuant to Section 13.4.J, and thereafter shall be given to the president or secretary of the Association.

SECTION 32- PHASED DEVELOPMENT

32.1 Development in Phases.

32.1.1 Declarant intends to develop and establish this Condominium in as many as nine (9) phases: Somerfield Condominium, which is created by recording this Declaration, and Phases 2, 3, 4, 5, 6, 7, 8 and 9. Phases 2, 3, 4 and 5 may be constructed in the future on the Real Property described on Appendix A-1. Phases 6, 7, 8 and 9 are located on Property legally described on Appendix A-2 which must be added to the Condominium pursuant to Section 9.1.3 prior to construction and establishment of said Phases. Somerfield Condominium contains sixteen (16) Units. The Phases will contain the following number of Units:

Phase No.	No. of Units
2	12
3	13
4	14
5	8
6	6
7	6
8	6
9	8

32.1.2 Section 32.6 sets forth the Development Rights and Special Declarant Rights reserved for Declarant in Phases 2, 3, 4, 5, 6, 7, 8 and 9. Future phases may be constructed in any order selected solely by Declarant. The Survey Map and Plans, filed simultaneously herewith, depict a survey of the surface of the location of the Buildings, the plans of the Buildings, showing the vertical and horizontal boundaries of each Unit in Somerfield Condominium, the location of each Unit, and the number and dimensions of each Unit. The provisions regarding the Condominium shall be effective immediately to establish Somerfield (including the Real Property and all Units, Buildings and other improvements constructed thereon) as a Condominium under the Act. No provisions regarding each future phase shall be effective to establish that phase (including the Units, Buildings and improvements constructed on the Real Property) as part of the Condominium under the Act until Declarant records an amendment to the Declaration for a future phase (and an amendment to the Survey Map and Plans, if necessary) pursuant to Section 32.1.4.

32.1.3 The Declarant expects to construct all the phases, but it is not required to construct Phases 2, 3, 4, 5, 6, 7, 8 and 9. If Phases 2, 3, 4, 5, 6, 7, 8 and/or 9 are not in fact constructed within seven (7) years from the date of the recording of this Declaration, Somerfield Condominium (or Somerfield Condominium and any combination with Phases 2, 3, 4, 5, 6, 7, 8 and/or 9) shall constitute a complete condominium, and the Real Property described for the uncompleted phase or phases shall remain within the Condominium.

32.1.4 Declarant shall execute and record an amendment to this Declaration stating that Somerfield Condominium and any future phase, and subsequently any additional future phases(s) (including the Units, Buildings and other improvements thereon), are established as a Condominium under the Act. All improvements for subsequent phases shall be substantially completed before such phase is incorporated into the Condominium. From and after the recording of said amendment, all of the Units, Buildings and other improvements located in said future phase(s) shall constitute a single condominium pursuant to the Act and the provisions of this Declaration. In conjunction with said amendment to the Declaration, an updated or revised Survey Map and Plans shall be recorded describing the Condominium and each future phase as it is constructed, including as-built certification or other matters required under the Act.

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32.1.5 All Common Elements for each phase will be utilized by Unit Owners of the next succeeding phase as it is established, and the additional Unit Owners will, after the effective date of the subsequent phase, also share in the expenses of the Common Elements in the succeeding phase. Owners in each prior phase shall utilize the Common Elements for the subsequent phase and also share in the expenses therefor.

32.2 Phase Allocation of Undivided Interests in Common Elements, Liability for Common Expenses and Votes in the Association

32.2.1 After each future phase is incorporated into the Condominium, the undivided interest in the Common Elements and the liability for Common Expenses for each Unit shall be as stated in the Amendment to this Declaration recorded by Declarant, provided that the allocation of undivided interests shall be in accordance with the ratio of the square footage in each Unit compared with the total of the square footage in all the Units then incorporated into the Condominium.

32.2.2 In all matters relating to the Association, each Unit shall be entitled to one (1) vote and all votes shall be of equal weight.

32.3 Easement for Phased Developments

In addition to the general easements reserved by the Act and by reference in other sections of this Declaration, there is reserved a nonexclusive easement in favor of the Declarant and Declarant's successors and assigns, over and across the Condominium and, for ingress and egress, and over and across easements, roadways and utility lines specified or established in and for the Condominium for the benefit of all future phases. This reserved easement shall entitle Declarant and Declarant's successors and assigns, for development of all future phases, to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all variety, and to connect with roadways or utilities systems developed and located in the completed phases of the Condominium; provided, however, that Declarant shall bear the cost of tie-ins to said utilities, and shall not tie into such utilities in a manner that impairs or significantly reduces the quality of utility service to the Units in the Condominium.

32.4 Phased Amendment

Declarant, upon Declarant's sole signature, may execute and file the amendments to the Declaration (and to the initial Survey Map and Plans, if necessary) as provided under subsection 32.1.4, said amendments to contain and depict such information and data as is necessary to establish the Units in Phases 2, 3, 4, 5, 6, 7, 8 and 9 as part of the Condominium pursuant to the Act. Such amendments shall not require the consent of any Unit Owner other than Declarant.

32.5 Liens Arising in Connection with Future Phases

At the time the amendments are made incorporating each future phase into the Condominium, no lien arising in connection with Declarant's ownership of and construction of the improvements in phases not yet incorporated into the Condominium, shall adversely affect the rights of the existing Unit Owners, or the priority of the first Mortgages on existing Units. All taxes, assessments, mechanics liens and other charges affecting the Real Property in future phases not yet incorporated into the Condominium, shall be paid or otherwise satisfactorily provided for by Declarant.

32.6 Development Rights and Special Declarant Rights Reserved by Declarant

32.6.1 The following development rights are hereby reserved for use by Declarant in each of the future phases:

32.6.1.1 Declarant may construct and establish the following number of Units in the following Phases:

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Phase No.	No. of Units
Somersfield	
Condominium	16
2	12
3	13
4	14
5	8
6	6
7	6
8	6
9	8
Total	89

Phases 6, 7, 8 and 9 are located on Property legally described on Appendix A-2, which is not part of the Real Property described on Appendix A-1. The Property described on Appendix A-2 is located adjacent to the Real Property described on Appendix A-1 and is shown on the Survey Map and Plans. If Declarant determines to construct and establish Phases 6, 7, 8 and/or 9, Declarant shall first add all or part of said Property to the Condominium pursuant to Section 9.1.3 by recording an amendment to the Declaration.

32.6.1.2 All of the Buildings and Units shall be substantially the same architecture and substantially the same exterior finishes as the Units in Somersfield Condominium.

32.6.1.3 Declarant at any time and for any reason may elect not to incorporate all or some of the subsequent Phases into the Condominium and elect not to record the amendments provided in this Section. To effectuate the foregoing, Declarant, upon his sole signature and without further consent of the Association or any of the other Owners being required, may file such amendment to this Declaration and to the Survey Map and Plans as is necessary to withdraw the Property within such subsequent Phases (and improvements constructed thereon) from the provisions of this Declaration and to relinquish Declarant's rights under this Section. In the event Declarant exercises its rights under this Section to withdraw Property within such subsequent Phases (and improvements thereon), from the provisions of this Declaration, or if the Declarant's right to add Phases expires pursuant to Section 32.6.1.4, then: the Phases in fact made a part of the Condominium shall thereafter continue to constitute a complete, fully operational Condominium; Property within such subsequent Phases (and improvements thereon) may be used for any other lawful purpose in Declarant's discretion; and the easements provided for in Section 32.6.2.3 and Section 8.3 shall continue for the benefit of land within such subsequent Phases and Declarant, and Declarant's successors and assigns, for the development and utilization of Property within such subsequent Phases.

32.6.1.4 Declarant shall have seven (7) years from the date of recording of this Declaration to add Phases 2, 3, 4, 5, 6, 7, 8 and/or 9 and to construct the additional Units pursuant to Section 32.6.1.1.

32.6.2 The following Special Declarant Rights are hereby reserved for use by Declarant in Phases 2, 3, 4, 5, 6, 7, 8 and 9:

32.6.2.1 Declarant may complete the improvements indicated on the Survey Map and Plans for the respective phases, and as described in this Declaration;

32.6.2.2 Declarant may maintain a sales office, management office, signs advertising the Units for sale, and models on the Property until all Units are sold;

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32.6.2.3 Declarant may use easements through the Common Elements as may be reasonably necessary for the purposes of discharging Declarant's obligations or exercising the Development Rights and Special Declarant Rights or making improvements within the Condominium and in Phases 2, 3, 4, 5, 6, 7, 8 and 9; and

32.6.2.4 Declarant shall execute and record an amendment to this Declaration and an amendment to the Survey Map and Plans to reflect the construction of the Buildings and Units referred to in Section 32.6.1.1. No signature other than Declarant's shall be required on any such amendment. Upon the recordation of each such amendment, the Units described therein shall be incorporated into the Condominium and shall thereafter share in the ownership of the Common Elements, the liability for common expenses, and shall have the right to vote in matters of the Association as set forth in SECTION 10.

32.7 Binding Effect

The provisions of this SECTION 32 shall constitute irrevocable covenants running with all phases and shall be irrevocably binding upon Declarant, and its successors and assigns, with respect to all phases.

SECTION 33 - SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

SECTION 34 - INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purposes to create a uniform plan for the development and operation of the property as a Condominium project under the Act.

SECTION 35 - EFFECTIVE DATE

This Declaration shall take effect upon recording with the Snohomish County Recorder.

SECTION 36 - SURVEY MAP AND PLANS

The Survey Map and Plans referred to herein were filed with the Recorder of Snohomish County, Washington, simultaneously with the recording of this Declaration under Snohomish County Recorder's No. 200102015003, in Volume of Condominiums, pages through

SECTION 37 - INFLATIONARY INCREASES IN DOLLAR LIMITS

The dollar limits specified in this Declaration may, in the discretion of the Board, be increased proportionately to adjust for any inflation in the value of the dollar by the Consumer Price Index for all Urban Consumers (1982 - 1984 = 100 (semi-annual)) specified for "All Items," relating to Seattle-Tacoma-Bremerton, Washington and issued by the Bureau of Labor Statistics of the United States Department of Labor, or any successor index. If the index for Seattle-Tacoma-Bremerton is discontinued, the National Index shall be used in this calculation. In the event the index shall hereafter be converted to a different standard reference base or otherwise revised, the increase shall be made with the use of such conversion factor, formula or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or, failing such publication, by any other nationally recognized publisher of similar statistical information. In the event the index shall cease to be published, then there shall be substituted for the index such other index as the Board deems reasonable.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 31st day of January, 2001.

DECLARANT:

VILLAGE AT LAKE STEVENS, L.L.C.,
a Washington limited liability company

By [Signature]
Jeff Mietzner, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 31 day of January, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jeff Mietzner, personally known or having presented satisfactory evidence to be a member of Village at Lake Stevens, L.L.C., a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



[Signature]
Print Name: Jo Ann Marie Pack
Notary Public in and for the
State of Washington, residing at
Kenmore
Expiration Date: 4-10-04

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**APPENDIX A-1 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of the Property is as follows:

Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.

The legal description of Phase 1 is as follows:

That portion of Lot 2 of Snohomish County Short Plat PFN97-101516SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

Commencing at the most Southwesterly corner of said Lot 2,
Thence N 89°58'40" E, along the Southerly boundary of said Lot 2;
A distance of 387.36 feet to the true point of beginning;
Thence N 00°00'01" E, a distance of 61.80 feet;
Thence N 45°00'00" W, a distance of 8.47 feet;
Thence N 00°00'01" E, a distance of 71.60 feet;
Thence N 63°45'50" E, a distance of 16.71 feet;
Thence N 00°00'01" E, a distance of 51.53 feet;
Thence N 54°28'49" W, a distance of 37.40 feet;
Thence S 87°18'32" E, a distance of 192.14 feet;
Thence N 41°59'40" E, a distance of 35.39 feet;
Thence N 89°49'57" E, a distance of 71.01 feet to the Easterly boundary of Lot 1 of said Short Plat;
Thence S 01°16'29" W, along the Easterly boundary of said Lot 1;
A distance of 8.59 feet to the Southwest corner of said Lot 1;
Thence S 89°56'12" E, along the Southerly line of said Lot 1, a distance of 43.70 feet;
Thence S 01°16'29" W, a distance of 130.05 feet;
Thence S 64°14'53" E, 174.44 feet, to a point on a curve and the Southwesterly boundary of said Lot 2;
Thence along said curve to the right having a delta of 73°26'22" and a length of 44.86 feet to a point on the Southerly boundary of said Lot 2;
Thence S 89°58'40" W along the Southerly boundary of said Lot 2, a distance of 513.71 feet to the true point of beginning;

Situate in the County of Snohomish, State of Washington.

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**APPENDIX A-2 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Property which may be added to the Condominium pursuant to Section 9.1.3 is as follows:

Lots 3 and 4 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.

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**APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phase 1)**

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1) Marketing name | Site plan name		APPROXIMATE AREA in square feet (Note 2)			PARKING		
					Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No. of cars	Limited Common Element	
									Enclosed Space(s) No(s).	Uncovered Space(s) No(s).
A	101	1	Orchid	21-A	1183	400	1583	2		
A	102	1	Orchid	21-B	1183	400	1583	2		
A	201	2	Azalea	23	1287	200	1487	1		
A	202	2	Azalea	23	1287	400	1687	2		
A	203	2	Violet	22	1010	200	1210	1		
A	204	2	Violet	22	1010		1010		5	
D	101	1	Orchid	21-B	1183	400	1583	2		
D	102	1	Orchid	21-B	1183	400	1583	2		
D	201	2	Azalea	23	1287	400	1687	2		
D	202	2	Azalea	23	1287	200	1487	1		
D	203	2	Violet	22	1010		1010		92	
D	204	2	Violet	22	1010	200	1210	1		
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1
L	2	1,2	Lily 2	LMR	1461	400	1861	2		
M	1	1,2	Lily 2	LMR	1461	400	1861	2		
M	2	1,2	Tulip 2	TMR	1439	400	1839	2		

Note 1: Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table above:

Orchid (21-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible).

Orchid (21-B): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Azalea (23): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom.

200102010311

Violet (23): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Tulip 2 (TMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Lily 2 (LMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Note 2: All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans.

Note 3: All Units have gas or electric heat.

Note 4: All Units have one (1) built-in fireplace.

Note 5: Unassigned parking spaces

Garage Parking Spaces: 6, 91

Uncovered Parking Spaces: 2, 3, 4, 7, 66, 67, 68, 73, 74, 75, 76, 90, 93

200102010311

**APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
A	101	1583	6.46
A	102	1583	6.46
A	201	1487	6.06
A	202	1687	6.88
A	203	1210	4.93
A	204	1010	4.12
D	101	1583	6.46
D	102	1583	6.46
D	201	1687	6.88
D	202	1487	6.06
D	203	1010	4.12
D	204	1210	4.93
L	1	1839	7.50
L	2	1861	7.59
M	1	1861	7.59
M	2	1839	7.50
TOTAL			100.00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the square footage of each Unit divided by the total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq.ft./total sq.ft.) x 100).

200102010311

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

200104110564

Filed at Request of:

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P.S.
10777 Main Street, Suite 300
Bellevue, Washington 98004



200104110564
04/11/2001 03:29 PM Snohomish
P.0011 RECORDED County

RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

DOCUMENT TITLE	First Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	
GRANTOR	Village at Lake Stevens, L.L.C., a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.
ASSESSOR'S PARCEL NO.	Not assigned

**FIRST AMENDMENT TO THE DECLARATION
FOR SOMERFIELD CONDOMINIUM**

Village at Lake Stevens, L.L.C., Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311 (the "Declaration").

Declarant hereby amends the Declaration as follows:

1. Pursuant to Sections 9 and 32 of the Declaration, Phase 2 is hereby added to the Condominium. Phase 2 contains twelve (12) Units all constructed on the real property described as Phase 2 on Appendix A-4 attached hereto.
2. Appendices A-1 and A-2 attached to the Declaration are hereby stricken in their entirety and new Appendices A-1, A-2, A-3 and A-4, as attached hereto, are hereby substituted in their place.
3. Appendix B attached to the Declaration is hereby stricken and the First Amended Appendix B attached hereto is hereby substituted in its place.

4. Appendix C attached to the Declaration is hereby stricken and the First Amended Appendix C attached hereto is hereby substituted in its place.

5. Simultaneously with the recording of this First Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium - Phase 2, under Snohomish County Recorder's No. 200104115009

6. Except for the matters stated in this First Amendment, all of the provisions contained in the Declaration for Somerfield Condominium remain in full force and effect. This Amendment shall be effective upon recording.

Dated this 11th day of April, 2001.

DECLARANT:

VILLAGE AT LAKE STEVENS, L.L.C., a Washington limited liability company

By [Signature]
Jeff Mietzner, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 11th day of April, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jeff Mietzner, personally known or having presented satisfactory evidence that he is a member of Village at Lake Stevens, L.L.C., a Washington limited liability company, and that he is authorized to act on behalf of said limited liability company and he executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said limited liability company for the uses and purposes stated therein, and on oath stated he is authorized to execute the said instrument on behalf of said limited liability company.

SUBSCRIBED AND SWORN to before me this 11th day of April, 2001.



[Signature]
Printed Name: Robert Thompson
Notary Public in and for the
State of Washington, residing at
Marvsville WA
Expiration Date: 5-29-04

200104110564

**APPENDIX A-1 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of the Property is as follows:

Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under
AFN 200007145003, Records of Snohomish County, Washington, situate in
Snohomish County, Washington.

Page 3 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

**APPENDIX A-2 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Property which may be added to the Condominium pursuant to Section 9.1.3 is as follows:

Lots 3 and 4 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003. Records of Snohomish County, Washington, situate in Snohomish County, Washington.

Page 4 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

**APPENDIX A-3 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 1 is as follows:

That portion of Lot 2 of Snohomish County Short Plat PFN97-101516SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

Commencing at the most Southwesterly corner of said Lot 2,
Thence N 89°58'40" E, along the Southerly boundary of said Lot 2;
A distance of 387.36 feet to the true point of beginning;
Thence N 00°00'01" E, a distance of 61.80 feet;
Thence N 45°00'00" W, a distance of 8.47 feet;
Thence N 00°00'01" E, a distance of 71.60 feet;
Thence N 63°45'50" E, a distance of 16.71 feet;
Thence N 00°00'01" E, a distance of 51.53 feet;
Thence N 54°28'49" W, a distance of 37.40 feet;
Thence S 87°18'32" E, a distance of 192.14 feet;
Thence N 41°59'40" E, a distance of 35.39 feet;
Thence N 89°49'57" E, a distance of 71.01 feet to the Easterly boundary of Lot 1
of said Short Plat;
Thence S 01°16'29" W, along the Easterly boundary of said Lot 1;
A distance of 8.59 feet to the Southwest corner of said Lot 1;
Thence S 89°56'12" E, along the Southerly line of said Lot 1, a distance of 43.70
feet;
Thence S 01°16'29" W, a distance of 130.05 feet;
Thence S 64°14'53" E, 174.44 feet, to a point on a curve and the Southwesterly
boundary of said Lot 2;
Thence along said curve to the right having a delta of 73°26'22" and a length of
44.86 feet to a point on the Southerly boundary of said Lot 2;
Thence S 89°58'40" W along the Southerly boundary of said Lot 2, a distance of
513.71 feet to the true point of beginning;

Situate in the County of Snohomish, State of Washington.

Page 5 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

**APPENDIX A-4 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 2 is as follows:

That portion of Lot 2 of Snohomish County Short Plat PPN 97-101516 SP,
recorded under Auditor's File Number 200007145003, Records of Snohomish
County, Washington, described as follows:

Beginning at the most Northeasterly corner of said Lot 2;
Thence S 01°16'29" W, along the Easterly boundary of said Lot 2;
A distance of 200.15 feet;
Thence S 89°49'57" W, a distance of 71.01 feet;
Thence S 41°59'40" W, a distance of 35.39 feet;
Thence N 84°01'32" W, a distance of 65.24 feet;
Thence S 65°18'38" W, a distance of 21.40 feet;
Thence N 87°18'32" W, a distance of 104.61 feet;
Thence N 00°00'00" W, a distance of 110.45 feet;
Thence N 35°17'38" E, a distance of 9.65 feet;
Thence N 00°06'37" W, a distance of 50.34 feet;
Thence N 68°37'49" W, a distance of 20.95 feet;
Thence S 70°12'21" W, a distance of 49.31 feet;
Thence N 14°30'21" W, a distance of 66.78 feet to the Northerly boundary of said
Lot 2;
Thence S 89°56'12" E, along the Northerly boundary of Said Lot 2,
A distance of 365.12 feet, to the Point of Beginning;

Situate in the County of Snohomish, State of Washington.

Page 6 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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**FIRST AMENDED APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phases 1 and 2)**

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA			PARKING		
					in square feet (Note 2)			Attached	Limited Common	
					Dwelling	Attached	Total	(part of Unit)	Element	
Marketing name	Site plan name	Portion	Garage		No. of cars	Enclosed Space(s) No(s).	Uncovered Space(s) No(s).			
Phase 1										
A	101	1	Orchid	21-A	1183	400	1583	2		
A	102	1	Orchid	21-B	1183	400	1583	2		
A	201	2	Azalea	23	1287	200	1487	1		
A	202	2	Azalea	23	1287	400	1687	2		
A	203	2	Violet	22	1010	200	1210	1		
A	204	2	Violet	22	1010		1010		5	
D	101	1	Orchid	21-B	1183	400	1583	2		
D	102	1	Orchid	21-B	1183	400	1583	2		
D	201	2	Azalea	23	1287	400	1687	2		
D	202	2	Azalea	23	1287	200	1487	1		
D	203	2	Violet	22	1010		1010		92	
D	204	2	Violet	22	1010	200	1210	1		
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1
L	2	1,2	Lily 2	LMR	1461	400	1861	2		
M	1	1,2	Lily 2	LMR	1461	400	1861	2		
M	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 2										
E	1	1,2	Lily 2	LMR	1461	400	1861	2		
E	2	1,2	Tulip 2	TMR	1439	400	1839	2		
F	1	1,2	Tulip 2	TMR	1439	400	1839	2		
F	2	1,2	Lily 2	LMR	1461	400	1861	2		

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BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA			PARKING		
					in square feet (Note 2)			Attached (part of Unit)	Limited Common Element	
					Dwelling Portion	Attached Garage	Total		No. of cars	Enclosed Space(s) No(s).
Phase 2 (cont.)			Marketing name	Site plan name						
H	101	1	Carnation 2	6b-B	1301		1301		46	
H	102	1	Daisy	5-A	1052		1052		44	
H	103	1	Daisy	5-A	1052		1052		56	
H	104	1	Carnation 2	6b-B	1301		1301		53, 54	
H	201	2	Carnation 2	6a	1229		1229		43	
H	202	2	Daisy	5	1052		1052		45	
H	203	2	Daisy	5	1052		1052		55	
H	204	2	Carnation 2	6a	1229		1229			58

Note 1: Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table above:

Azalea (22): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom.

Carnation 2 (6b-B & 6a): Living Room/Dining Room, Kitchen, Nook (6b-B only), Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Daisy (5 & 5-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom.

Lily 2 (LMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Orchid (21-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible).

Orchid (21-B): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Tulip 2 (TMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

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Violet (23): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Note 2: All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans.

Note 3: All Units have gas or electric heat.

Note 4: All Units have one (1) built-in fireplace.

Note 5: Unassigned parking spaces

Garage Parking Spaces: 6, 91

Uncovered Parking Spaces: 2, 3, 4, 7, 42, 48, 49, 50, 51, 52, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 73, 74, 75, 76, 90, 93

Note 6: There is no Parking Space 47.

200104110564

**FIRST AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
A	101	1583	3.84
A	102	1583	3.84
A	201	1487	3.61
A	202	1687	4.10
A	203	1210	2.94
A	204	1010	2.45
D	101	1583	3.84
D	102	1583	3.84
D	201	1687	4.10
D	202	1487	3.61
D	203	1010	2.45
D	204	1210	2.94
E	1	1861	4.52
E	2	1839	4.46
F	1	1839	4.46
F	2	1861	4.52
H	101	1301	3.16
H	102	1052	2.55
H	103	1052	2.55
H	104	1301	3.16
H	201	1229	2.99
H	202	1052	2.56
H	203	1052	2.56
H	204	1229	2.99

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BLDG.	UNIT	TOTAL AREA	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
L	1	1839	4.46
L	2	1861	4.52
M	1	1861	4.52
M	2	1839	4.46
TOTAL			100.00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the square footage of each Unit divided by the total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq.ft./total sq.ft.) x 100).

200104110564

EXHIBIT C
PUBLIC OFFERING STATEMENT
SOMERFIELD CONDOMINIUM

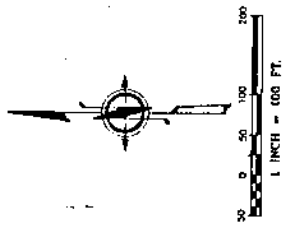
Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE I)

N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. N.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

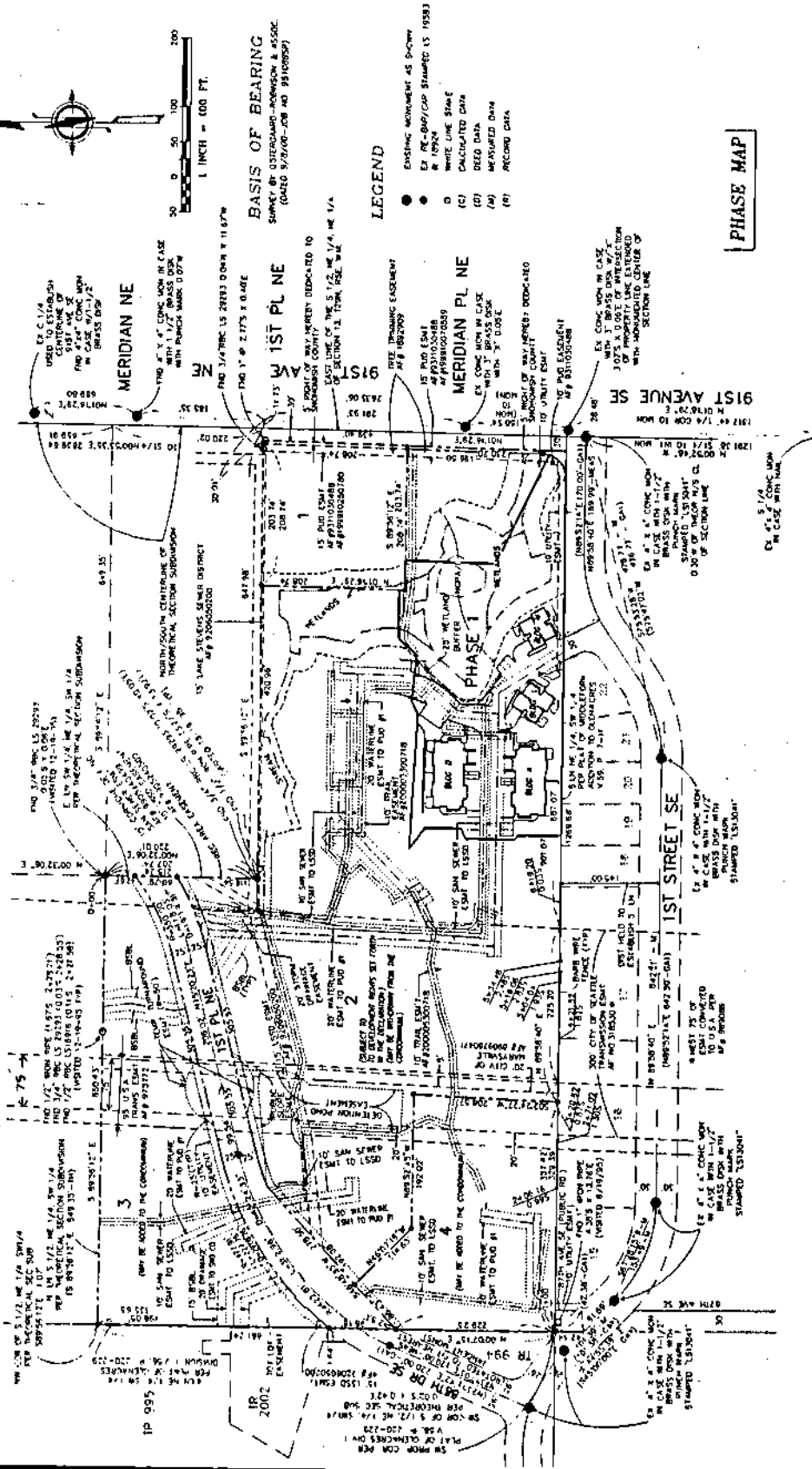
CONDOMINIUM
RECORDING NO.



BASIS OF BEARING
SURVEY BY OSTERGAARD-ANDERSON & ASSOC.
(DATE 5/29/00 - JOB NO 9510059)

LEGEND

- EXISTING MOVEMENT AS SHOWN
- EX. RE-BAR/CAP STAMPED 15 19583
- 19524
- WHITE LINE STAKE
- (C) CALCULATED DATA
- (D) DEED DATA
- (E) MEASURED DATA
- (F) RECORDED DATA



PHASE MAP

AF 200102015003

N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, N.M.

SURVEY MAP AND PLANS (PHASE I)

FOR
SOMERFIELD CONDOMINIUM

DATE	01/16/01	SCALE	N/A
SURVEY CREW	FIELD BOOK	JOB NO	2000-082
DRAWN BY	W.R.P.	FIELD BOOK	SHEET 1/4
CHECKED BY	D.G.W. JR.	AFM - 017	2/8

A.F.M. INDUSTRIES, INC.

2026 Madison Street, Suite C
Everett, WA 98203
Tel: 425-353-8650
Fax: 425-353-8659
email: afm_ind@att.net

SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly licensed Surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as recorded in my office.

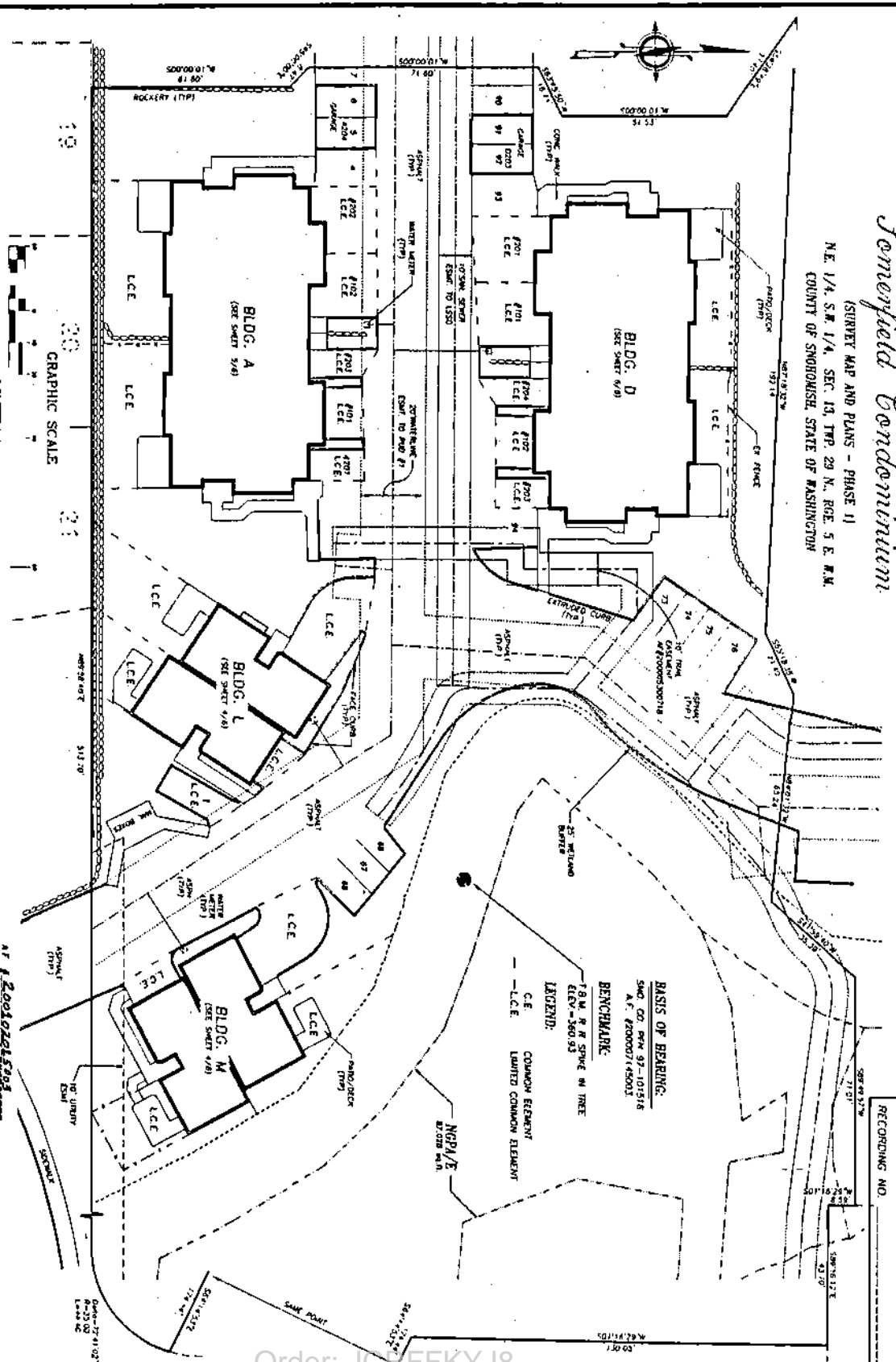


RECORDING CERTIFICATE:
This map and plans were recorded in my office on this _____ day of _____, 2001, at the request of _____.

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 1)
 NE 1/4, SW 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. N.W.
 COUNTY OF SNOHOMISH STATE OF WASHINGTON



RECORDING NO. 2000-082

BASIS OF BEARING:
 SMO. CO. P.M. 93-101518
 A.P. 2000027/45021

BENCHMARK:
 T.B.M. R.R. SPUR #4 FREE
 ELEV. = 560.93

LEGEND:
 C.E. COMMON ELEMENT
 -L.C.E. LIMITED COMMON ELEMENT

AT 2000025393
 NE 1/4, SW 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, N.W.

SURVEY MAP AND PLANS (PHASE 1)
 FOR
SOMERFIELD CONDOMINIUM

SURVEYOR'S CERTIFICATE:
 I, the undersigned, being a duly licensed Surveyor of the State of Washington, do hereby certify that I am the author of the foregoing Survey Map and Plans, and that I am a duly licensed Surveyor of the State of Washington.



RECORDING CERTIFICATE
 THIS RECORDING WAS MADE BY ME OR UNDER MY SUPERVISION ON THE DATE INDICATED HEREIN AT THE REQUEST OF THE APPLICANT.

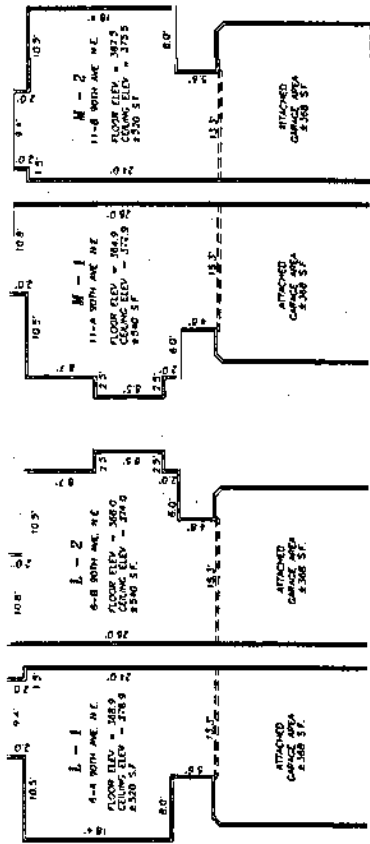
A.F.M. INDUSTRIES, INC.
 3026 Madison Street, Suite C
 Everett, WA 98203
 Tel: 425 353 8950
 Fax: 425 353 6858
 Email: afm_ind@msn.com

Drawn By:	DATE:	JOB NO.:	SCALE:
B.G.	01/18/01	2000-082	1"=20'
Checked By:	SURVEYOR:	FIELD BOOK:	SHEET:
D.G.W. Jr.	A.F.M. IND., INC.	AFM - 027	3/6

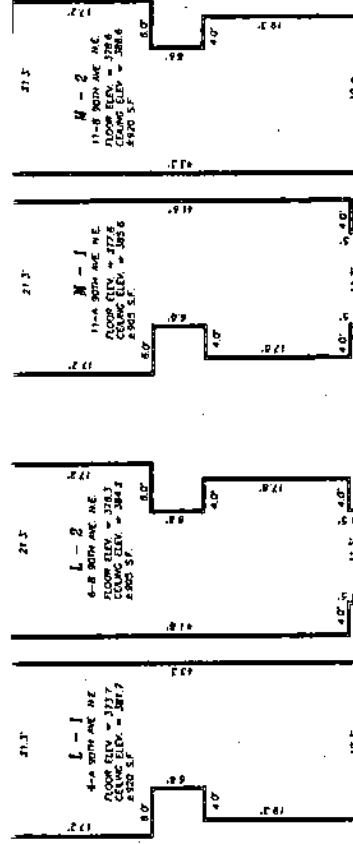
CONDOMINIUM
RECORDING NO.

Somerfield Condominium

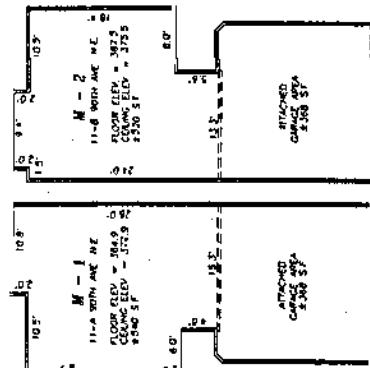
(SURVEY MAP AND PLANS - PHASE 1)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. N.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON



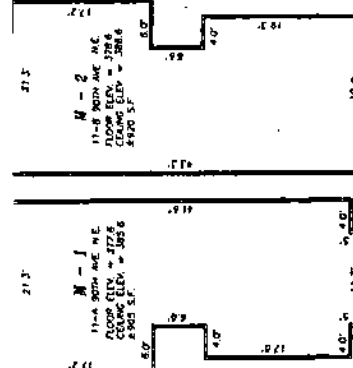
BUILDING L - FIRST LEVEL



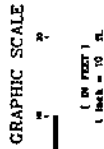
BUILDING L - SECOND LEVEL



BUILDING M - FIRST LEVEL



BUILDING M - SECOND LEVEL



NOTE:
DIMENSIONS ARE WITH 2000 BALCONY
BY 10 INCH TYP 0.07

A.F. 120010101003
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

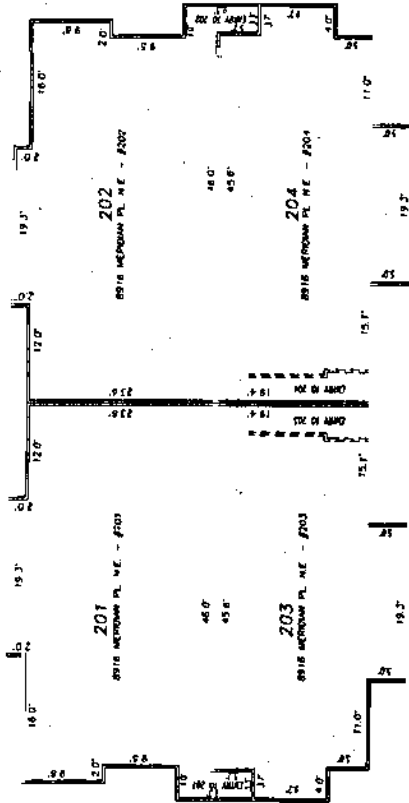
SURVEYOR'S CERTIFICATE: I, the undersigned, a duly Licensed Professional Surveyor in the State of Washington, do hereby certify that I am the author of the above described Survey Map and Plans, and that I am a duly Licensed Professional Surveyor in the State of Washington.		RECORDING CERTIFICATE: FILED FOR RECORDING THIS 12th DAY OF APRIL 2006 AT THE COUNTY CLERK'S OFFICE AT THE REQUEST OF A.F.M. INDUSTRIES, INC.	
SURVEYOR'S CERTIFICATE: I, the undersigned, a duly Licensed Professional Surveyor in the State of Washington, do hereby certify that I am the author of the above described Survey Map and Plans, and that I am a duly Licensed Professional Surveyor in the State of Washington.		RECORDING CERTIFICATE: FILED FOR RECORDING THIS 12th DAY OF APRIL 2006 AT THE COUNTY CLERK'S OFFICE AT THE REQUEST OF A.F.M. INDUSTRIES, INC.	
A.F.M. INDUSTRIES, INC. (Professional Land Surveying and Planning) 2026 Madison Street, Suite C Everett, WA 98203 Tel: 425 353 8950 Fax: 425 353 8959 email: afm_ind@man.com		SURVEY MAP AND PLANS (PHASE 1) SOMERFIELD CONDOMINIUM	
DRAWN BY: W.R.P. CHECKED BY: D.G.W. JR.	DATE: 01/16/01	JOB NO: 2000-062	SCALE: 1" = 10'
SURVEYOR: A.F.M. IND., INC.		FILE NO: 9004	SHEET OF: 4/8

Order: JCRFFKYJ8
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026
 Document not for resale
 HomeWiseDocs

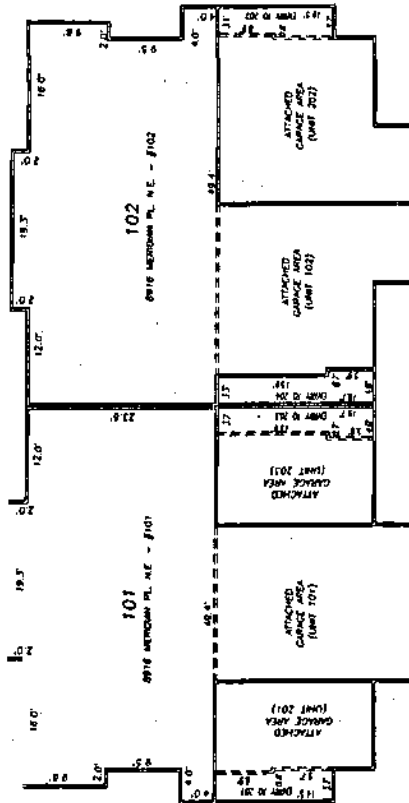
CONDOMINIUM
RECORDING NO.

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE I)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E., R.M.
COUNTY OF SHONKISH, STATE OF WASHINGTON

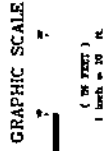


BUILDING A - SECOND LEVEL



BUILDING A - FIRST LEVEL

UNIT NUMBER	FLOOR LEVEL	UNIT SQ. FT.	FIN. FLOOR ELEVATION	CENDING HEIGHT NORMAL DROP VALUED
A101	1	1,110	383.9	6'0" 7.3
A102	1	1,110	380.1	6'0" 7.3
A001	2	1,213	364.7	6'0" 7.3
A002	2	1,213	360.5	6'0" 7.3
A003	2	948	364.7	6'0" 7.3
A004	2	948	360.9	6'0" 7.3



NOTE:
THIS SURVEY MAP AND PLANS SHALL BE USED FOR THE PURPOSES OF THE PROJECT ONLY.

AF 120012015003
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, R.M.

SURVEY MAP AND PLANS (PHASE I)

FOR
SOMERFIELD CONDOMINIUM

OWNER'S NAME	DATE	JOB NO.	SCALE
W.R.P.	01/16/01	2000-062	2" = 10'
CHECKED BY	SURVEY CREW	FIELD BOOK	1" = 4" = 1"
D.C.W. JR.	A.F.M. IND., INC.	APU - 027	5/76

A.F.M. INDUSTRIES, INC.

Professional Land Surveying and Planning
2026 Madison Street, Suite C
Everett, WA 98203
Tel: 425.353.6850
Fax: 425.353.6859
e-mail: afm_ind@msn.com

RECORDING CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED MAP AND PLANS ARE TRUE AND CORRECT AND ACCORD WITH THE RECORDS OF THE COUNTY OF SHONKISH, STATE OF WASHINGTON.



SPONSOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED MAP AND PLANS ARE TRUE AND CORRECT AND ACCORD WITH THE RECORDS OF THE COUNTY OF SHONKISH, STATE OF WASHINGTON.

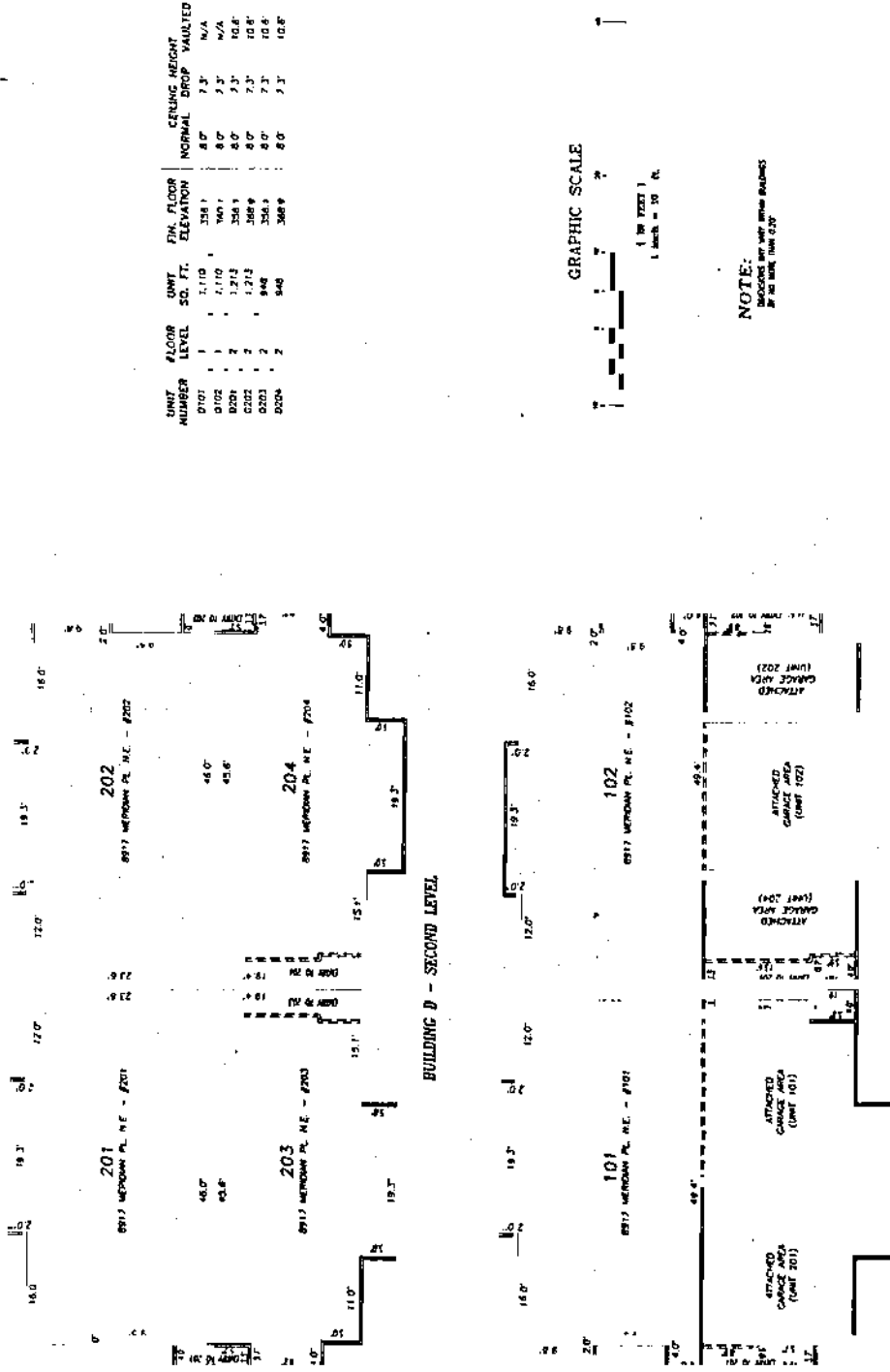
CONDOMINIUM

RECORDING NO

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 1)

N.E. 1/4, S.W. 1/4, SEC. 17, T1P. 29 N., RGE. 5 E., W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON



NOTE:
BASED ON THE SURVEY MAPS
AT THE DATE THIS SET

AT 1200102015003
N.E. 1/4, S.W. 1/4, SECTION 17, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEYOR'S CERTIFICATE
I, the undersigned, being a duly licensed Surveyor of the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as recorded in the office of the County Auditor of Snohomish County, Washington, under the name of the Somerfield Condominium.

RECORDING CERTIFICATE
I, the undersigned, being a duly licensed Surveyor of the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as recorded in the office of the County Auditor of Snohomish County, Washington, under the name of the Somerfield Condominium.

A.F.M. INDUSTRIES, INC.
2026 Medison Street, Suite C
Everett, WA 98203
Tel: 425 353 8950
Fax: 425 353 6859
Email: afm@afm-ind.com

FOR SOMERFIELD CONDOMINIUM

DESIGNED BY	M.A.P.	DATE	01/18/01	JOB NO.	2000-002	SHEET	1 - 10
CHECKED BY	D.L.W. Jr.	SURVEYOR	A.F.M. IND., INC.	FIELD BOOK	ARM - 027	SHEET	6/6

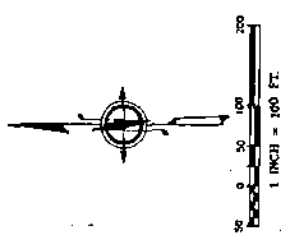
Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 2)

N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

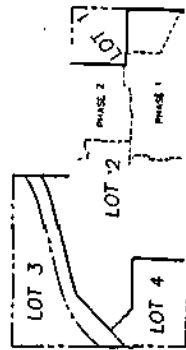
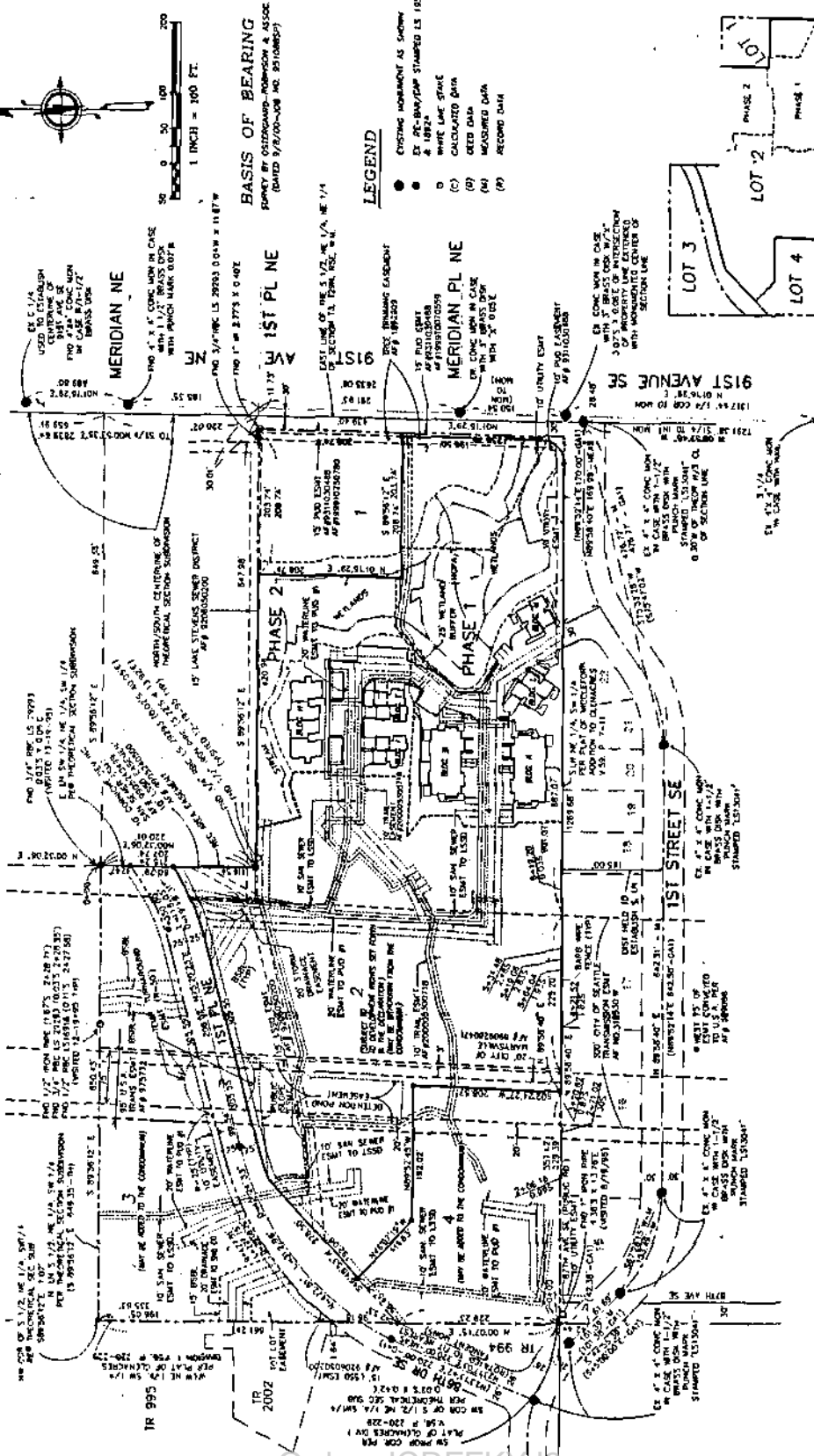
CONDOMINIUM
RECORDING NO.



BASIS OF BEARING
SPRINT SURVEYING SYSTEM & ASSOCIATE
(DATED 9/26/00-008 AND 2/10/00)

LEGEND

- EXISTING MONUMENT AS SHOWN
- EX. RE-MONUMENT STAMPED LS 15543 & 18922
- WHITE LIME STAKE
- (C) CALCULATED DATA
- (D) DEED DATA
- (M) MEASURED DATA
- (R) RECORD DATA



PHASE MAP

A.F. Industries, Inc.
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 2)

FOR
SOMERFIELD CONDOMINIUM

DATE	03/20/2001	SCALE	N/A
DRAWN BY	D.C.W. Jr.	JOB NO.	2000-062
CHECKED BY	U-GARBY	FIELD BOOK	
DRAWN BY	D.C.W. Jr.	SURVEY CREW	AFM - 030
CHECKED BY	U-GARBY	FIELD BOOK	
DRAWN BY	D.C.W. Jr.	SCALE	N/A
CHECKED BY	U-GARBY	SHEET OF	2/3

A.F.M. INDUSTRIES, INC.
2026 Madison Street, Suite C
Everett, WA 98203
Tel: 425 353 8950
Fax: 425 353 6659
email: afm_industries.com

RECORDING CERTIFICATE
FILED FOR RECORDING BY DATE OF
SUBMITTAL TO THE COUNTY CLERK
AT THE REQUEST OF MADE BY THE (OWNER)
SUBMITTER'S SIGNATURE
SUPERVISOR'S SIGNATURE
RECORDING NUMBER

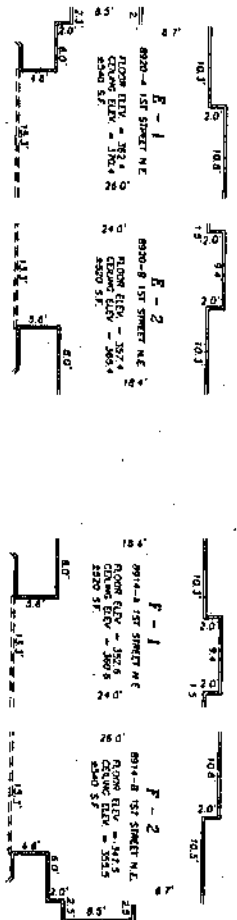
SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly qualified and licensed surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as filed in my office on the date hereon stated.
DATE
SIGNATURE
CERTIFICATE NUMBER

Order: JCRFFK108
Address: 8916 Meridian Pl NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield Condominium

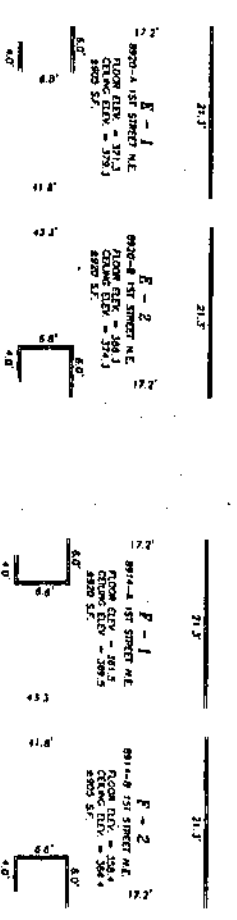
(SURVEY MAP AND PLANS - PHASE 2)
 NE 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. N.W.
 COUNTY OF SNOHOMISH, STATE OF WASHINGTON

RECORDING NO. _____
 CONDOMINIUM



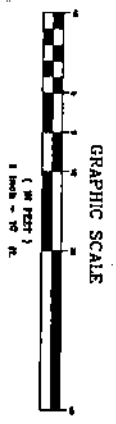
BUILDING E - FIRST LEVEL

BUILDING E - SECOND LEVEL



BUILDING F - FIRST LEVEL

BUILDING F - SECOND LEVEL



NOTE:
 DESIGNER: A.F.M. INDUSTRIES, INC.
 DATE: 04/03/01



RECORDING CERTIFICATE:
 THIS SURVEY MAP AND PLANS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SNOHOMISH, WASHINGTON, ON THIS DAY OF _____, 2000.

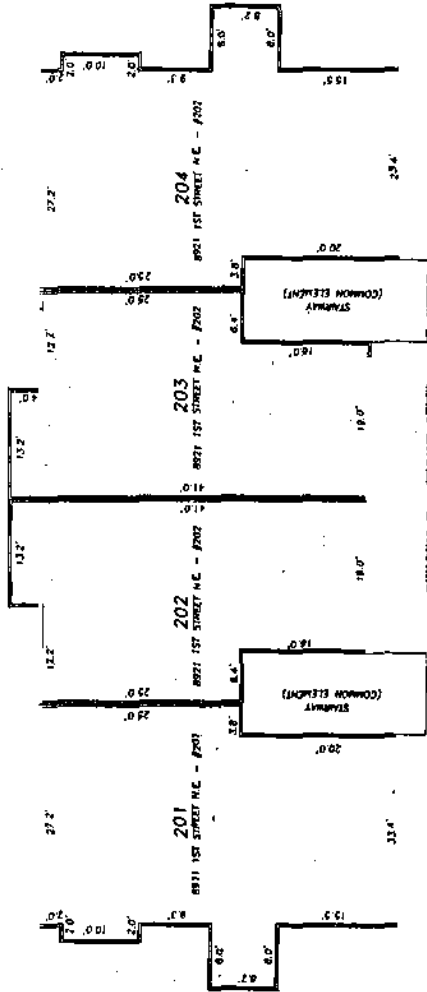
A.F.M. INDUSTRIES, INC.
 2028 Madison Street, Suite C
 Everett, WA 98203
 Tel: 425 353 8950
 Fax: 425 353 8859
 email: afm_industries.com

DATE	BY	FOR	SCALE
04/03/01	A.F.M. IND., INC.	SOMERFIELD CONDOMINIUM	1" = 10'

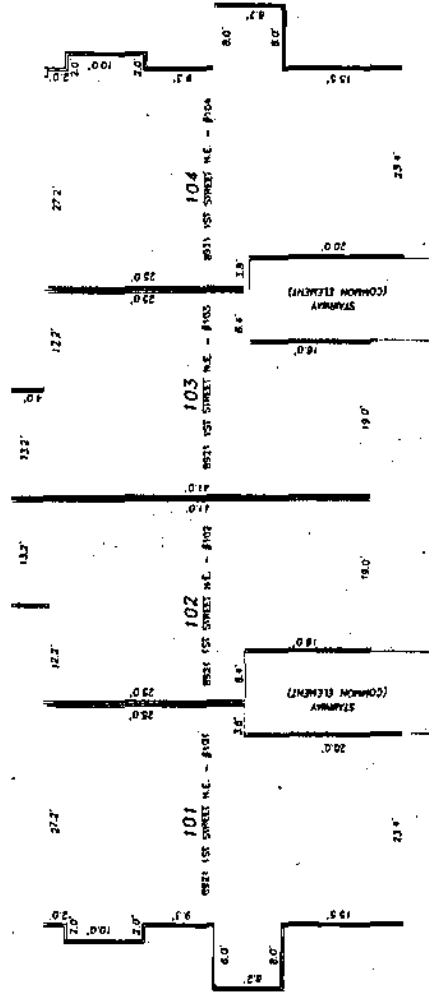
CONDOMINIUM
RECORDING NO.

Somerfield Condominium

SURVEY MAP AND PLANS - PHASE 2)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SHOSHONE, STATE OF WASHINGTON



BUILDING H - SECOND LEVEL



BUILDING H - FIRST LEVEL

UNIT NUMBER	FLOOR LEVEL	UNIT SQ. FT.	FIN. FLOOR ELEVATION	NORMAL DROIP	VAULTED CEILING HEIGHT
PH01	1	1,233	353.6	8.0'	N/A
PH02	1	994	352.8	8.0'	7.3'
PH03	1	994	352.8	8.0'	7.3'
PH04	1	2,233	352.8	8.0'	N/A
PH01	2	1,233	362.6	8.0'	7.3'
PH02	2	994	362.6	8.0'	7.3'
PH03	2	994	362.6	8.0'	7.3'
PH04	2	2,233	362.6	8.0'	7.3'



AF 200104115009
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
FOR
SOMERFIELD CONDOMINIUM
DATE: 04/03/01
JOB NO: 2000-052
SCALE: 1" = 10'
DRAWN BY: M.R.P.
CHECKED BY: SURVEY CREW
FIELD BOOK: 1-981/29
A.F.M. IND., INC. AFM - 02
D.G.M. JR.

A.F.M. INDUSTRIES, INC.
2026 Madison Street, Suite C
Everett, WA 98203
Tel: 425.353.8560
Fax: 425.353.8559
email: afm_ind@msn.com

RECORDING CERTIFICATE:
FIELD FOR RECORDING THIS SURVEY OR
UNITED RECORDING SERVICE, INC.
AT THE REQUEST OF RECORDER AND OWNER
WARRANTY/MAXIMUM
SUPT. OF RECORDS/TITLE ALBERT
REVISION NUMBER

NOTE:
RECORDING AND PLAN NUMBER
S-12-0001-0001-0001

Filed at Request of:

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P.S.
10777 Main Street, Suite 300
Bellevue, Washington 98004



200112050023
12/05/2001 09:49 AM Snohomish
P.0009 RECORDED County

RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

DOCUMENT TITLE	Third Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	
GRANTOR	Village at Lake Stevens, L.L.C., a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.
ASSESSOR'S PARCEL NO.	Not assigned

**THIRD AMENDMENT TO THE DECLARATION
FOR SOMERFIELD CONDOMINIUM**

Village at Lake Stevens, L.L.C., Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311, as amended by the First Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200104110564, and the Second Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200109100001 (collectively, the "Declaration").

Declarant hereby amends the Declaration as follows:

1. Pursuant to Sections 9 and 32 of the Declaration, Phase 4 is hereby added to the Condominium. Phase 4 contains thirteen (13) Units all constructed on the real property described as Phase 4 on Appendix A-6 attached hereto.
2. The Second Amended Appendix B is hereby stricken and the Third Amended Appendix B attached hereto is hereby substituted in its place.
3. The Second Amended Appendix C is hereby stricken and the Third Amended Appendix C attached hereto is hereby substituted in its place.
4. Simultaneously with the recording of this Third Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium - Phase 3, under Snohomish County Recorder's No. _____

**APPENDIX A-6 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 4 is as follows:

That portion of Lot 2 of Snohomish County Short Plat PFN 97-101516 SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

BEGINNING at the most Southwesterly corner of said Lot 2;
THENCE N 89°58'40" E, along the Southerly boundary of said Lot 2, a distance of 387.36 feet;
THENCE N 00°00'01" E, a distance of 61.80 feet;
THENCE N 45°00'00" W, a distance of 8.47 feet;
THENCE N 00°00'01" E, a distance of 71.60 feet;
THENCE N 63°45'50" E, a distance of 16.71 feet;
THENCE N 00°00'01" E, a distance of 51.53 feet;
THENCE N 54°28'49" W, a distance of 37.40 feet;
THENCE S 52°20'52" W, a distance of 38.44 feet;
THENCE N 47°17'20" W, a distance of 28.31 feet;
THENCE N 37°19'37" W, a distance of 36.80 feet;
THENCE N 43°27'19" W, a distance of 25.00 feet;
THENCE S 71°52'51" W, a distance of 177.30 feet;
THENCE N 89°52'45" E, a distance of 97.91 feet to the westerly boundary of Lot 2 of said Short Plat;
THENCE S 02°24'27" W, along the westerly boundary of said Lot 2, a distance of 208.57 feet to the Southwest corner of said Lot 2 and the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

**THIRD AMENDED APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phases 1, 2, 3 and 4)**

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
								Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)	Limited Common Element
			No. of cars	Enclosed Space(s) No(s).	Uncovered Space(s) No(s).					
Phase 1										
A	101	1	Orchid	21-A	1183	400	1583	2		
A	102	1	Orchid	21-B	1183	400	1583	2		
A	201	2	Azalea	23	1287	200	1487	1		
A	202	2	Azalea	23	1287	400	1687	2		
A	203	2	Violet	22	1010	200	1210	1		
A	204	2	Violet	22	1010		1010		5	
D	101	1	Orchid	21-B	1183	400	1583	2		
D	102	1	Orchid	21-B	1183	400	1583	2		
D	201	2	Azalea	23	1287	400	1687	2		
D	202	2	Azalea	23	1287	200	1487	1		
D	203	2	Violet	22	1010		1010		92	
D	204	2	Violet	22	1010	200	1210	1		
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1
L	2	1,2	Lily 2	LMR	1461	400	1861	2		
M	1	1,2	Lily 2	LMR	1461	400	1861	2		
M	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 2										
E	1	1,2	Lily 2	LMR	1461	400	1861	2		
E	2	1,2	Tulip 2	TMR	1439	400	1839	2		
F	1	1,2	Tulip 2	TMR	1439	400	1839	2		
F	2	1,2	Lily 2	LMR	1461	400	1861	2		

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No. of cars	Limited Common Element	
									Enclosed Space(s) No(s).	Uncovered Space(s) No(s).
Phase 2 (cont.)										
H	101	1	Carnation 2	6b-B	1301		1301		46	
H	102	1	Daisy	5-A	1052		1052		44	
H	103	1	Daisy	5-A	1052		1052		56	
H	104	1	Carnation 2	6b-B	1301		1301		53, 54	
H	201	2	Carnation 1	6a	1229		1229		43	
H	202	2	Daisy	5	1052		1052		45	
H	203	2	Daisy	5	1052		1052		55	
H	204	2	Carnation 1	6a	1229		1229			58
Phase 3										
G	1	1,2	Tulip 1	TMF	1303	400	1703	2		
G	2	1,2	Lily 2	LMR	1461	400	1861	2		
I	1	1,2	Lily 2	LMR	1461	400	1861	2		
I	2	1,2	Tulip 2	TMR	1439	400	1839	2		
J	101	1	Carnation 2	6b-B	1301		1301		77	
J	102	1	Daisy	5-B	1052		1052		82	
J	103	1	Daisy	5-A	1052		1052		81	
J	104	1	Carnation 1	6a-B	1229		1229		78	
J	201	2	Carnation 2	6b	1301		1301		83	
J	202	2	Daisy	5	1052		1052		79	
J	203	2	Daisy	5	1052		1052		80	
J	204	2	Carnation 1	6a	1229		1229		84	
K	1	1,2	Lily 2	LMR	1461	400	1861	2		
K	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 4										
B	101	1	Orchid	21-B	1183	400	1583	2		
B	102	1	Orchid	21-B	1183	400	1583	2		
B	201	2	Azalea	23	1287	400	1687	2		
B	202	2	Azalea	23	1287	200	1487	1		
B	203	2	Violet	22	1010		1010		6	
B	204	2	Violet	22	1010	200	1210	1		

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING				
					Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)	Limited Common Element	
										No. of cars	Enclosed Space(s) No(s).	Uncovered Space(s) No(s).
Phase 4 (cont.)												
C	100	L (Note 7)	Orchid	21-B	1183			1183		87, 88		
C	101	1	Orchid	21-B	1183	400		1583	2			
C	102	1	Orchid	21-B	1183	400		1583	2			
C	201	2	Azalea	23	1287	200		1487	1	89		
C	202	2	Azalea	23	1287	400		1687	2			
C	203	2	Violet	22	1010	200		1210	1			
C	204	2	Violet	22	1010			1010		91		

Note 1: Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table, above:

Azalea (23): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom.

Carnation 1
(6a & 6a-B): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Carnation 2
(6b & 6b-B): Living Room/Dining Room, Kitchen, Nook, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Daisy (5 & 5-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom.

Lily 2 (LMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Orchid (21-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible).

Orchid (21-B): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Tulip 1 (TMF): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Tulip 2 (TMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Violet (22): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Note 2: All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans.

Note 3: All Units have gas or electric heat.

Note 4: All Units have one (1) built-in fireplace.

Note 5: Unassigned parking spaces

Garage Parking Spaces: 32, 33

Uncovered Parking Spaces: 4, 7-14, 15-31, 34-42, 48-52, 57, 59-68, 73-76, 86, 90, 93, 94

Note 6: There are no Parking Spaces 2, 3, 47 or 85, and Parking Spaces 69-72 may be added in a subsequent phase.

Note 7: Lower level.

**THIRD AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
A	101	1583	1.99
A	102	1583	1.99
A	201	1487	1.87
A	202	1687	2.12
A	203	1210	1.52
A	204	1010	1.27
B	101	1583	1.99
B	102	1583	1.99
B	201	1687	2.12
B	202	1487	1.87
B	203	1010	1.27
B	204	1210	1.52
C	100	1183	1.48
C	101	1583	1.99
C	102	1583	1.99
C	201	1487	1.87
C	202	1687	2.12
C	203	1210	1.52
C	204	1010	1.27
D	101	1583	1.99
D	102	1583	1.99
D	201	1687	2.12
D	202	1487	1.87
D	203	1010	1.27
D	204	1210	1.52
E	1	1861	2.32
E	2	1839	2.31
F	1	1839	2.31
F	2	1861	2.32
G	1	1703	2.14
G	2	1861	2.32

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
			(Note 1)
H	101	1301	1.63
H	102	1052	1.32
H	103	1052	1.32
H	104	1301	1.63
H	201	1229	1.54
H	202	1052	1.32
H	203	1052	1.32
H	204	1229	1.54
I	1	1861	2.32
I	2	1839	2.31
J	101	1301	1.63
J	102	1052	1.32
J	103	1052	1.32
J	104	1229	1.54
J	201	1301	1.63
J	202	1052	1.32
J	203	1052	1.32
J	204	1229	1.54
K	1	1861	2.32
K	2	1839	2.31
L	1	1839	2.31
L	2	1861	2.32
M	1	1861	2.32
M	2	1839	2.31
TOTAL			100.00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the approximate square footage of each Unit divided by the approximate total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq.ft./total sq.ft.) x 100).

200202220144

Return To:

Snohomish County
Planning & Development Services
3000 Rockefeller, M/S 604
Everett, WA 98201

200202220144
02/22/2002 11:39 AM Snohomish
P.0001 RECORDED County

AFFIDAVIT OF MINOR CORRECTION TO: Somerfield Phase 3 CONDOMINIUM

TO SNOHOMISH COUNTY AUDITOR NE 1/4, SW 1/4 SEC. 13 T. 29 R. 5 E.W.M.
Gov. Lot, D.C.H.E.S. Plat or other Condominium Phase 3

I, David G. West, Jr. being first duly sworn on oath, deposes and says:
(Surveyor)

That I am a Professional Land Surveyor, that I made a survey of land for which document was recorded on the 10 day of September, 192001, in Volume on page(s) 200109105001 Recording Number 200109105001 Records of Snohomish County Auditors Office, Everett, Washington; said document being a CONDOMINIUM (Record of Survey, Plat, Short Plat, Binding Site Plan, Boundary Line Adjustment, Condominium Large Lot Division) That there being minor survey, spelling, mathematical or drafting error, or omitted signature which does not in anyway materially subvert the approval of the original document by changing lot areas so as to affect zoning approvals, easements, conditions of approval or access roadways, the affiant approves the following change to the aforementioned recordings as follows:

TO WIT: CORRECTED PARKING STALL #31 to parking stall #34 - (omit 31 change to 34)

Surveyor Seal:

David G. West, Jr.
Professional Land Surveyor

30442
License Number



*Examined and approved this _____ day of _____, 19____

Snohomish County Director of Planning & Development Services

STATE OF WASHINGTON,)
County of SNOHOMISH)

I certify that I know or have satisfactory evidence that David G. West, Jr. is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument

Given under my hand and official seal this 20 day of February, 192002
Notary Public Seal.

MELISSA KAYE GLEBUSZ
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 10-1-2003

[Signature]
Notary Public in and for the State of Washington
residing at manassville WA
My appointment expires: 10-1-2003

NOTE, COUNTY AUDITOR, Provide one copy per "WAC3332-130-050(3)(e)" to the Washington State Dept of Natural Resources, Public Lands Survey Office, PO Box 47060, Olympia, WA 98504-7060 (May 1, 1993)

slengd/wspvl

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

CONDOMINIUM

RECORDING NO.

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 3)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

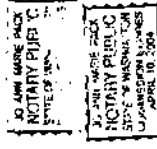
DECLARATION:

WHEREAS, THE STATE OF WASHINGTON HAS ENACTED THE CONDOMINIUM ACT, AND THE DECLARATION OF THE REAL PROPERTY INTERESTS ACT, AND THE DECLARATION OF THE REAL PROPERTY INTERESTS ACT, AND THE DECLARATION OF THE REAL PROPERTY INTERESTS ACT...

STATEMENT:
WILLIAM J. LANE, ATTORNEY AT LAW
A MEMBER OF THE LAW FIRM OF LANE, KILPATRICK & GILBERT, LLP

ACKNOWLEDGEMENT:

STATE OF WASHINGTON
COUNTY OF SNOHOMISH
I, the undersigned, WILLIAM J. LANE, Attorney at Law, do hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium and the Declaration of the Real Property Interests Act...



Witness:
Marilyn B. Beck
Notary Public
STATE OF WASHINGTON
COMMISSION EXPIRES 02/28/2008

RECORDING CERTIFICATE:
FILED FOR RECORD THIS 10th DAY OF SEPTEMBER 2006 AT 9:17 AM
AT THE OFFICE OF THE CLERK OF THE COUNTY OF SNOHOMISH, WASHINGTON
WILLIAM J. LANE, ATTORNEY AT LAW

CONDOMINIUM SURVEY CERTIFICATION:

I, the undersigned, Surveyor, do hereby certify that the Survey Map and Plans (Phase 3) for the Somerfield Condominium, as shown on the attached Survey Map and Plans (Phase 3), are a true and correct copy of the Survey Map and Plans (Phase 3) as shown on the attached Survey Map and Plans (Phase 3)...

SURVEYOR'S ACKNOWLEDGEMENT:

STATE OF WASHINGTON
COUNTY OF SNOHOMISH
I, the undersigned, Surveyor, do hereby certify that the Survey Map and Plans (Phase 3) for the Somerfield Condominium, as shown on the attached Survey Map and Plans (Phase 3), are a true and correct copy of the Survey Map and Plans (Phase 3) as shown on the attached Survey Map and Plans (Phase 3)...



Witness:
M. J. Beck
Notary Public
STATE OF WASHINGTON
COMMISSION EXPIRES 10/15/2006

LEGAL DESCRIPTION (FOR ALL PHASES):

LOT 2 of Somerfield County, Survey Map and Plans (Phase 3) for the Somerfield Condominium, as shown on the attached Survey Map and Plans (Phase 3), is a true and correct copy of the Survey Map and Plans (Phase 3) as shown on the attached Survey Map and Plans (Phase 3)...

LEGAL DESCRIPTION (LAND WHICH MAY BE ADDED TO THE CONDOMINIUM):

LOT 3 and 4 of Somerfield County, Survey Map and Plans (Phase 3) for the Somerfield Condominium, as shown on the attached Survey Map and Plans (Phase 3), is a true and correct copy of the Survey Map and Plans (Phase 3) as shown on the attached Survey Map and Plans (Phase 3)...

LEGAL DESCRIPTION (FOR PHASE 3):

That portion of Lot 2 of Somerfield County, Survey Map and Plans (Phase 3) for the Somerfield Condominium, as shown on the attached Survey Map and Plans (Phase 3), is a true and correct copy of the Survey Map and Plans (Phase 3) as shown on the attached Survey Map and Plans (Phase 3)...

SURVEYOR'S NOTES:

- 1. The land is subject to a mortgage held by the State of Washington.
2. The land is subject to a mortgage held by the State of Washington.
3. The land is subject to a mortgage held by the State of Washington.

A.F.M. 200609105001

N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 3)

FOR SOMERFIELD CONDOMINIUM

Table with columns: W.R.P., DATE, SHEET NO., SHEET OF, SCALE, SHEET OF

A.F.M. INDUSTRIES, INC.
2026 Madison Street, Suite C
Everett, WA 98203
Tel: 425 353 8950
Fax: 425 353 8859
E-mail: afm@afm.com



CONDOMINIUM

RECORDING NO.

Somerfield Condominium

1
SURVEY MAP AND PLANS - PHASE 3)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

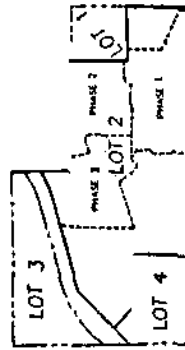
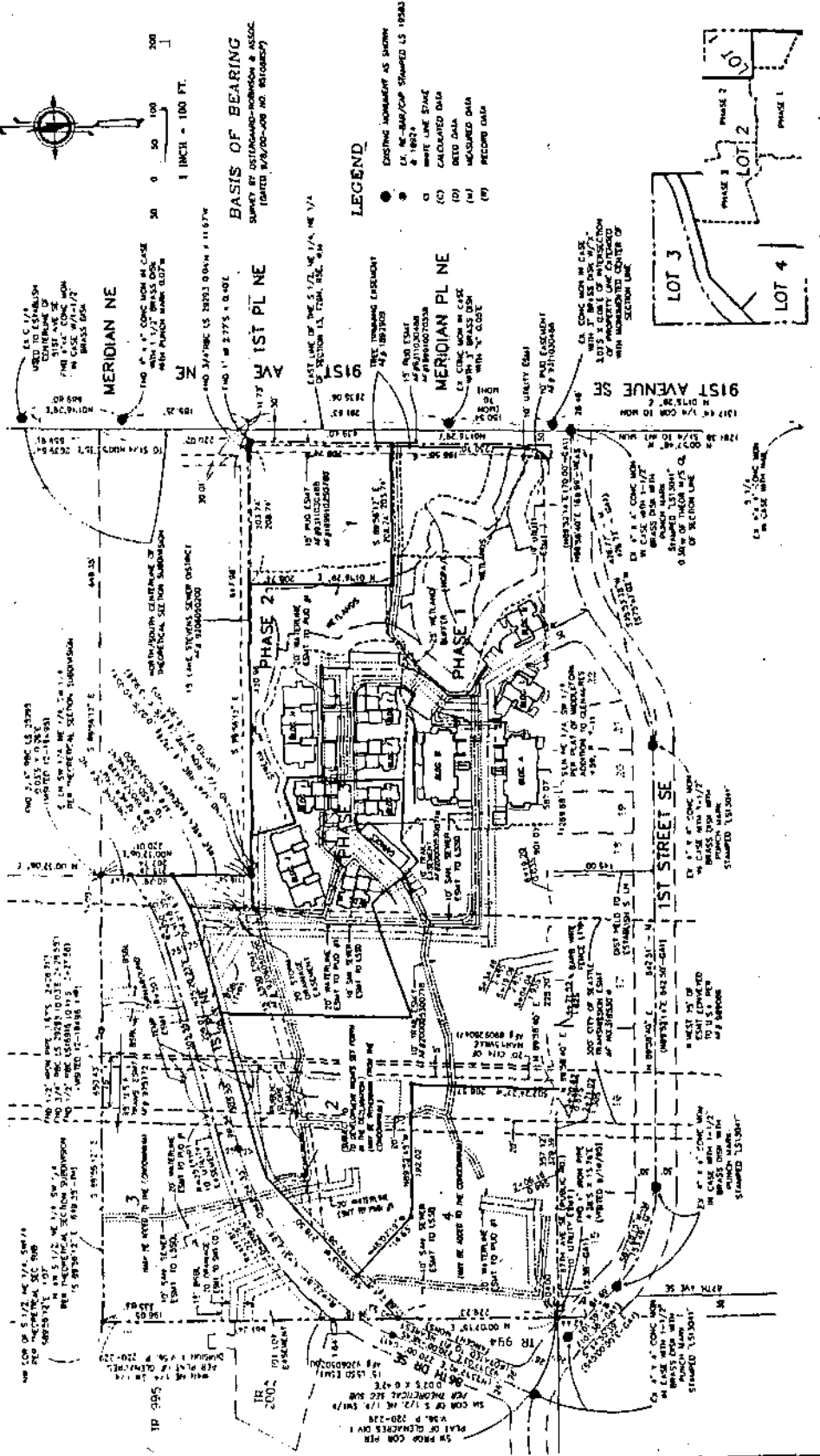


1 INCH = 100 FT.

BASIS OF BEARING
SURVEY BY DISTINGUISHED-ROBINSON & ASSOC.
DATED 8/28/2008 NO. 8510070

LEGEND

- (●) EXISTING MONUMENT AS SHOWN
- (○) U.S. N.T.M.S./C.A.P. STAMPED U.S. 1983 & 1972
- (○) BENCH MARK
- (○) CALCULATED DATA
- (○) BENCH DATA
- (○) ACQUIRED DATA
- (○) RECORD DATA



PHASE MAP

A.F.M. INDUSTRIES, INC.
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 3)
FOR
SOMERFIELD CONDOMINIUM

A.F.M. INDUSTRIES, INC.
 2026 Meadison Street, Suite C
 Everett, WA 98203
 Tel: 425 353 6650
 Fax: 425 353 6659
 email: afm_ind@afm.com

RECORDING CERTIFICATE
 FILED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK OF SNOHOMISH COUNTY, WASHINGTON, ON 05/10/2009 AT THE REQUEST OF A.F.M. INDUSTRIES, INC.
 COUNTY CLERK
 DEPT. OF RECORDS/MAPING/QUALITY CONTROL



SURVEYOR'S CERTIFICATE:
 I, JERRY A. JENSEN, SURVEYOR, MAKE THESE MAPS CORRECTLY AND ACCURATELY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND IN COMPLIANCE WITH THE REQUIREMENTS OF THE RECORDS ACT OF THE STATE OF WASHINGTON.
 DATE: 05/10/09
 SIGNATURE: [Signature]
 CERTIFICATE NUMBER: 2008-062
 SHEET OF: 2/5

CONDOMINIUM

RECORDING NO.

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 3)
 N.E. 1/4, S.W. 1/4, SEC. 13, TYP. 20 N., RGE. 5 E. W.M.
 COUNTY OF SNOHOMISH, STATE OF WASHINGTON

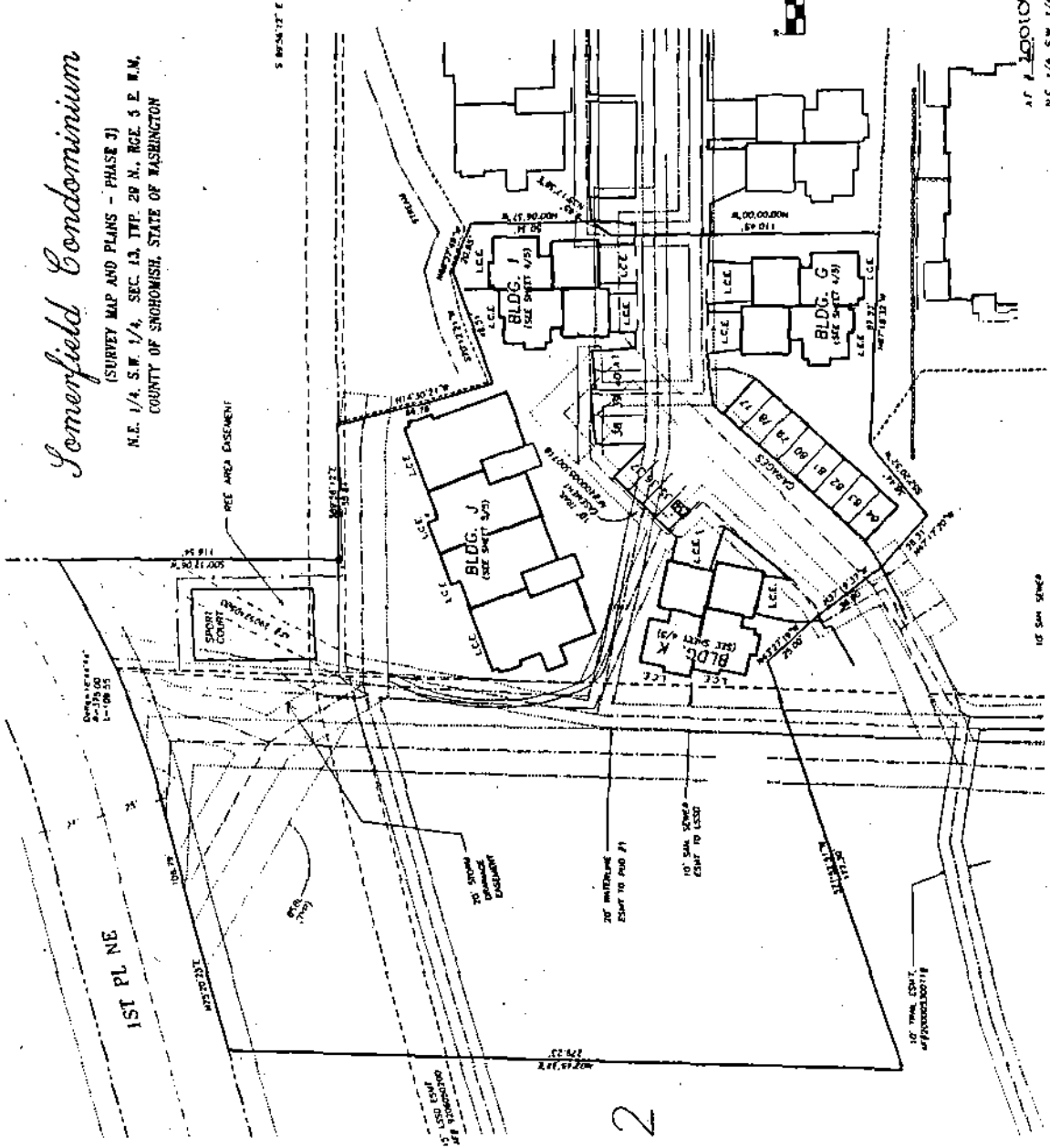


BASIS OF BEARING:
 SNO. CO. OFM 87-101516
 AX. #72000713003

BENCHMARK:
 I.B.M. # R SPMS IN TREE
 (ELEV. 436.53)
 (SEE SOMERFIELD PHASE 1 FOR LOCATION)

LEGEND:
 --- L.C.E. EDMONSON ELEMENT
 --- L.C.E. LIMITED CONDOY ELEMENT

GRAPHIC SCALE
 (1" = 30')



AT & ATTORNEYS
 N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 3)
 FOR
 SOMERFIELD CONDOMINIUM

A.F.M. INDUSTRIES, INC.
 2086 Madison Street, Suite C
 Everett, WA 98203
 Tel: 425.353.6650
 Fax: 425.353.6639
 e-mail: afm@afm-industries.com

RECORDING CERTIFICATE
 FEE FOR RECORDING THIS MAP OF
 UNDER RECORDING ACT
 AT THE OFFICE OF
 COUNTY CLERK
 SUPERVISOR/NOTARY
 SUP. OF RECORDS/DEPUTY CLERK
 RECORDING OFFICE



DATE	08/10/2001	FILE BOOK	47M - 031	SHEET #	3/3
D.G.M. #					
SCALE	2000'-062				3"=30'

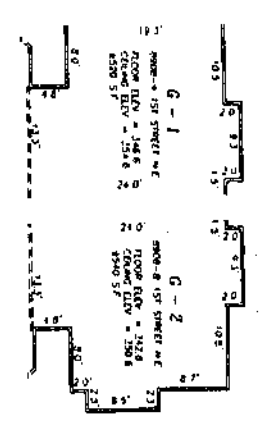
Order: JCRFFKYJ8
 Address: 8916 Meridian Pl NE Apt 201
 Order Date: 05-25-2026
 Document not for resale
 HomeWiseDocs



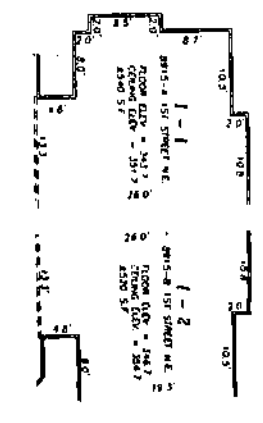
NE 1/4, S.W. 1/4, SEC. 10, TWP. 29 N., RGE. 5 E., W.M.
 COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Somerfield Condominium

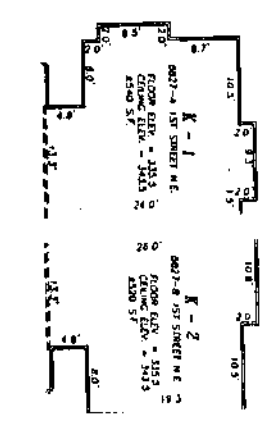
RECORDING NO. _____
 CONDOMINIUM



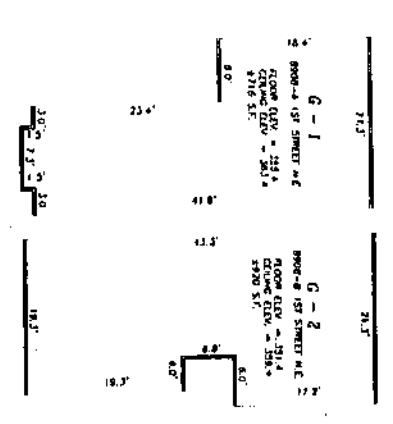
BUILDING G - FIRST LEVEL



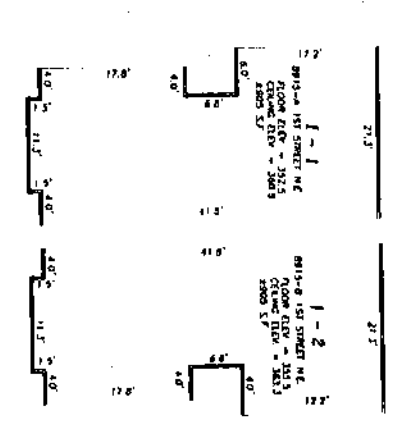
BUILDING I - FIRST LEVEL



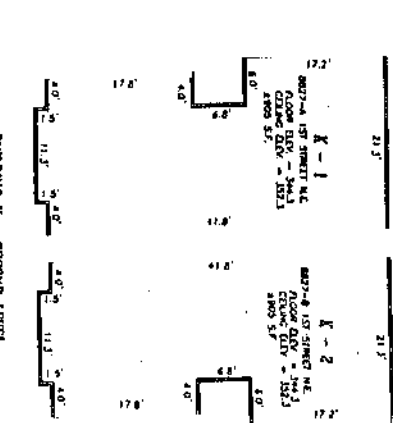
BUILDING K - FIRST LEVEL



BUILDING G - SECOND LEVEL



BUILDING I - SECOND LEVEL



BUILDING K - SECOND LEVEL

NE 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

NOTE:
 THIS PLAN IS FOR INFORMATION ONLY.
 IT IS NOT TO BE USED FOR CONSTRUCTION.



RECORDING CERTIFICATE:
 THIS SURVEY MAP AND PLANS (PHASE 3) FOR THE SOMERFIELD CONDOMINIUM AT THE REQUEST OF THE DEVELOPER, A.F.M. INDUSTRIES, INC., HAS BEEN RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SNOHOMISH COUNTY, WASHINGTON, ON THIS DATE.

A.F.M. INDUSTRIES, INC.
 2028 Madison Street, Suite C
 Everett, WA 98203
 Phone: 425 353 8950
 Fax: 425 353 8959
 Email: afm@afm.com

Drawn By	Date	Job No	Scale
W.R.P.	08/16/08	2000-062	1" = 10'
Checked By	Surveyor	Field Book	Sheet 13
D.C.W. Jr.	A.F.M. IND., INC.	A.F.M. - 022	4/5

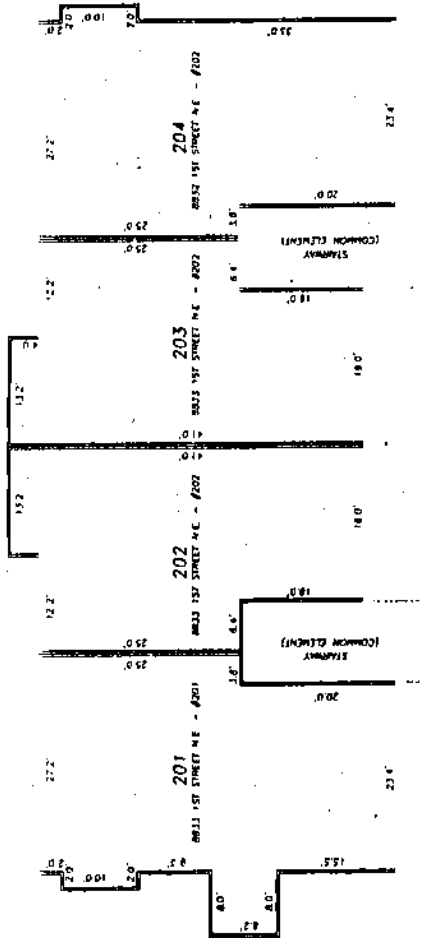
SURVEY MAP AND PLANS (PHASE 3)
 FOR
 SOMERFIELD CONDOMINIUM

CONDOMINIUM

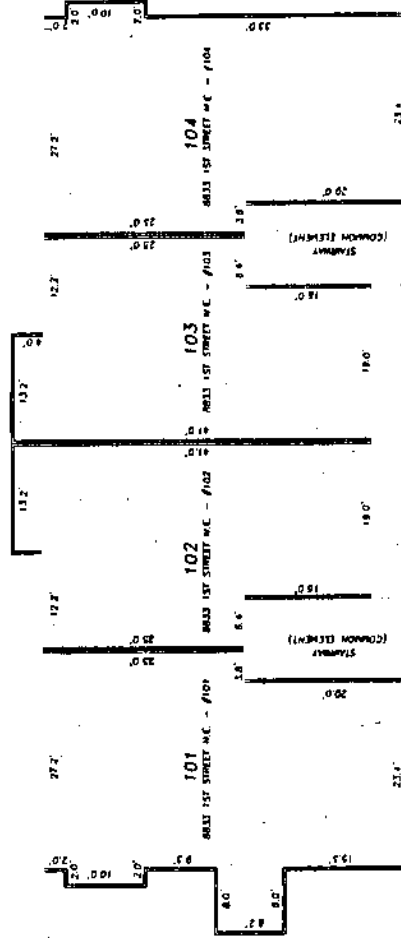
RECORDING NO. _____

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 3)
 N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
 COUNTY OF SNOHOMISH, STATE OF WASHINGTON



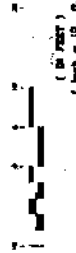
BUILDING J - SECOND LEVEL



BUILDING J - FIRST LEVEL

UNIT NUMBER	FLOOR LEVEL	UNIT SQ. FT.	FIN. FLOOR ELEVATION	CILING HEIGHT NORMAL DROP PAULDED
J101	1	7,111	335.8	8.0' 7.3'
J102	1	394	335.8	8.0' 7.3'
J103	1	1,087	335.8	8.0' 7.3'
J201	2	7,213	344.8	8.0' 7.3'
J202	2	384	344.8	8.0' 7.3'
J203	2	1,077	344.8	8.0' 7.3'
J204	2	7,182	347.7	8.0' 7.3'

GRAPHIC SCALE



NOTE:
 RECORDS FOR THIS SURVEY
 ARE FILED IN THE OFFICE OF THE
 COUNTY CLERK, SNOHOMISH COUNTY, WASHINGTON



RECORDING CERTIFICATE:
 THIS MAP AND PLANS ARE THE PROPERTY OF THE
 SURVEYOR AND ARE NOT TO BE REPRODUCED OR
 COPIED IN ANY MANNER WITHOUT THE WRITTEN
 CONSENT OF THE SURVEYOR.

A.F.M. INDUSTRIES, INC.
 2025 Meridian Street, Suite C
 Everett, WA 98203
 425 353 8850
 Fax 425 353 8859
 email: afm1@afm.com

DATE: 08/18/01
 SURVEYOR: A.F.M. IND., INC.
 CHECKED BY: D.C.W. JR.
 W.M.P.
 FOR SOMERFIELD CONDOMINIUM
 SURVEY MAP AND PLANS (PHASE 3)
 N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, #14
 SHEET 3 OF 3

Filed at Request of:

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P.S.
10777 Main Street, Suite 300
Bellevue, Washington 98004



200202220142
02/22/2002 11:39 AM Snohomish
P.0010 RECORDED County

DOCUMENT TITLE	Fourth Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	
GRANTOR	Village at Lake Stevens, L.L.C., a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.
ASSESSOR'S PARCEL NO.	Not assigned

FOURTH AMENDMENT TO THE DECLARATION FOR SOMERFIELD CONDOMINIUM

Village at Lake Stevens, L.L.C., Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311, as amended by the First Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200104110564, the Second Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200109100001, and the Third Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200112030023 (collectively, the "Declaration").

Declarant hereby amends the Declaration as follows:

1. Pursuant to Sections 9 and 32 of the Declaration, Phase 5 is hereby added to the Condominium. Phase 5 contains eight (8) Units all constructed on the real property described as Phase 5 on Appendix A-7 attached hereto.
2. The Third Amended Appendix B is hereby stricken and the Fourth Amended Appendix B attached hereto is hereby substituted in its place.
3. The Third Amended Appendix C is hereby stricken and the Fourth Amended Appendix C attached hereto is hereby substituted in its place.
4. Simultaneously with the recording of this Fourth Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium - Phase 5, under Snohomish County Recorder's No.

Page 1 of 10

C:\My Documents\Business\Metro Homes\communities\Somerfield\Josh Rosenstein\JR1200.doc
02/19/02

Fourth Amendment to Declaration
for Somerfield Condominium

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

5. Except for the matters stated in this Fourth Amendment, all of the provisions contained in the Declaration for Somerfield Condominium remain in full force and effect. This Amendment shall be effective upon recording.

Dated this 20th day of February, 2002

DECLARANT:

VILLAGE AT LAKE STEVENS, L.L.C., a Washington limited liability company

By [Signature]
Jeff Mietzner, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 20 day of February, 2002 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, name Jeff Mietzner, personally known or having presented satisfactory evidence that he is a member of Village at Lake Stevens, L.L.C., a Washington limited liability company, and that he is authorized to act on behalf of said limited liability company and he executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said limited liability company for the uses and purposes stated therein, and on oath stated he is authorized to execute the said instrument on behalf of said limited liability company.

SUBSCRIBED AND SWORN to before me this 20 day of February, 2002.

MELISSA KAYE GRUBBS
STATE OF WASHINGTON
NOTARY ---- PUBLIC
My Commission Expires 10-1-2003

[Signature]
Printed Name: Melissa Kaye Grubbs
Notary Public in and for the
State of Washington, residing at
Marusville WA
Expiration Date: 10-1-2003

200202220142

**APPENDIX A-7 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 5 is as follows:

That portion of Lot 2 of Snohomish County Short Plat PFN 97-10156 SP recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

COMMENCING at the Southeast corner of Lot 4 of said Short Plat
THENCE N 02°24'27" E, along the easterly boundary of said Lot 4, a distance of 208.57 feet to the Northwest corner of said Lot 4 and the True Point of Beginning;
THENCE N 89°52'45" W along the Northerly line of said Lot 4, a distance of 192.02 feet;
THENCE N 46°07'19" W continuing along the Northerly line of said Lot 4, a distance of 114.63 feet to the Southerly margin of 1st Place N.E.;
THENCE continuing along the Southerly margin of 1st Place N.E. bearing N 46°48'53" E, a distance of 192.09 feet;
THENCE along a curve to the right of which the center bears S 22°26'57" E, a distance of 397.81 feet. Said curve being the Southerly margin of 1st Place N.E. and having an arc length of 54.08 feet and an included angle of 07°47'20";
THENCE continuing along the Southerly Margin of 1st Place N.E. bearing N 75°20'23" E, a distance of 198.76 feet;
THENCE S 02°15'37" W, a distance of 279.24 feet;
THENCE N 89°52'45" W, a distance of 97.92 feet to the Northwest corner of said Lot 4 and the True Point of Beginning;

TOGETHER WITH that portion of Lot 2 of Snohomish County Short Plat PFN 97-101516 SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

BEGINNING at the Southeast corner of Lot 1 of said Short Plat;
THENCE S 01°16'29" W along the Easterly boundary of said Lot 1, 196.50 feet; said Easterly boundary also being the Westerly margin of 91st Avenue S.E.;
THENCE along a curve to the right of which the center bears N 88°42'00" W, a distance of 35.00 feet. Said curve being the Westerly margin of 91st Avenue S.E. and having an arc length of 10.13 feet and an included angle of 16°34'54";
THENCE N 64°14'53" W, a distance of 174.44 feet;
THENCE N 01°16'29" E, a distance of 130.05 feet to the South line of said Lot 1;
THENCE 89°56'12" E along the South line of said Lot 1, a distance of 160.04 feet to the Southeast corner of said Lot 1 and the Point of Beginning,

Situate in the County of Snohomish, State of Washington.

Page 3 of 10

C:\My Documents\Business\Metro Homes\communities\Somerfield\Joak Rosestien\JIR1280.doc
02/19/02

Fourth Amendment to Declaration
for Somerfield Condominium

200202220142

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1) Marketing name | Site plan name		APPROXIMATE AREA in square feet (Note 2)			PARKING			
					Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No. of cars	Limited Common Element		
									Enclosed Space(s) No(s).	Uncovered Space(s) No(s).	
Phase 2 (cont.)											
H	101	1	Carnation 2	6b-B	1301		1301			46	
H	102	1	Daisy	5-A	1052		1052			44	
H	103	1	Daisy	5-A	1052		1052			56	
H	104	1	Carnation 2	6b-B	1301		1301			53, 54	
H	201	2	Carnation 1	6a	1229		1229			43	
H	202	2	Daisy	5	1052		1052			45	
H	203	2	Daisy	5	1052		1052			55	
H	204	2	Carnation 1	6a	1229		1229				58
Phase 3											
G	1	1,2	Tulip 1	TMF	1303	400	1703	2			
G	2	1,2	Lily 2	LMR	1461	400	1861	2			
I	1	1,2	Lily 2	LMR	1461	400	1861	2			
I	2	1,2	Tulip 2	TMR	1439	400	1839	2			
J	101	1	Carnation 2	6b-B	1301		1301			77	
J	102	1	Daisy	5-B	1052		1052			82	
J	103	1	Daisy	5-A	1052		1052			81	
J	104	1	Carnation 1	6a-B	1229		1229			78	
J	201	2	Carnation 2	6b	1301		1301			32, 33	
J	202	2	Daisy	5	1052		1052			84	
J	203	2	Daisy	5	1052		1052			80	
J	204	2	Carnation 1	6a	1229		1229			79	
K	1	1,2	Lily 2	LMR	1461	400	1861	2			
K	2	1,2	Tulip 2	TMR	1439	400	1839	2			
Phase 4											
B	101	1	Orchid	21-B	1183	400	1583	2			
B	102	1	Orchid	21-B	1183	400	1583	2			
B	201	2	Azalea	23	1287	400	1687	2			
B	202	2	Azalea	23	1287	200	1487	1			
B	203	2	Violet	22	1010		1010			6	
B	204	2	Violet	22	1010	200	1210	1			

200202220142

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No. of cars	Limited Common Element	
									Enclosed Space(s) No(s).	Uncovered Space(s) No(s).
Phase 4 (cont.)										
C	100	L (Note 7)	Orchid	21-B	1183		1183		87, 88	
C	101	1	Orchid	21-B	1183	400	1583	2		
C	102	1	Orchid	21-B	1183	400	1583	2		
C	201	2	Azalea	23	1287	200	1487	1	89	
C	202	2	Azalea	23	1287	400	1687	2		
C	203	2	Violet	22	1010	200	1210	1		
C	204	2	Violet	22	1010		1010		91	
Phase 5										
N	1	1,2	Lily 2	LMR	1461	400	1861	2		72
N	2	1,2	Tulip 1	TMF	1303	400	1703	2		71
V	1	1,2	Lily 1	LMF	1325	400	1725	2		
V	2	1,2	Tulip 2	TMR	1439	400	1839	2		
W	1	1,2	Tulip 1	TMF	1303	400	1703	2		
W	2	1,2	Lily 2	LMR	1461	400	1861	2		
X	1	1,2	Tulip 2	TMR	1439	400	1839	2		
X	2	1,2	Lily 1	LMF	1325	400	1725	2		

Note 1: Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table, above:

Azalea (23): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom.

**Carnation 1
(6a & 6a-B):** Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

**Carnation 2
(6b & 6b-B):** Living Room/Dining Room, Kitchen, Nook, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Daisy (5 & 5-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom.

200202220142

- Lily 1 (LMF):** Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.
- Lily 2 (LMR):** Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.
- Orchid (21-A):** Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible).
- Orchid (21-B):** Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.
- Tulip 1 (TMR):** Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.
- Tulip 2 (TMR):** Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.
- Violet (22):** Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Note 2: All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans.

Note 3: All Units have gas or electric heat.

Note 4: All Units have one (1) built-in fireplace.

Note 5: Unassigned parking spaces

Garage Parking Spaces: 83

Uncovered Parking Spaces: 4, 7, 14-31, 34-42, 48-52, 57, 59-68, 73-76, 86, 90, 93, 94

Note 6: There are no Parking Spaces 2, 3, 8-13, 47, 69, 70 or 85.

Note 7: Lower level.

200202220142

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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HomeWiseDocs

**FOURTH AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
A	101	1583	1.68
A	102	1583	1.68
A	201	1487	1.59
A	202	1687	1.80
A	203	1210	1.29
A	204	1010	1.07
B	101	1583	1.68
B	102	1583	1.68
B	201	1687	1.80
B	202	1487	1.58
B	203	1010	1.07
B	204	1210	1.29
C	100	1183	1.26
C	101	1583	1.68
C	102	1583	1.68
C	201	1487	1.58
C	202	1687	1.80
C	203	1210	1.29
C	204	1010	1.07
D	101	1583	1.68
D	102	1583	1.68
D	201	1687	1.80
D	202	1487	1.58
D	203	1010	1.07
D	204	1210	1.29
E	1	1861	1.98
E	2	1839	1.96
F	1	1839	1.96
F	2	1861	1.98
G	1	1703	1.81
G	2	1861	1.98

200202220142

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
H	101	1301	1.38
H	102	1052	1.12
H	103	1052	1.12
H	104	1301	1.38
H	201	1229	1.31
H	202	1052	1.12
H	203	1052	1.12
H	204	1229	1.31
I	1	1861	1.98
I	2	1839	1.96
J	101	1301	1.38
J	102	1052	1.12
J	103	1052	1.12
J	104	1229	1.31
J	201	1301	1.38
J	202	1052	1.12
J	203	1052	1.12
J	204	1229	1.31
K	1	1861	1.98
K	2	1839	1.96
L	1	1839	1.96
L	2	1861	1.98
M	1	1861	1.98
M	2	1839	1.96
N	1	1861	1.98
N	2	1703	1.81

200202220142

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
V	1	1725	1.84
V	2	1839	1.96
W	1	1703	1.81
W	2	1861	1.98
X	1	1839	1.96
X	2	1725	1.84
TOTAL			100.00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the approximate square footage of each Unit divided by the approximate total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq. ft./total sq. ft.) x 100).

200202220142

CONDOMINIUM
RECORDING AND

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 4)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E., T.M.
COUNTY OF SPOKANE, STATE OF WASHINGTON

LEGAL DESCRIPTION (FOR ALL PHASES):

SEE 2-D RECORDING CERTIFICATE FOR PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

LEGAL DESCRIPTION (LAND WHICH MAY BE ADDED TO THE CONDOMINIUM):

SEE 2-D RECORDING CERTIFICATE FOR PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

LEGAL DESCRIPTION (FOR PHASE 4):

SEE 2-D RECORDING CERTIFICATE FOR PHASES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

SURVEYOR'S NOTES:

1. THIS SURVEY IS SUBJECT TO ANY PREVIOUS SURVEYS OF RECORD IN THE COUNTY OF SPOKANE.
2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
8. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
9. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.
10. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF SPOKANE AND HAS FOUND NO OTHER SURVEYS OF RECORD THAT AFFECT THIS SURVEY.

200170000000

N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, T.M.
SURVEY MAP AND PLANS (PHASE 4)

SOMERFIELD CONDOMINIUM

DATE: 11/19/01
DRAWN BY: JAMES CHEN
CHECKED BY: J.C.M. JR.
SCALE: 1" = 2000'-0" (1/4")
PLAT NO.: 2000-0002
SHEET NO.: 0002-0002

CONDOMINIUM SURVEY CERTIFICATION:

I, the undersigned, being a duly qualified and licensed surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as the same appear on file in my office.

SURVEYOR'S ACKNOWLEDGEMENT:

I, the undersigned, being a duly qualified and licensed surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as the same appear on file in my office.

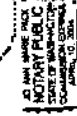


DECLARATION:

I, the undersigned, being a duly qualified and licensed surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as the same appear on file in my office.

ACKNOWLEDGEMENT:

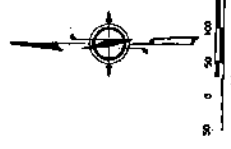
I, the undersigned, being a duly qualified and licensed surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as the same appear on file in my office.



RECORDING CERTIFICATE:
I, the undersigned, being a duly qualified and licensed surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as the same appear on file in my office.

A.F.M. INDUSTRIES, INC.
2008 Meridian Street, Suite C
Spokane, WA 99203
Tel: 433.353.8880
Fax: 433.353.8891
Email: info@afmindustries.com

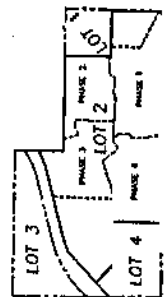
CONDOMINIUM
RECORDING NO.



BASIS OF BEARING
SURVEY BY DISTRICT SURVEYOR
(DATED 8/22/08-09 AND 8/25/09)

LEGEND

- EXISTING SURVEY AS SHOWN
- NEW SURVEY STATION
- BOUNDARY MARK
- CALCULATED DATA
- DATA FROM
- MEASURED DATA
- RECORDED DATA



PHASE MAP

AT #2011203003
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 28 NORTH, RANGE 5 EAST, R.M.

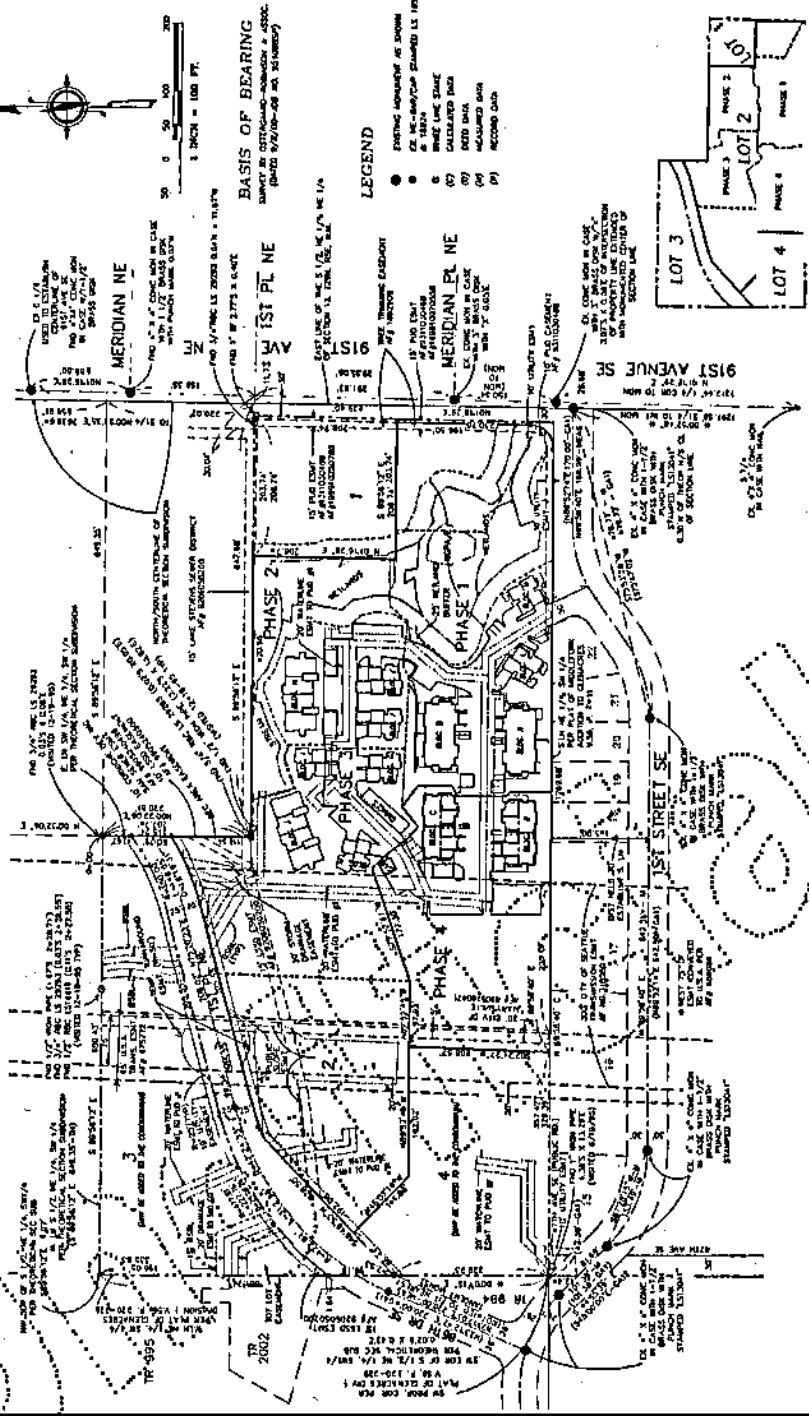
SURVEY MAP AND PLANS (PHASE 4)

FOR SOMERFIELD CONDOMINIUM

DATE: 11/25/2001
SCALE: 1"=100'
SHEET NO: 2/3
DRAWN BY: S.C.K. #
CHECKED BY: S.C.K. #
SUPERVISOR: A.F.M. INC., INC.
PROJECT NO: 2000-082
FIELD BOOK: A.F.M. - 031

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 4)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 28 N., RGE. 5 E., W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON



A.F.M. INDUSTRIES, INC.

2800 Madison Ave., Suite C
Everett, WA 98203
Tel: 425.353.8950
Fax: 425.343.6849
email: afm@landmark.com

RECORDING CERTIFICATE

THIS MAP AND PLANS HAVE BEEN RECORDED AT THE OFFICE OF THE COUNTY CLERK OF SNOHOMISH COUNTY, WASHINGTON, ON 11/25/2001.



SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original map and plans as shown to me by the owner thereof.

www.fasftr.com

Order: JCRFFKYJ8
Address: 8916 Meridian Pl NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

CONDOMINIUM

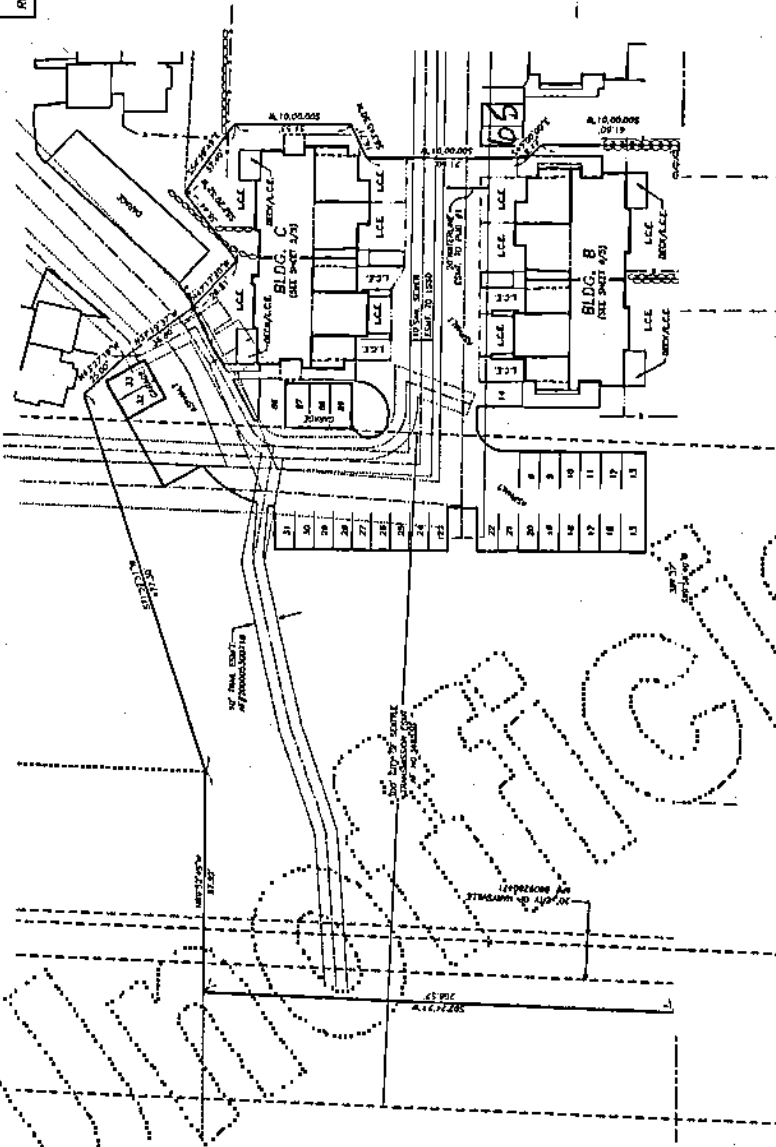
RECORDING NO.



BASIS OF BEARING:
S40.43° W, 874.97'-07.518
A.T. P2000771-5001

BENCHMARK:
7.8 M. P. SPALM IN TREE
ELEV. = 360.33
(SEE SOMERFIELD PHASE 1 FOR LOCATION)

LEGEND:
L.C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT



Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 3)
N.E. 1/4, S.E. 1/4, SEC. 14, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

A.F. # 700417858
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 4)

FOR SOMERFIELD CONDOMINIUM

DATE: 11/27/2001
DRAWN BY: A.F.M. INC.
SCALE: 1"=30'
FIELD BOOK: 2000-082
SHEET NO.: 3/3
A.F.M. INC., INC. JPN - 031

A.F.M. INDUSTRIES, INC.

2028 Medford Street, Suite C
Everett, WA 98203
Tel: 425.353.8850
Fax: 425.353.8859
E-mail: info@afm.com



RECORDING CERTIFICATE
FILED FOR RECORDING BY [] PART OF []
INDEXED RECORDING []
AT THE OFFICE OF THE CLERK OF THE SUPERIOR COURT
COUNTY OF SNOHOMISH, WASHINGTON
DATE OF RECORDING: 11/27/2001



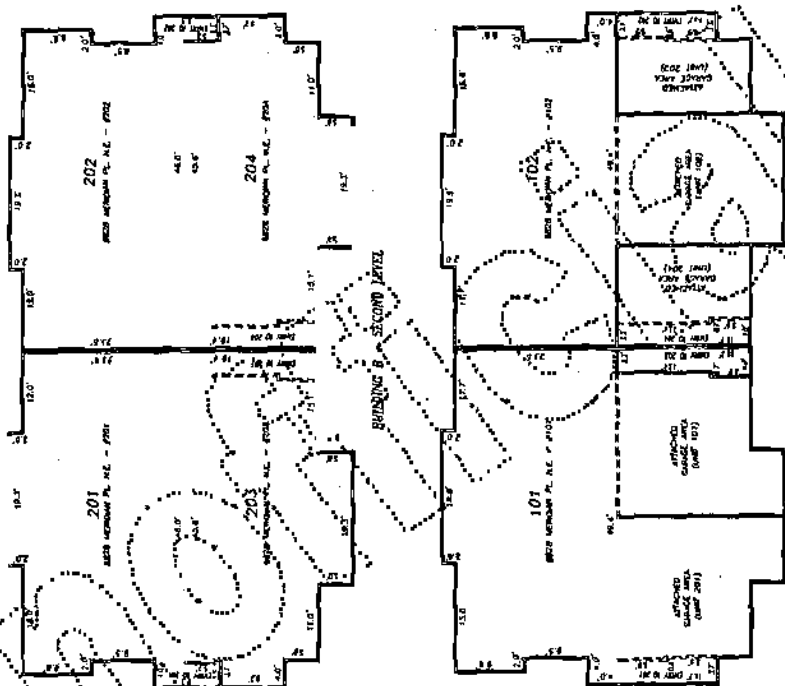
ClippDI - www.tastio.com

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

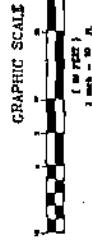
CONDOMINIUM
RECORDING NO. _____

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 4)
N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON



UNIT NUMBER	FLOOR LEVEL	UNIT SQ. FT.	FIN. FLOOR ELEVATION	CEILING HEIGHT	MINIMAL DROP	VALUED
201	1	1,110	311.0	8'0"	7'3"	875
202	1	1,210	311.0	8'0"	7'3"	975
203	2	1,210	307.0	8'0"	7'3"	975
204	1	1,210	311.0	8'0"	7'3"	975
205	2	1,210	307.0	8'0"	7'3"	975
206	2	1,210	307.0	8'0"	7'3"	975
207	2	1,210	307.0	8'0"	7'3"	975
208	2	1,210	307.0	8'0"	7'3"	975
209	2	1,210	307.0	8'0"	7'3"	975
210	2	1,210	307.0	8'0"	7'3"	975



NOTE:
FOR MORE INFORMATION
SEE THE SURVEY MAP AND PLANS (PHASE 4)

A.C. 2000-082
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 4)
SOMERFIELD CONDOMINIUM

DATE: 11/29/01
DRAWN BY: A.F.M. INC.
JOB NO.: 2000-082
FIELD BOOK: AFB - 087
SCALE: 1" = 10'
PAGE/NO.: 1/3

A.F.M. INDUSTRIES, INC.
2705 Montrose Street, Suite 208
Everett, WA 98201
TEL: 425-358-6850
FAX: 425-358-6850
EMAIL: info@afm.com

RECORDING CERTIFICATE
FILED FOR RECORDING THIS 29th DAY OF _____
2001 AT THE OFFICE OF THE COUNTY CLERK
COUNTY OF SNOHOMISH, WASHINGTON

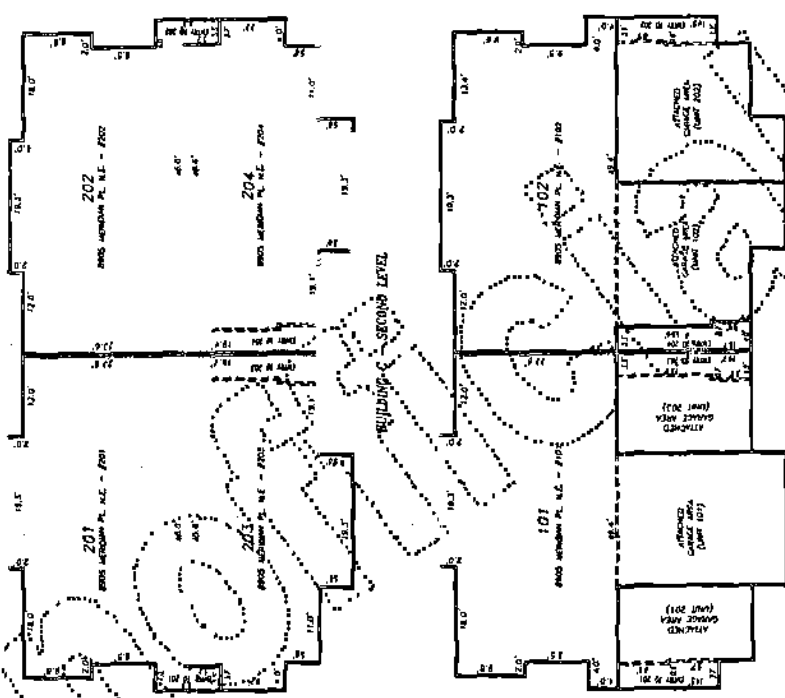


NOTE:
FOR MORE INFORMATION
SEE THE SURVEY MAP AND PLANS (PHASE 4)

CONDOMINIUM
RECORDING NO. _____

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 4)
N.E. 1/4, S.W. 1/4, SEC. 13, T1P. 29 N., R6E. 5 E. #1A
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

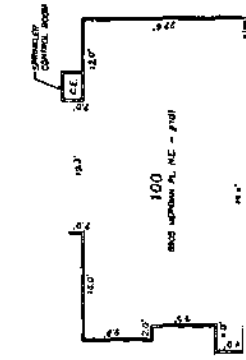


RECORDING CERTIFICATE
FILED FOR RECORDING BY _____
DATE _____
AT THE OFFICE OF THE CLERK OF SUPERIOR COURT
COUNTY OF SNOHOMISH, WASHINGTON



NOTE:
REVISIONS AND AMENDMENTS
SHOWN ON THIS PLAN

ClitPDF - www.fastio.com



BUILDING C - BASEMENT LEVEL

UNIT NUMBER	FLOOR LEVEL	UNIT SQ. FT.	MIN. FLOOR ELEVATION	CEILING HEIGHT NORMAL	CEILING HEIGHT DROP	UNIT VARIETY
100	1	1,110	13.0'	9.0'	7.2'	N/A
201	2	1,140	13.4'	8.0'	7.2'	A/A
202	2	1,212	13.4'	8.0'	7.2'	A/A
203	2	1,212	13.4'	8.0'	7.2'	A/A
204	2	1,212	13.4'	8.0'	7.2'	A/A
101	1	918	13.5'	8.0'	7.2'	A/A
102	1	918	13.5'	8.0'	7.2'	A/A

GRAPHIC SCALE



NOTE:
REVISIONS AND AMENDMENTS
SHOWN ON THIS PLAN

A.E. 12011205.000
N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, N.W. 1/4

SURVEY MAP AND PLANS (PHASE 4)
FOR
SOMERFIELD CONDOMINIUM

DATE: 11/20/21
DRAWN BY: JAMES COOK
CHECKED BY: D.C.W. JR.
SCALE: 1" = 10'
SHEET NO: 2000-002
FIELD BOOK: 174 - 077

A.F.M. INDUSTRIES, INC.

2000 Madison Avenue, Suite C
Everett, WA 98203
Tel: 425.353.8850
Fax: 425.353.8858
Email: info@afm.com

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

200202220143

Return To:

Snohomish County
Planning & Development Services
3000 Rockefeller, M/S 604
Everett, WA 98201

200202220143
02/22/2002 11:39 AM Snohomish
P.0001 RECORDED County

AFFIDAVIT OF MINOR CORRECTION TO: Somerfield Phase 4
condominium

TO: SNOHOMISH COUNTY AUDITOR NE 1/4, SW 1/4 SEC. 13 T. 29 R. 5 E.W.M.
Gov. Lot, DLC, HES, Plat or other. condominium phase 4

I, David G. West Jr. being first duly sworn on oath, deposes and says:
(Surveyor)

That I am a Professional Land Surveyor, that I made a survey of land for _____
which document was recorded on the 5 day of December, 2001, in Volume _____ on
page(s) _____, Recording Number 2001-2055005, Records of Snohomish
County Auditors Office, Everett, Washington, said document being a condominium
(Record of Survey, Plat, Short Plat, Binding Site Plan, Boundary Line Adjustment (Condominium) Large
Lot Division) That there being minor survey, spelling, mathematical or drafting error, or omitted signature
which does not in anyway materially subvert the approval of the original document by changing lot areas
so as to effect zoning approvals, easements, conditions of approval or access roadways, the affiant
approves the following change to the aforementioned recordings as follows:

To wit: DELETED PARKING STALLS 8, 9, 10, 11, 12, 13 FROM
condominium. (PHASE 4)

Surveyor Seal:

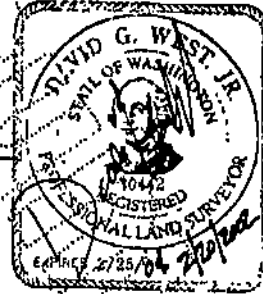
David G. West Jr.
Professional Land Surveyor

30442
License Number

*Examined and approved this _____ day of _____, 19____

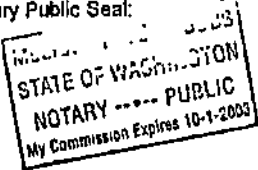
Snohomish County Director of Planning & Development Services

STATE OF WASHINGTON,)
County of Snohomish)



I certify that I know or have satisfactory evidence that David G. West Jr. is the person
who appeared before me, and said person acknowledged that (he/she) signed this instrument and
acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the
instrument.

Given under my hand and official seal this 20 day of February, 2002
Notary Public Seal:



[Signature]
Notary Public in and for the State of Washington
residing at monroville wa
My appointment expires: 10-1-2003

NOTE. COUNTY AUDITOR, Provide one copy per "WAC3332-130-050(3)(e)" to the Washington State
Dept of Natural Resources, Public Lands Survey Office, PO Box 47060, Olympia, WA 98504-7060 (May
1, 1993)
a.lengdivp/vrj

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

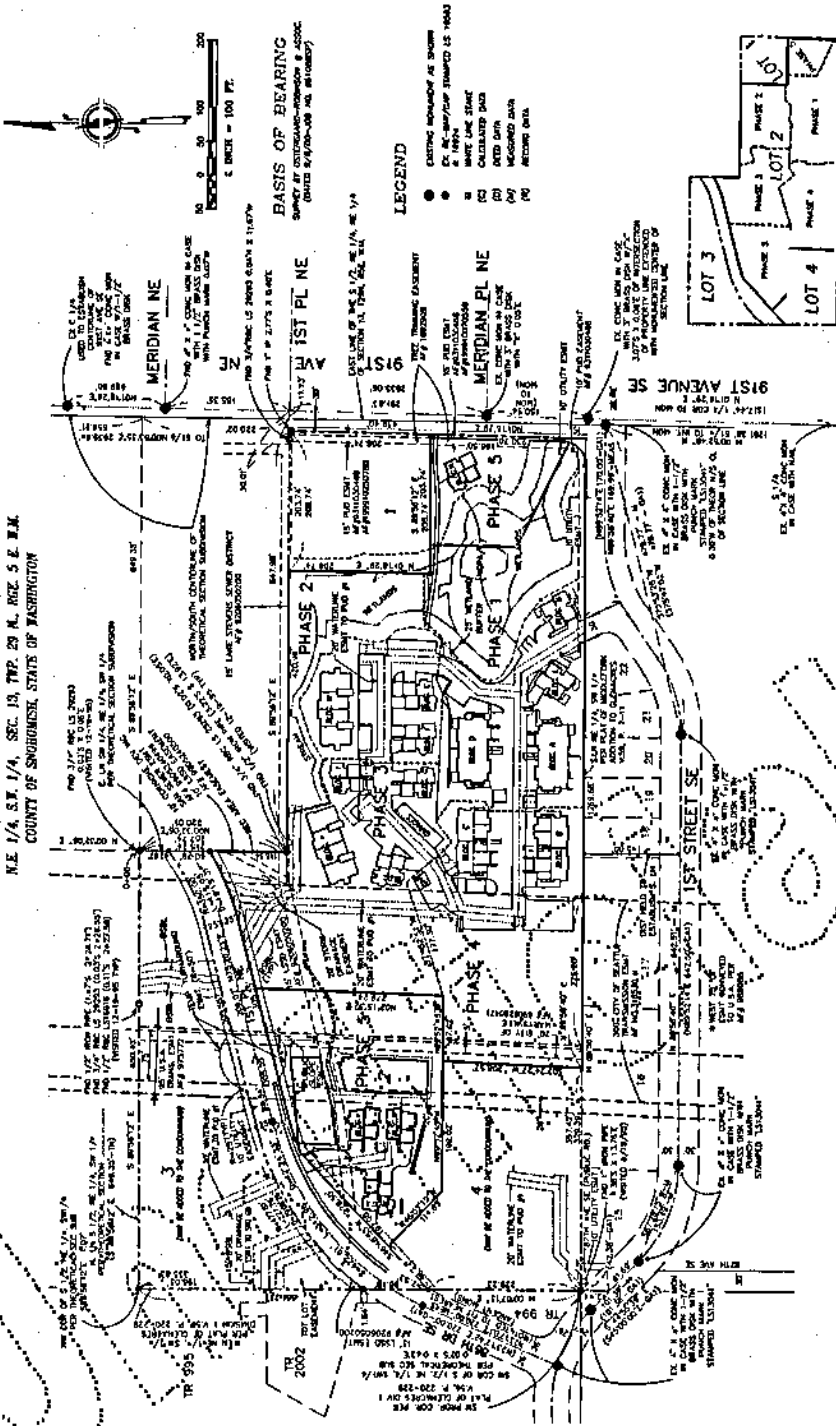
CONDOMINIUM

RECORDING NO.

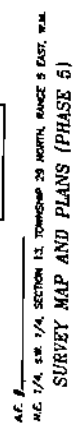
Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 5)

N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON



PHASE MAP



LEGEND

- EXISTING BUILDING AS SHOWN
- EXISTING LOT/STAMPED LOT
- WHITE LINE STREET
- CALCULATED DATA
- DATA FROM
- RECORDED DATA
- RECORDING DATA

A.F.M. INDUSTRIES, INC.
 2002 Medicine Street, Suite C
 Everett, WA 98203
 TEL: 425.353.8950
 FAX: 425.353.8951
 E-MAIL: afm@afmindustries.com

REQUIRING CALCULATE
 FEES FOR RECORDING, MAY BE
 LATER RECORDED AT THE COUNTY
 CLERK'S OFFICE IN EVERETT, WA

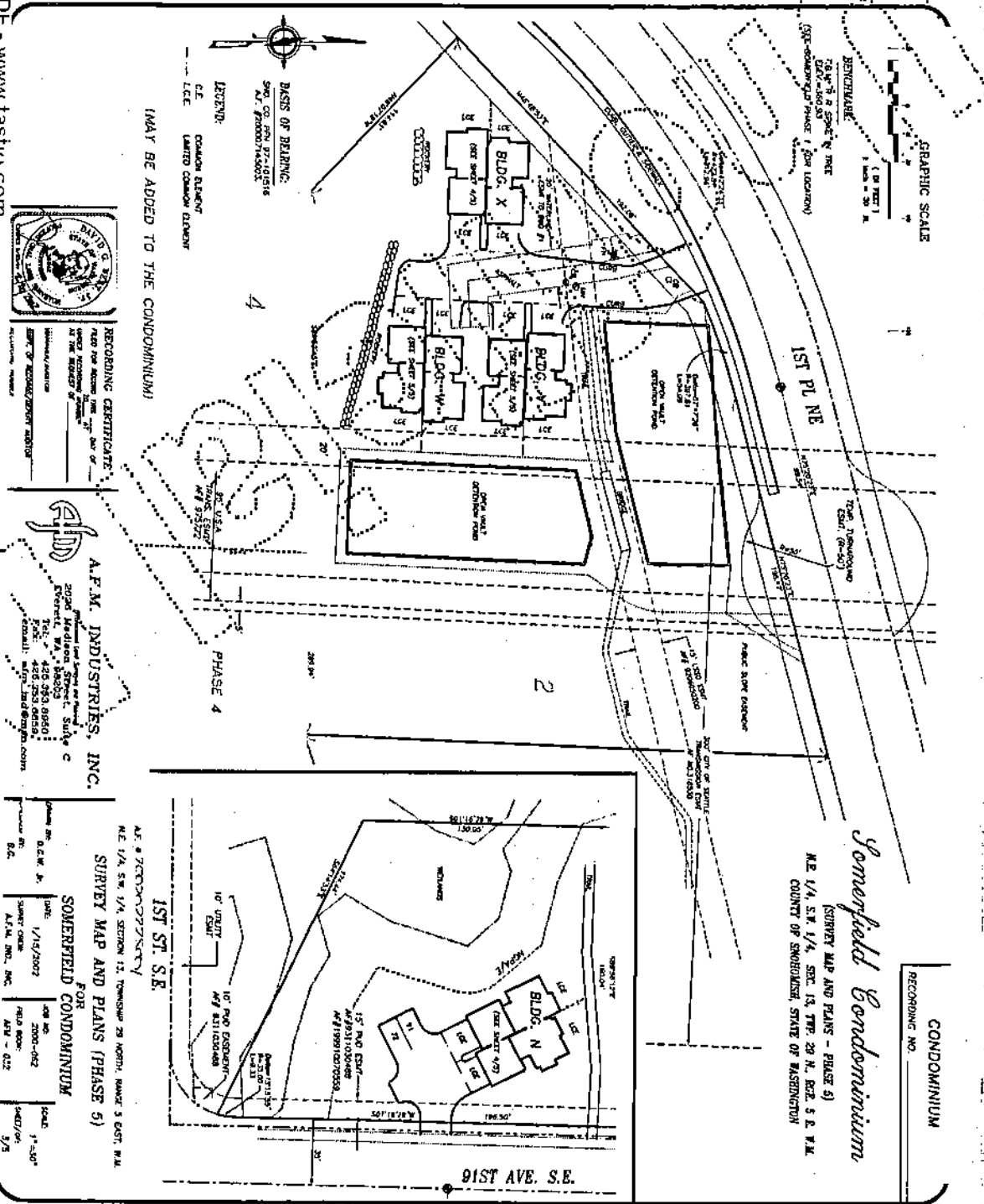


SURVEYOR'S CERTIFICATE:
 I, the undersigned, being a duly qualified and licensed Surveyor under the laws of the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original survey map and plans as recorded in the office of the County Clerk of Snohomish County, Washington, on this 15th day of January, 2002.

Surveyor: _____
 Date: 1/15/2002

SCALE: 1"=100'
 SHEET NO. 2/3

ClbPDF - www.fastio.com



CONDOMINIUM
RECORDING NO.

Somersfield Condominium
SURVEY MAP AND PLANS - PHASE 5)
NE 1/4, SW 1/4, SEC. 13, TWP. 29 N, R2E, S 2 E, W. 4
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

(MAY BE ADDED TO THE CONDOMINIUM)



RECORDING CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED
SURVEY MAP AND PLANS
WAS FILED FOR RECORDING IN THE
OFFICE OF THE CLERK OF SUPERIOR COURT
COUNTY OF SNOHOMISH, WASHINGTON
ON 1/15/2007 AT 10:02 AM.

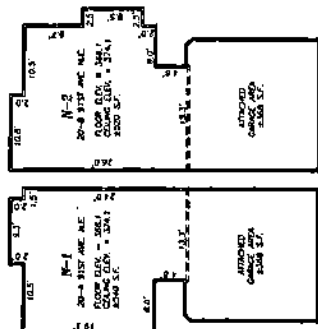
A.F.M. INDUSTRIES, INC.
20242 Henderson Street, Suite C
Everett, WA 98203
TEL: 425 250 8850
FAX: 425 250 0822
WWW.AFMINDUSTRIES.COM

NE 1/4, SW 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 3 EAST, R. 2 E.
NE 1/4, SW 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 3 EAST, R. 2 E.
DATE: 1/15/2007
DRAWN BY: A.F.M. IND. INC.
JOB NO: 2000-002
FIELD BOOK: 1000-002
SCALE: 1" = 50'
SHEET NO: 5/5

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 5)
 N.E. 1/4, S.W. 1/4, SEC. 13, TWP. 29 N., RGE. 5 E. W.M.
 COUNTY OF SNOHOMISH, STATE OF WASHINGTON

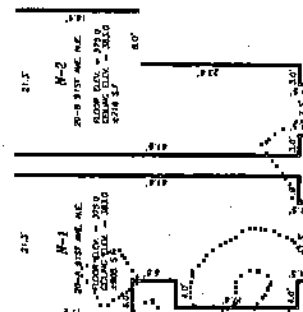
CONDOMINIUM
 RECORDING NO. _____



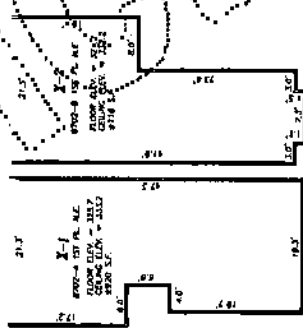
BUILDING N - FIRST LEVEL



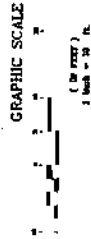
BUILDING X - FIRST LEVEL



BUILDING N - SECOND LEVEL



BUILDING X - SECOND LEVEL



AS 1 0000 0077 500 1
 N.E. 1/4, S.W. 1/4, SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
 SURVEY MAP AND PLANS (PHASE 5)
SOMERFIELD CONDOMINIUM
 FOR
A.F.M. INDUSTRIES, INC.
 DRAWN BY: W.P.A.
 DATE: 02/20/02
 CHECKED BY: JAMES CHEN
 FIELD BOOK: 2000-002
 SCALE: 1" = 10'
 SHEET NO.: 4/5
 A.F.M. INC., INC. APR - 027



RECORDING CERTIFICATE
 FILED FOR RECORDING IN THE OFFICE OF
 THE COUNTY CLERK OF SNOHOMISH COUNTY, WA
 JANUARY 27, 2008
 J.P.I. or RECORDING/NOTARY AUTHORITY
 RECORDING NUMBER



NOTE:
 THESE PLANS WERE PREPARED
 BY AN ARCHITECT OR ENGINEER
 LICENSED IN THE STATE OF WASHINGTON
 PURSUANT TO RCW 9A.02

CityPDF - www.fastio.com

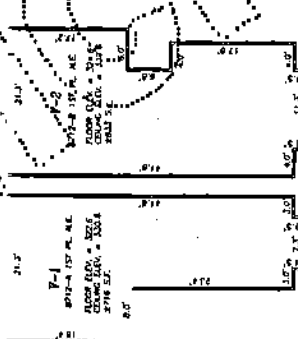
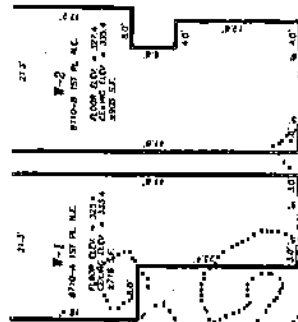
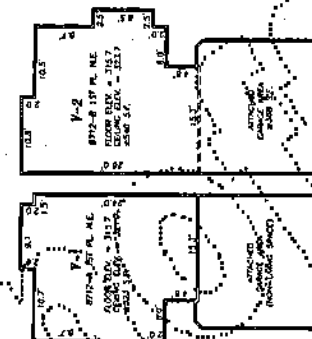
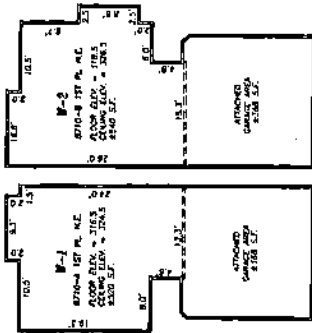
Order: JCRFFKYJ8
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026
 Document not for resale
 HomeWiseDocs

CONDOMINIUM

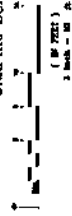
RECORDING NO.

Somerfield Condominium

(SURVEY MAP AND PLANS - PHASE 5)
N.E. 1/4, S.W. 1/4, SEC. 12, T1P. 29 N., R1E. 5 E. W.M.
COUNTY OF SNOHOMISH, STATE OF WASHINGTON



GRAPHIC SCALE



A.C. 1-2000-222-5001
N.E. 1/4, S.W. 1/4, SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SURVEY MAP AND PLANS (PHASE 5)

FOR SOMERFIELD CONDOMINIUM

OWNER: W.R.P.
D.E.M. JR.
A.F.M. INC., INC.

DATE: 07/20/02
SURVEY DATE: 06/01/02
APN: 027

SHEET NO. 5/5

A.F.M. INDUSTRIES, INC.
2046 Madison Street, Suite C
Everett, WA 98203
Tel: 425-353-8800
Fax: 425-353-8802
E-mail: info@afm-ind.com

RECORDING CERTIFICATE
PAID FOR RECORDING BY OF
COUNTY OF SNOHOMISH
MANAGER/AUDITOR
DEPT. OF RECORDS/MAPPING/AUDITOR

NOTE:
THIS PLAN AND PLANS
SHOWN HEREON ARE
BASED UPON THE
RECORDS OF THE
COUNTY OF SNOHOMISH

ClbPDF - www.tastio.com

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

200104110564

Filed at Request of

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P S
10777 Main Street, Suite 300
Bellevue, Washington 98004



04/11/2001 03:29 PM Snohomish
P.0011 RECORDED County

RECORDER'S NOTE-
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

DOCUMENT TITLE	First Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	
GRANTOR	Village at Lake Stevens, L L C , a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington
ASSESSOR'S PARCEL NO	Not assigned

FIRST AMENDMENT TO THE DECLARATION FOR SOMERFIELD CONDOMINIUM

Village at Lake Stevens, L L C , Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311 (the "Declaration")

Declarant hereby amends the Declaration as follows

1 Pursuant to Sections 9 and 32 of the Declaration, Phase 2 is hereby added to the Condominium Phase 2 contains twelve (12) Units all constructed on the real property described as Phase 2 on Appendix A-4 attached hereto

2 Appendices A-1 and A-2 attached to the Declaration are hereby stricken in their entirety and new Appendices A-1, A-2, A-3 and A-4, as attached hereto, are hereby substituted in their place

3 Appendix B attached to the Declaration is hereby stricken and the First Amended Appendix B attached hereto is hereby substituted in its place

4 Appendix C attached to the Declaration is hereby stricken and the First Amended Appendix C attached hereto is hereby substituted in its place

5 Simultaneously with the recording of this First Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium - Phase 2, under Snohomish County Recorder's No 200104115009

6 Except for the matters stated in this First Amendment, all of the provisions contained in the Declaration for Somerfield Condominium remain in full force and effect This Amendment shall be effective upon recording

Dated this 11th day of April, 2001

DECLARANT:

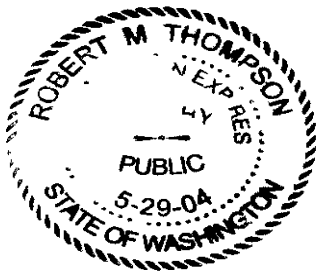
VILLAGE AT LAKE STEVENS, L L C , a Washington limited liability company

By [Signature]
Jeff Mietzner, Member

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

THIS IS TO CERTIFY that on this 11th day of April, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jeff Mietzner, personally known or having presented satisfactory evidence that he is a member of Village at Lake Stevens, L L C , a Washington limited liability company, and that he is authorized to act on behalf of said limited liability company and he executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said limited liability company for the uses and purposes stated therein, and on oath stated he is authorized to execute the said instrument on behalf of said limited liability company

SUBSCRIBED AND SWORN to before me this 11th day of April, 2001



[Signature]
Printed Name Robert Thompson
Notary Public in and for the
State of Washington, residing at
Marysville WA
Expiration Date 5-29-04

200104110564

**APPENDIX A-1 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of the Property is as follows

Lot 2 of Snohomish County Short Plat No PFN97-101516SP, recorded under
AFN 200007145003, Records of Snohomish County, Washington, situate in
Snohomish County, Washington

Page 3 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

**APPENDIX A-2 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Property which may be added to the Condominium pursuant to Section 9 1 3 is as follows

Lots 3 and 4 of Snohomish County Short Plat No PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington

Page 4 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

**APPENDIX A-3 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 1 is as follows

That portion of Lot 2 of Snohomish County Short Plat PFN97-101516SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows

Commencing at the most Southwesterly corner of said Lot 2,
Thence N 89°58'40" E, along the Southerly boundary of said Lot 2,
A distance of 387 36 feet to the true point of beginning,
Thence N 00°00'01" E, a distance of 61 80 feet,
Thence N 45°00'00" W, a distance of 8 47 feet,
Thence N 00°00'01" E, a distance of 71 60 feet,
Thence N 63°45'50" E, a distance of 16 71 feet,
Thence N 00°00'01" E, a distance of 51 53 feet,
Thence N 54°28'49" W, a distance of 37 40 feet,
Thence S 87°18'32" E, a distance of 192 14 feet,
Thence N 41°59'40" E, a distance of 35 39 feet,
Thence N 89°49'57" E, a distance of 71 01 feet to the Easterly boundary of Lot 1
of said Short Plat,
Thence S 01°16'29" W, along the Easterly boundary of said Lot 1,
A distance of 8 59 feet to the Southwest corner of said Lot 1,
Thence S 89°56'12" E, along the Southerly line of said Lot 1, a distance of 43 70
feet,
Thence S 01°16'29" W, a distance of 130 05 feet,
Thence S 64°14'53" E, 174 44 feet, to a point on a curve and the Southwesterly
boundary of said Lot 2,
Thence along said curve to the right having a delta of 73°26'22" and a length of
44 86 feet to a point on the Southerly boundary of said Lot 2,
Thence S 89°58'40" W along the Southerly boundary of said Lot 2, a distance of
513 71 feet to the true point of beginning,

Situate in the County of Snohomish, State of Washington

Page 5 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

**APPENDIX A-4 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 2 is as follows

That portion of Lot 2 of Snohomish County Short Plat PFN 97-101516 SP,
recorded under Auditor's File Number 200007145003, Records of Snohomish
County, Washington, described as follows

Beginning at the most Northeasterly corner of said Lot 2,
Thence S 01°16'29" W, along the Easterly boundary of said Lot 2,
A distance of 200 15 feet,
Thence S 89°49'57" W, a distance of 71 01 feet,
Thence S 41°59'40" W, a distance of 35 39 feet,
Thence N 84°01'32" W, a distance of 65 24 feet,
Thence S 65°18'38" W, a distance of 21 40 feet,
Thence N 87°18'32" W, a distance of 104 61 feet,
Thence N 00°00'00" W, a distance of 110 45 feet,
Thence N 35°17'38" E, a distance of 9 65 feet,
Thence N 00°06'37" W, a distance of 50 34 feet,
Thence N 68°37'49" W, a distance of 20 95 feet,
Thence S 70°12'21" W, a distance of 49 31 feet,
Thence N 14°30'21" W, a distance of 66 78 feet to the Northerly boundary of said
Lot 2,
Thence S 89°56'12" E, along the Northerly boundary of Said Lot 2,
A distance of 365 12 feet, to the Point of Beginning,

Situate in the County of Snohomish, State of Washington

200104110564

**FIRST AMENDED APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phases 1 and 2)**

BLDG	UNIT	LEVEL	FLOOR PLAN (Note 1) Marketing name | Site plan name		APPROXIMATE AREA in square feet (Note 2)			PARKING		
					Dwelling Portion	Attached Garage	Total	Attached (part of Unit)	Limited Common Element	
								No of cars	Enclosed Space(s) No(s)	Uncovered Space(s) No(s)
Phase 1										
A	101	1	Orchid	21-A	1183	400	1583	2		
A	102	1	Orchid	21-B	1183	400	1583	2		
A	201	2	Azalea	23	1287	200	1487	1		
A	202	2	Azalea	23	1287	400	1687	2		
A	203	2	Violet	22	1010	200	1210	1		
A	204	2	Violet	22	1010		1010		5	
D	101	1	Orchid	21-B	1183	400	1583	2		
D	102	1	Orchid	21-B	1183	400	1583	2		
D	201	2	Azalea	23	1287	400	1687	2		
D	202	2	Azalea	23	1287	200	1487	1		
D	203	2	Violet	22	1010		1010		92	
D	204	2	Violet	22	1010	200	1210	1		
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1
L	2	1,2	Lily 2	LMR	1461	400	1861	2		
M	1	1,2	Lily 2	LMR	1461	400	1861	2		
M	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 2										
E	1	1,2	Lily 2	LMR	1461	400	1861	2		
E	2	1,2	Tulip 2	TMR	1439	400	1839	2		
F	1	1,2	Tulip 2	TMR	1439	400	1839	2		
F	2	1,2	Lily 2	LMR	1461	400	1861	2		

200104110564

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No of cars	Limited Common Element Enclosed Space(s) No(s) Uncovered Space(s) No(s)	
Phase 2 (cont)										
H	101	1	Carnation 2	6b-B	1301		1301		46	
H	102	1	Daisy	5-A	1052		1052		44	
H	103	1	Daisy	5-A	1052		1052		56	
H	104	1	Carnation 2	6b-B	1301		1301		53, 54	
H	201	2	Carnation 2	6a	1229		1229		43	
H	202	2	Daisy	5	1052		1052		45	
H	203	2	Daisy	5	1052		1052		55	
H	204	2	Carnation 2	6a	1229		1229			58

Note 1: Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table, above

Azalea (22) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom

Carnation 2 (6b-B & 6a) Living Room/Dining Room, Kitchen, Nook (6b-B only), Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Daisy (5 & 5-A) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom

Lily 2 (LMR) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom

Orchid (21-A) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible)

Orchid (21-B) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Tulip 2 (TMR) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

200104110564

Violet (23) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom

Note 2 All area measurements are based upon preliminary specifications and are approximate The actual areas of all Units may be different than those shown on this Appendix B As-built measurements may be found on the Survey Map and Plans

Note 3: All Units have gas or electric heat

Note 4 All Units have one (1) built-in fireplace

Note 5 Unassigned parking spaces
Garage Parking Spaces 6, 91
Uncovered Parking Spaces 2, 3, 4, 7, 42, 48, 49, 50, 51, 52, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 73, 74, 75, 76, 90, 93

Note 6 There is no Parking Space 47

200104110564

**FIRST AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
A	101	1583	3 84
A	102	1583	3 84
A	201	1487	3 61
A	202	1687	4 10
A	203	1210	2 94
A	204	1010	2 45
D	101	1583	3 84
D	102	1583	3 84
D	201	1687	4 10
D	202	1487	3 61
D	203	1010	2 45
D	204	1210	2 94
E	1	1861	4 52
E	2	1839	4 46
F	1	1839	4 46
F	2	1861	4 52
H	101	1301	3 16
H	102	1052	2 55
H	103	1052	2 55
H	104	1301	3 16
H	201	1229	2 99
H	202	1052	2 56
H	203	1052	2 56
H	204	1229	2 99

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04/10/01First Amendment to
Declaration for Somerfield Condominium**200104110564**

BLDG.	UNIT	TOTAL AREA	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
L	1	1839	4 46
L	2	1861	4 52
M	1	1861	4 52
M	2	1839	4 46
TOTAL			100 00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the square footage of each Unit divided by the total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq ft /total sq ft) x 100)

Page 11 of 11

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04/10/01

First Amendment to
Declaration for Somerfield Condominium

200104110564

200109100001

Filed at Request of

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P S
10777 Main Street, Suite 300
Bellevue, Washington 98004



200109100001
09/10/2001 09:19 AM Snohomish
P.0008 RECORDED County

DOCUMENT TITLE	Second Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	
GRANTOR	Village at Lake Stevens, L L C , a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington
ASSESSOR'S PARCEL NO.	Not assigned

SECOND AMENDMENT TO THE DECLARATION FOR SOMERFIELD CONDOMINIUM

Village at Lake Stevens, L L C , Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311, as amended by the First Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200104110564 (collectively, the "Declaration")

Declarant hereby amends the Declaration as follows

1 Pursuant to Sections 9 and 32 of the Declaration, Phase 3 is hereby added to the Condominium Phase 3 contains fourteen (14) Units all constructed on the real property described as Phase 3 on Appendix A-5 attached hereto

2 The First Amended Appendix B is hereby stricken and the Second Amended Appendix B attached hereto is hereby substituted in its place

3 The First Amended Appendix C is hereby stricken and the Second Amended Appendix C attached hereto is hereby substituted in its place

4 Simultaneously with the recording of this Second Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium - Phase 3, under Snohomish County Recorder's No 200109105001

5 Except for the matters stated in this Second Amendment, all of the provisions contained in the Declaration for Somerfield Condominium remain in full force and effect This Amendment shall be effective upon recording

Dated this 6th day of ~~August~~ September, 2001 *JWC*

DECLARANT:

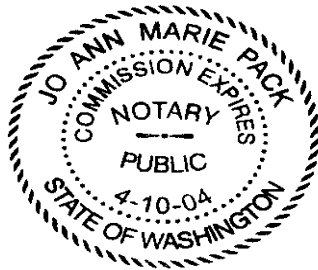
VILLAGE AT LAKE STEVENS, L L C , a Washington limited liability company

By *JWC*
Jeff Mietzner, Member

STATE OF WASHINGTON)
Snohomish) ss
COUNTY OF ~~KING~~)

THIS IS TO CERTIFY that on this 6 day of ~~August~~ September, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jeff Mietzner, personally known or having presented satisfactory evidence that he is a member of Village at Lake Stevens, L L C , a Washington limited liability company, and that he is authorized to act on behalf of said limited liability company and he executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said limited liability company for the uses and purposes stated therein, and on oath stated he is authorized to execute the said instrument on behalf of said limited liability company

SUBSCRIBED AND SWORN to before me this 6 day of ~~August~~ September, 2001



Jo Ann Marie Pack
Printed Name Jo Ann Marie Pack
Notary Public in and for the
State of Washington, residing at
Remmore
Expiration Date 4-10-04

200 109 10000 1

**APPENDIX A-5 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 3 is as follows

That portion of Lot 2 of Snohomish County Short Plat PFN 97-101516 SP,
recorded under Auditor's File Number 200007145003, Records of Snohomish
County, Washington, described as follows

Beginning at the most northeasterly corner of said Lot 2,
Thence N 89°56'12" W, along the northerly boundary of said Lot 2, a distance of
365 12 feet,
Thence N 89°56'12" W, a distance of 55 83 feet,
Thence N 00°32'06" E, a distance of 116 54 feet,
Thence along a curve to the left of which the center bears N 31°24'38" W, a
distance of 375 00 feet Said curve being the southerly margin of 1st Place N E
and having an arc length of 109 54 feet and an included angle of 16°44'14",
Thence continuing along the southerly margin of 1st Place N E bearing S
75°20'23" W, a distance of 106 79 feet,
Thence S 02°15'37" W along the West boundary of said Lot 2, a distance of
279 24 feet,
Thence N 71°52'51" E, a distance of 177 30 feet,
Thence S 43°27'19" E, a distance of 25 00 feet,
Thence S 37°19'37" E, a distance of 36 80 feet,
Thence S 47°17'20" E, a distance of 28 31 feet,
Thence N 52°20'52" E, a distance of 38 44 feet,
Thence S 87°18'32" E, a distance of 87 53 feet,
Thence N 00°00'00" E, a distance of 110 45 feet,
Thence N 35°17'38" E, a distance of 9 65 feet,
Thence N 00°06'37" W, a distance of 50 34 feet,
Thence N 68°37'49" W, a distance of 20 95 feet,
Thence S 70°12'21" W, a distance of 49 31 feet,
Thence N 14°30'21" W, a distance of 66 78 feet to the northerly boundary of said
Lot 2,
And the true point of beginning

Situate in the County of Snohomish, State of Washington

200 109 10000 1

**SECOND AMENDED APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phases 1, 2 and 3)**

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA			PARKING		
					in square feet (Note 2)			Attached (part of Unit)	Limited Common Element	
					Dwelling Portion	Attached Garage	Total		No of cars	Enclosed Space(s) No(s)	Uncovered Space(s) No(s)
Phase 1										
A	101	1	Orchid	21-A	1183	400	1583	2		
A	102	1	Orchid	21-B	1183	400	1583	2		
A	201	2	Azalea	23	1287	200	1487	1		
A	202	2	Azalea	23	1287	400	1687	2		
A	203	2	Violet	22	1010	200	1210	1		
A	204	2	Violet	22	1010		1010		5	
D	101	1	Orchid	21-B	1183	400	1583	2		
D	102	1	Orchid	21-B	1183	400	1583	2		
D	201	2	Azalea	23	1287	400	1687	2		
D	202	2	Azalea	23	1287	200	1487	1		
D	203	2	Violet	22	1010		1010		92	
D	204	2	Violet	22	1010	200	1210	1		
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1
L	2	1,2	Lily 2	LMR	1461	400	1861	2		
M	1	1,2	Lily 2	LMR	1461	400	1861	2		
M	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 2										
E	1	1,2	Lily 2	LMR	1461	400	1861	2		
E	2	1,2	Tulip 2	TMR	1439	400	1839	2		
F	1	1,2	Tulip 2	TMR	1439	400	1839	2		
F	2	1,2	Lily 2	LMR	1461	400	1861	2		

200 109 10000 1

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No of cars	Limited Common Element	
									Enclosed Space(s) No(s)	Uncovered Space(s) No(s)
Phase 2 (cont)										
H	101	1	Carnation 2	6b-B	1301		1301		46	
H	102	1	Daisy	5-A	1052		1052		44	
H	103	1	Daisy	5-A	1052		1052		56	
H	104	1	Carnation 2	6b-B	1301		1301		53, 54	
H	201	2	Carnation 1	6a	1229		1229		43	
H	202	2	Daisy	5	1052		1052		45	
H	203	2	Daisy	5	1052		1052		55	
H	204	2	Carnation 1	6a	1229		1229			58
Phase 3										
G	1	1,2	Tulip 1	TMF	1303	400	1703	2		
G	2	1,2	Lily 2	LMR	1461	400	1861	2		
I	1	1,2	Lily 2	LMR	1461	400	1861	2		
I	2	1,2	Tulip 2	TMR	1439	400	1839	2		
J	101	1	Carnation 2	6b-B	1301		1301		84	
J	102	1	Daisy	5-B	1052		1052		82	
J	103	1	Daisy	5-A	1052		1052		81	
J	104	1	Carnation 1	6a-B	1229		1229		77	
J	201	2	Carnation 2	6b	1301		1301		83	
J	202	2	Daisy	5	1052		1052		79	
J	203	2	Daisy	5	1052		1052		80	
J	204	2	Carnation 1	6a	1229		1229		78	
K	1	1,2	Lily 2	LMR	1461	400	1861	2		
K	2	1,2	Tulip 2	TMR	1439	400	1839	2		

200 109 10000 1

Note 1 Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table, above

Azalea (23) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom

Carnation 1 (6a & 6a-B) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Carnation 2 (6b & 6b-B) Living Room/Dining Room, Kitchen, Nook, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Daisy (5 & 5-A) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom

Lily 2 (LMR) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom

Orchid (21-A) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible)

Orchid (21-B) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Tulip 1 (TMF) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Tulip 2 (TMR) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Violet (22) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom

Note 2 All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans

Note 3: All Units have gas or electric heat

Note 4: All Units have one (1) built-in fireplace

Note 5: Unassigned parking spaces

Garage Parking Spaces 6, 91

Uncovered Parking Spaces 2, 3, 4, 7, 42, 48, 49, 50, 51, 52, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 73, 74, 75, 76, 90, 93

Note 6: There is no Parking Space 47

200109100001

**SECOND AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA (sq ft)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
A	101	1583	2 58
A	102	1583	2 58
A	201	1487	2 42
A	202	1687	2 75
A	203	1210	1 97
A	204	1010	1 64
D	101	1583	2 58
D	102	1583	2 58
D	201	1687	2 75
D	202	1487	2 42
D	203	1010	1 64
D	204	1210	1 97
E	1	1861	3 03
E	2	1839	2 99
F	1	1839	2 99
F	2	1861	3 03
G	1	1703	2 77
G	2	1861	3 03
H	101	1301	2 12
H	102	1052	1 72
H	103	1052	1 72
H	104	1301	2 12
H	201	1229	2 00
H	202	1052	1 72
H	203	1052	1 72
H	204	1229	2 00

200 109 10000 1

BLDG.	UNIT	TOTAL AREA (sq ft)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
I	1	1861	3 03
I	2	1839	2 99
J	101	1301	2 12
J	102	1052	1 71
J	103	1052	1 71
J	104	1229	2 00
J	201	1301	2 12
J	202	1052	1 71
J	203	1052	1 71
J	204	1229	2 00
K	1	1861	3 03
K	2	1839	2 99
L	1	1839	2 99
L	2	1861	3 03
M	1	1861	3 03
M	2	1839	2 99
TOTAL			100 00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the approximate square footage of each Unit divided by the approximate total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq ft /total sq ft) x 100)

200 109 10000 1

200112050023

Filed at Request of

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P S
10777 Main Street, Suite 300
Bellevue, Washington 98004



200112050023 200112050023
12/05/2001 09:49 AM Snohomish
P.0009 RECORDED County

RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

DOCUMENT TITLE	Third Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	
GRANTOR	Village at Lake Stevens, L L C , a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington
ASSESSOR'S PARCEL NO.	Not assigned

**THIRD AMENDMENT TO THE DECLARATION
FOR SOMERFIELD CONDOMINIUM**

Village at Lake Stevens, L L C , Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311, as amended by the First Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200104110564, and the Second Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200109100001 (collectively, the "Declaration")

Declarant hereby amends the Declaration as follows

1 Pursuant to Sections 9 and 32 of the Declaration, Phase 4 is hereby added to the Condominium Phase 4 contains thirteen (13) Units all constructed on the real property described as Phase 4 on Appendix A-6 attached hereto

2 The Second Amended Appendix B is hereby stricken and the Third Amended Appendix B attached hereto is hereby substituted in its place

3 The Second Amended Appendix C is hereby stricken and the Third Amended Appendix C attached hereto is hereby substituted in its place

4 Simultaneously with the recording of this Third Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium - Phase 3, under Snohomish County Recorder's No _____

**APPENDIX A-6 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 4 is as follows

That portion of Lot 2 of Snohomish County Short Plat PFN 97-101516 SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows

BEGINNING at the most Southwesterly corner of said Lot 2,
THENCE N 89°58'40" E, along the Southerly boundary of said Lot 2, a distance of 387 36 feet,
THENCE N 00°00'01" E, a distance of 61 80 feet,
THENCE N 45°00'00" W, a distance of 8 47 feet,
THENCE N 00°00'01" E, a distance of 71 60 feet,
THENCE N 63°45'50" E, a distance of 16 71 feet,
THENCE N 00°00'01" E, a distance of 51 53 feet,
THENCE N 54°28'49" W, a distance of 37 40 feet,
THENCE S 52°20'52" W, a distance of 38 44 feet,
THENCE N 47°17'20" W, a distance of 28 31 feet,
THENCE N 37°19'37" W, a distance of 36 80 feet,
THENCE N 43°27'19" W, a distance of 25 00 feet,
THENCE S 71°52'51" W, a distance of 177 30 feet,
THENCE N 89°52'45" E, a distance of 97 91 feet to the westerly boundary of Lot 2 of said Short Plat,
THENCE S 02°24'27" W, along the westerly boundary of said Lot 2, a distance of 208 57 feet to the Southwest corner of said Lot 2 and the Point of Beginning

Situate in the County of Snohomish, State of Washington

200112050023

**THIRD AMENDED APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phases 1, 2, 3 and 4)**

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING			
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)		Limited Common Element	
								No of cars	Enclosed Space(s) No(s)	Uncovered Space(s) No(s)	
Phase 1											
A	101	1	Orchid	21-A	1183	400	1583	2			
A	102	1	Orchid	21-B	1183	400	1583	2			
A	201	2	Azalea	23	1287	200	1487	1			
A	202	2	Azalea	23	1287	400	1687	2			
A	203	2	Violet	22	1010	200	1210	1			
A	204	2	Violet	22	1010		1010		5		
D	101	1	Orchid	21-B	1183	400	1583	2			
D	102	1	Orchid	21-B	1183	400	1583	2			
D	201	2	Azalea	23	1287	400	1687	2			
D	202	2	Azalea	23	1287	200	1487	1			
D	203	2	Violet	22	1010		1010		92		
D	204	2	Violet	22	1010	200	1210	1			
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1	
L	2	1,2	Lily 2	LMR	1461	400	1861	2			
M	1	1,2	Lily 2	LMR	1461	400	1861	2			
M	2	1,2	Tulip 2	TMR	1439	400	1839	2			
Phase 2											
E	1	1,2	Lily 2	LMR	1461	400	1861	2			
E	2	1,2	Tulip 2	TMR	1439	400	1839	2			
F	1	1,2	Tulip 2	TMR	1439	400	1839	2			
F	2	1,2	Lily 2	LMR	1461	400	1861	2			

200112050023

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit) No of cars	Limited Common Element Enclosed Space(s) No(s)	Uncovered Space(s) No(s)
Phase 2 (cont)										
H	101	1	Carnation 2	6b-B	1301		1301		46	
H	102	1	Daisy	5-A	1052		1052		44	
H	103	1	Daisy	5-A	1052		1052		56	
H	104	1	Carnation 2	6b-B	1301		1301		53, 54	
H	201	2	Carnation 1	6a	1229		1229		43	
H	202	2	Daisy	5	1052		1052		45	
H	203	2	Daisy	5	1052		1052		55	
H	204	2	Carnation 1	6a	1229		1229			58
Phase 3										
G	1	1,2	Tulip 1	TMF	1303	400	1703	2		
G	2	1,2	Lily 2	LMR	1461	400	1861	2		
I	1	1,2	Lily 2	LMR	1461	400	1861	2		
I	2	1,2	Tulip 2	TMR	1439	400	1839	2		
J	101	1	Carnation 2	6b-B	1301		1301		77	
J	102	1	Daisy	5-B	1052		1052		82	
J	103	1	Daisy	5-A	1052		1052		81	
J	104	1	Carnation 1	6a-B	1229		1229		78	
J	201	2	Carnation 2	6b	1301		1301		83	
J	202	2	Daisy	5	1052		1052		79	
J	203	2	Daisy	5	1052		1052		80	
J	204	2	Carnation 1	6a	1229		1229		84	
K	1	1,2	Lily 2	LMR	1461	400	1861	2		
K	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 4										
B	101	1	Orchid	21-B	1183	400	1583	2		
B	102	1	Orchid	21-B	1183	400	1583	2		
B	201	2	Azalea	23	1287	400	1687	2		
B	202	2	Azalea	23	1287	200	1487	1		
B	203	2	Violet	22	1010		1010		6	
B	204	2	Violet	22	1010	200	1210	1		

200112050023

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)	Limited Common Element	
								No of cars	Enclosed Space(s) No(s)	Uncovered Space(s) No(s)
Phase 4 (cont)										
C	100	L (Note 7)	Orchid	21-B	1183		1183		87, 88	
C	101	1	Orchid	21-B	1183	400	1583	2		
C	102	1	Orchid	21-B	1183	400	1583	2		
C	201	2	Azalea	23	1287	200	1487	1	89	
C	202	2	Azalea	23	1287	400	1687	2		
C	203	2	Violet	22	1010	200	1210	1		
C	204	2	Violet	22	1010		1010		91	

Note 1. Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table, above

Azalea (23) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom

Carnation 1 (6a & 6a-B) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Carnation 2 (6b & 6b-B) Living Room/Dining Room, Kitchen, Nook, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Daisy (5 & 5-A) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom

Lily 2 (LMR) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom

Orchid (21-A) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible)

Orchid (21-B) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

200112050023

Tulip 1 (TMF) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Tulip 2 (TMR) Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom

Violet (22) Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom

Note 2. All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans

Note 3: All Units have gas or electric heat

Note 4: All Units have one (1) built-in fireplace

Note 5 Unassigned parking spaces
Garage Parking Spaces 32, 33
Uncovered Parking Spaces 4, 7-14, 15-31, 34-42, 48-52, 57, 59-68, 73-76, 86, 90, 93, 94

Note 6: There are no Parking Spaces 2, 3, 47 or 85, and Parking Spaces 69-72 may be added in a subsequent phase

Note 7: Lower level

200112050028

**THIRD AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA (sq ft)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
A	101	1583	1 99
A	102	1583	1 99
A	201	1487	1 87
A	202	1687	2 12
A	203	1210	1 52
A	204	1010	1 27
B	101	1583	1 99
B	102	1583	1 99
B	201	1687	2 12
B	202	1487	1 87
B	203	1010	1 27
B	204	1210	1 52
C	100	1183	1 48
C	101	1583	1 99
C	102	1583	1 99
C	201	1487	1 87
C	202	1687	2 12
C	203	1210	1 52
C	204	1010	1 27
D	101	1583	1 99
D	102	1583	1 99
D	201	1687	2 12
D	202	1487	1 87
D	203	1010	1 27
D	204	1210	1 52
E	1	1861	2 32
E	2	1839	2 31
F	1	1839	2 31
F	2	1861	2 32
G	1	1703	2 14
G	2	1861	2 32

Page 8 of 9

C:\TEMP\JIR1197.DOC
12/03/01Third Amendment to
Declaration for Somerfield Condominium**200112050023**

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

Document not for resale

HomeWiseDocs

BLDG.	UNIT	TOTAL AREA (sq ft)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
H	101	1301	1 63
H	102	1052	1 32
H	103	1052	1 32
H	104	1301	1 63
H	201	1229	1 54
H	202	1052	1 32
H	203	1052	1 32
H	204	1229	1 54
I	1	1861	2 32
I	2	1839	2 31
J	101	1301	1 63
J	102	1052	1 32
J	103	1052	1 32
J	104	1229	1 54
J	201	1301	1 63
J	202	1052	1 32
J	203	1052	1 32
J	204	1229	1 54
K	1	1861	2 32
K	2	1839	2 31
L	1	1839	2 31
L	2	1861	2 32
M	1	1861	2 32
M	2	1839	2 31
TOTAL			100 00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the approximate square footage of each Unit divided by the approximate total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq ft /total sq ft) x 100)

200112050023

200202220142

Filed at Request of:

Joshua Rosenstein
HANSON BAKER LUDLOW DRUMHELLER P.S.
10777 Main Street, Suite 300
Bellevue, Washington 98004



200202220142
02/22/2002 11:39 AM Snohomish
P.0010 RECORDED County

DOCUMENT TITLE	Fourth Amendment to the Declaration for Somerfield Condominium
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	
GRANTOR	Village at Lake Stevens, L.L.C., a Washington limited liability company
GRANTEE	County of Snohomish
LEGAL DESCRIPTION	Lot 2 of Snohomish County Short Plat No. PFN97-101516SP, recorded under AFN 200007145003, Records of Snohomish County, Washington, situate in Snohomish County, Washington.
ASSESSOR'S PARCEL NO.	Not assigned

FOURTH AMENDMENT TO THE DECLARATION FOR SOMERFIELD CONDOMINIUM

Village at Lake Stevens, L.L.C., Declarant herein, hereby amends the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200102010311, as amended by the First Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200104110564, the Second Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200109100001, and the Third Amendment to the Declaration for Somerfield Condominium, recorded under Snohomish County Recorder's File Number 200112050023 (collectively, the "Declaration").

Declarant hereby amends the Declaration as follows:

1. Pursuant to Sections 9 and 32 of the Declaration, Phase 5 is hereby added to the Condominium. Phase 5 contains eight (8) Units all constructed on the real property described as Phase 5 on Appendix A-7 attached hereto.
2. The Third Amended Appendix B is hereby stricken and the Fourth Amended Appendix B attached hereto is hereby substituted in its place.
3. The Third Amended Appendix C is hereby stricken and the Fourth Amended Appendix C attached hereto is hereby substituted in its place.
4. Simultaneously with the recording of this Fourth Amendment to the Declaration, the undersigned is recording the Survey Map and Plans for Somerfield Condominium – Phase 5, under Snohomish County Recorder's No. _____.

5. Except for the matters stated in this Fourth Amendment, all of the provisions contained in the Declaration for Somerfield Condominium remain in full force and effect. This Amendment shall be effective upon recording.

Dated this 20th day of February, 2002

DECLARANT:

VILLAGE AT LAKE STEVENS, L.L.C., a Washington limited liability company

By [Signature]
Jeff Mietzner, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 20 day of February, 2002 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jeff Mietzner, personally known or having presented satisfactory evidence that he is a member of Village at Lake Stevens, L.L.C., a Washington limited liability company, and that he is authorized to act on behalf of said limited liability company and he executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said limited liability company for the uses and purposes stated therein, and on oath stated he is authorized to execute the said instrument on behalf of said limited liability company.

SUBSCRIBED AND SWORN to before me this 20 day of February, 2002.

MELISSA KAYE GRUBBS
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 10-1-2003

[Signature]
Printed Name: Melissa Kaye Grubbs
Notary Public in and for the
State of Washington, residing at
marysville WA
Expiration Date: 10-1-2003

200202220142

**APPENDIX A-7 TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

The legal description of Phase 5 is as follows:

That portion of Lot 2 of Snohomish County Short Plat PFN 97-10156 SP recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

COMMENCING at the Southeast corner of Lot 4 of said Short Plat
THENCE N 02°24'27" E, along the easterly boundary of said Lot 4, a distance of 208.57 feet to the Northwest corner of said Lot 4 and the True Point of Beginning;
THENCE N 89°52'45" W along the Northerly line of said Lot 4, a distance of 192.02 feet;
THENCE N 46°07'19" W continuing along the Northerly line of said Lot 4, a distance of 114.63 feet to the Southerly margin of 1st Place N.E.;
THENCE continuing along the Southerly margin of 1st Place N.E. bearing N 46°48'53" E, a distance of 192.09 feet;
THENCE along a curve to the right of which the center bears S 22°26'57" E, a distance of 397.81 feet. Said curve being the Southerly margin of 1st Place N.E. and having an arc length of 54.08 feet and an included angle of 07°47'20";
THENCE continuing along the Southerly Margin of 1st Place N.E. bearing N 75°20'23" E, a distance of 198.76 feet;
THENCE S 02°15'37" W, a distance of 279.24 feet;
THENCE N 89°52'45" W, a distance of 97.92 feet to the Northwest corner of said Lot 4 and the True Point of Beginning;

TOGETHER WITH that portion of Lot 2 of Snohomish County Short Plat PFN 97-101516 SP, recorded under Auditor's File Number 200007145003, Records of Snohomish County, Washington, described as follows:

BEGINNING at the Southeast corner of Lot 1 of said Short Plat;
THENCE S 01°16'29" W along the Easterly boundary of said Lot 1, 196.50 feet; said Easterly boundary also being the Westerly margin of 91st Avenue S.E.;
THENCE along a curve to the right of which the center bears N 88°42'00" W, a distance of 35.00 feet. Said curve being the Westerly margin of 91st Avenue S.E. and having an arc length of 10.13 feet and an included angle of 16°34'54";
THENCE N 64°14'53" W, a distance of 174.44 feet;
THENCE N 01°16'29" E, a distance of 130.05 feet to the South line of said Lot 1;
THENCE 89°56'12" E along the South line of said Lot 1, a distance of 160.04 feet to the Southeast corner of said Lot 1 and the Point of Beginning,

Situate in the County of Snohomish, State of Washington.

200202220142

**FOURTH AMENDED APPENDIX B TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

**BUILDING AND UNIT DATA
(Phases 1, 2, 3, 4 and 5)**

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING		
			Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)		Uncovered Space(s) No(s).
								No. of cars	Enclosed Space(s) No(s).		Limited Common Element
Phase 1										
A	101	1	Orchid	21-A	1183	400	1583	2		
A	102	1	Orchid	21-B	1183	400	1583	2		
A	201	2	Azalea	23	1287	200	1487	1		
A	202	2	Azalea	23	1287	400	1687	2		
A	203	2	Violet	22	1010	200	1210	1		
A	204	2	Violet	22	1010		1010		5	
D	101	1	Orchid	21-B	1183	400	1583	2		
D	102	1	Orchid	21-B	1183	400	1583	2		
D	201	2	Azalea	23	1287	400	1687	2		
D	202	2	Azalea	23	1287	200	1487	1		
D	203	2	Violet	22	1010		1010		92	
D	204	2	Violet	22	1010	200	1210	1		
L	1	1,2	Tulip 2	TMR	1439	400	1839	2		1
L	2	1,2	Lily 2	LMR	1461	400	1861	2		
M	1	1,2	Lily 2	LMR	1461	400	1861	2		
M	2	1,2	Tulip 2	TMR	1439	400	1839	2		
Phase 2										
E	1	1,2	Lily 2	LMR	1461	400	1861	2		
E	2	1,2	Tulip 2	TMR	1439	400	1839	2		
F	1	1,2	Tulip 2	TMR	1439	400	1839	2		
F	2	1,2	Lily 2	LMR	1461	400	1861	2		

200202220142

Order: JCRFFKYJ8

SNOHOMISH, WA Document:CCR MOD 2002.02220142 Address: 8916 Meridian PI NE Apt 201

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Printed on:7/27/2011 10:24 AM

Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING				
					Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)	Limited Common Element	
										No. of cars	Enclosed Space(s) No(s).	Uncovered Space(s) No(s).
Phase 2 (cont.)												
H	101	1	Carnation 2	6b-B	1301		1301		46			
H	102	1	Daisy	5-A	1052		1052		44			
H	103	1	Daisy	5-A	1052		1052		56			
H	104	1	Carnation 2	6b-B	1301		1301		53, 54			
H	201	2	Carnation 1	6a	1229		1229		43			
H	202	2	Daisy	5	1052		1052		45			
H	203	2	Daisy	5	1052		1052		55			
H	204	2	Carnation 1	6a	1229		1229			58		
Phase 3												
G	1	1,2	Tulip 1	TMF	1303	400	1703	2				
G	2	1,2	Lily 2	LMR	1461	400	1861	2				
I	1	1,2	Lily 2	LMR	1461	400	1861	2				
I	2	1,2	Tulip 2	TMR	1439	400	1839	2				
J	101	1	Carnation 2	6b-B	1301		1301		77			
J	102	1	Daisy	5-B	1052		1052		82			
J	103	1	Daisy	5-A	1052		1052		81			
J	104	1	Carnation 1	6a-B	1229		1229		78			
J	201	2	Carnation 2	6b	1301		1301		32, 33			
J	202	2	Daisy	5	1052		1052		84			
J	203	2	Daisy	5	1052		1052		80			
J	204	2	Carnation 1	6a	1229		1229		79			
K	1	1,2	Lily 2	LMR	1461	400	1861	2				
K	2	1,2	Tulip 2	TMR	1439	400	1839	2				
Phase 4												
B	101	1	Orchid	21-B	1183	400	1583	2				
B	102	1	Orchid	21-B	1183	400	1583	2				
B	201	2	Azalea	23	1287	400	1687	2				
B	202	2	Azalea	23	1287	200	1487	1				
B	203	2	Violet	22	1010		1010		6			
B	204	2	Violet	22	1010	200	1210	1				

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Order: JCRFFKYJ8

BLDG.	UNIT	LEVEL	FLOOR PLAN (Note 1)		APPROXIMATE AREA in square feet (Note 2)			PARKING					
					Marketing name	Site plan name	Dwelling Portion	Attached Garage	Total	Attached (part of Unit)		Limited Common Element	
										No. of cars	Enclosed Space(s) No(s).	Uncovered Space(s) No(s).	
Phase 4 (cont.)													
C	100	L (Note 7)	Orchid	21-B	1183				87, 88				
C	101	1	Orchid	21-B	1183	400	1583	2					
C	102	1	Orchid	21-B	1183	400	1583	2					
C	201	2	Azalea	23	1287	200	1487	1	89				
C	202	2	Azalea	23	1287	400	1687	2					
C	203	2	Violet	22	1010	200	1210	1					
C	204	2	Violet	22	1010		1010		91				
Phase 5													
N	1	1,2	Lily 2	LMR	1461	400	1861	2		72			
N	2	1,2	Tulip 1	TMF	1303	400	1703	2		71			
V	1	1,2	Lily 1	LMF	1325	400	1725	2					
V	2	1,2	Tulip 2	TMR	1439	400	1839	2					
W	1	1,2	Tulip 1	TMF	1303	400	1703	2					
W	2	1,2	Lily 2	LMR	1461	400	1861	2					
X	1	1,2	Tulip 2	TMR	1439	400	1839	2					
X	2	1,2	Lily 1	LMF	1325	400	1725	2					

Note 1: Floor Plans are as follows, except that Garage and Parking information varies by Unit and is in the table, above:

Azalea (23): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom.

Carnation 1 (6a & 6a-B): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Carnation 2 (6b & 6b-B): Living Room/Dining Room, Kitchen, Nook, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Daisy (5 & 5-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom.

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Lily 1 (LMF): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Lily 2 (LMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Orchid (21-A): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom (disabled accessible).

Orchid (21-B): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Tulip 1 (TMF): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Tulip 2 (TMR): Living Room/Dining Room, Kitchen, Powder Room, Master Bedroom, Master Bathroom, Second Bedroom, Second Bathroom, Third Bedroom.

Violet (22): Living Room/Dining Room, Kitchen, Master Bedroom, Master Bathroom, Second Bathroom, Third Bedroom.

Note 2: All area measurements are based upon preliminary specifications and are approximate. The actual areas of all Units may be different than those shown on this Appendix B. As-built measurements may be found on the Survey Map and Plans.

Note 3: All Units have gas or electric heat.

Note 4: All Units have one (1) built-in fireplace.

Note 5: Unassigned parking spaces

Garage Parking Spaces: 83

Uncovered Parking Spaces: 4, 7, 14-31, 34-42, 48-52, 57, 59-68, 73-76, 86, 90, 93, 94

Note 6: There are no Parking Spaces 2, 3, 8-13, 47, 69, 70 or 85.

Note 7: Lower level.

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**FOURTH AMENDED APPENDIX C TO
DECLARATION FOR
SOMERFIELD CONDOMINIUM**

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS <i>(Note 1)</i>
A	101	1583	1.68
A	102	1583	1.68
A	201	1487	1.59
A	202	1687	1.80
A	203	1210	1.29
A	204	1010	1.07
B	101	1583	1.68
B	102	1583	1.68
B	201	1687	1.80
B	202	1487	1.58
B	203	1010	1.07
B	204	1210	1.29
C	100	1183	1.26
C	101	1583	1.68
C	102	1583	1.68
C	201	1487	1.58
C	202	1687	1.80
C	203	1210	1.29
C	204	1010	1.07
D	101	1583	1.68
D	102	1583	1.68
D	201	1687	1.80
D	202	1487	1.58
D	203	1010	1.07
D	204	1210	1.29
E	1	1861	1.98
E	2	1839	1.96
F	1	1839	1.96
F	2	1861	1.98
G	1	1703	1.81
G	2	1861	1.98

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02/19/02

Fourth Amendment to Declaration
for Somerfield Condominium

200202220142

BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
H	101	1301	1.38
H	102	1052	1.12
H	103	1052	1.12
H	104	1301	1.38
H	201	1229	1.31
H	202	1052	1.12
H	203	1052	1.12
H	204	1229	1.31
I	1	1861	1.98
I	2	1839	1.96
J	101	1301	1.38
J	102	1052	1.12
J	103	1052	1.12
J	104	1229	1.31
J	201	1301	1.38
J	202	1052	1.12
J	203	1052	1.12
J	204	1229	1.31
K	1	1861	1.98
K	2	1839	1.96
L	1	1839	1.96
L	2	1861	1.98
M	1	1861	1.98
M	2	1839	1.96
N	1	1861	1.98
N	2	1703	1.81

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BLDG.	UNIT	TOTAL AREA (sq. ft.)	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS (Note 1)
V	1	1725	1.84
V	2	1839	1.96
W	1	1703	1.81
W	2	1861	1.98
X	1	1839	1.96
X	2	1725	1.84
TOTAL			100.00

Note 1: Formula for Percentage of Undivided Interest in Common Elements is the quotient of the approximate square footage of each Unit divided by the approximate total square footage in Somerfield Condominium, multiplied by one hundred ((Unit sq.ft./total sq.ft.) x 100).

200202220142

Insurance Dec Page
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian Pl NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

OBTAINING A CERTIFICATE OF INSURANCE

Lender Instructions



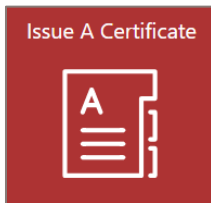
1. **CLICK HERE** or go to <https://portal.csr24.com/mvc/4555640>:

- a. Enter the following Username and Password:



Username: **somerfield**
Password: **certs**

- b. Select the "Issue a Certificate" icon



2. Issue the Property Certificate:

- a. Select the Property Certificate Link

Friday, October 25, 2019

Certificate Selection List Previously Issued

Certificate Date Find

Preview	Certificate	Descriptions of Ops	Expiration Date
	19-20 Liability Certificate	Certificate Holder is named as Additional Insured as respe... named l...	10/1/2020
	19-20 Property Certificate	Certificate Holder is named as Mortgagee / Loss Payee. Coverage is "All In...	10/1/2020

2 Result(s)

- b. Click "Add Holder" at the top, or select an existing entry

Certificate Selection List Friday, October 11, 2019

Select Holder Add Holder

Name Address Description of Ops Find

▼ Advanced Options

Name	Address	Named Insured	Description of Ops
AmeriSave Mortgage Corp...	3525 Piedmont Road NE 8... Atlanta, GA		Unit Owner Name: SpongeBob Squarepant...
Caliber Home Loans, INC	ISAOA/ATIMA Springfield, OH 45501-7731		Unit Owner Name: Chuck Norris Address: 1...
Cornerstone Home Lending...	1177 West Loop South, Suit... Houston, TX 77027		Unit Owner Name: Jane R. Doe Address: 11...
Evidence of Insurance			Evidence of Insurance only.
Guild Mortgage Company	ISAOA San Diego, CA 92186-5304		Unit Owner Name: Bill S. Nye Address: 832...
USAA Federal Savings Bank...	P.O. Box 7729 Springfield, OH 45501-7729		Unit Owner Name: Betty White Address: 34...


6 Result(s)

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

c. Holder Information

This is where you enter the Lender/Mortgagee information, following the guide below:

Note: Do NOT enter your client's loan # in the 'Loan Number' box – you will do this later.

 Add Holder

▼ Holder Information

Name	Lender / Company Name
Address	
Line 1	Address 1
Line 2	Address 2
Line 3	
Line 4	
City	City
State/Province	WA
Zip/Postal Code	99999
Country	

This certificate supersedes previously issued certificate Yes

Do They Receive Renewals Yes One Time Only Interest Ends

Loan Number *DO NOT ADD LOAN # HERE*

Summary

Group Code

d. Property / Nature of Interest

- i. Additional Named Insured – Leave this blank
- ii. Property Information – Leave this blank
- iii. Check appropriate boxes for 'Mortgagee' and 'Loss Payee'
- iv. Other Interest – Leave both fields blank

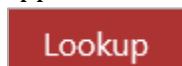
▼ Property/Nature of Interest

Additional Named Insured	LEAVE BLANK
Property Information (Location/Description)	LEAVE BLANK
	<input type="button" value="Lookup"/>
Mortgagee	<input checked="" type="checkbox"/>
Loss Payee	<input checked="" type="checkbox"/>
Other Interest	<input type="text"/> Please Select ▼
Other Interest	<input type="text"/> Please Select ▼

e. Description of Operations

This is where you enter your borrower's information, following the guide below:

- i. Click the "Lookup" button within the 'Holder Specific Portion' – a popup window will appear.



Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

- ii. Select the 'Owner Information' template, which will populate the appropriate lines in the 'Description' box as follows:

Owner Information	Unit Owner Name: Address: Unit #
-------------------	--

- iii. Enter the unit owner's **Name(s), Property Address, Unit #, and Loan #**

▼ **Description of Operations**

Certificate Portion	
Holder Specific Portion	Unit Owner Name: CHUCK NORRIS Address: 17119 ROUNDHOUSE RD, SEATTLE, WA 98119 Unit #201 Loan #321352856

- f. Delivery Information – Recipient #1

You will send the certificate to your email address

- i. Enter Your Name (or the intended recipient's name) in the 'Attention' box
- ii. Check the 'Email the Form' box and enter your email address in the 'Email' field

▼ **Recipient 1**

Attention	Your Name
Subject	Proof of Insurance for Sample Homeowners Association
Message	
Email the Form	<input checked="" type="checkbox"/>
Email	youremail@mortgagecompany.com

- iii. If everything looks correct, click "Submit" to send the Property Certificate to yourself.

- g. If you also need a Certificate of Liability Insurance for your client, click "Issue Another Certificate" and proceed to Step 3 of the instructions. If not, you're now finished and can close the window.

Confirmation

Thank you John Smith!

The form has been delivered to the following recipients.

Emailed to Your Name - youremail@mortgagecompany.com

Order: JCRFFKYJ8
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026
 Document not for resale
 HomeWiseDocs

3. Issue the Liability Certificate

a. Select the Liability Certificate Link

Friday, October 25, 2019

Certificate Selection List Previously Issued

Certificate Date Find

Preview	Certificate	Descriptions of Ops	Expiration Date
	19-20 Liability Certificate	Certificate Holder is named as Additional Insured as respects the Named I...	10/1/2020
	19-20 Property Certificate	Certificate Holder is named as Mortgagee / Loss Payee. Coverage is "All In...	10/1/2020

2 Result(s)

b. If you've already completed a Property Certificate, your lender and client information should be available on the list. You can also search for the entry using the search bar.

X Find

Advanced Options

c. Once you select the holder, info from the previously issued certificate should copy over.

Leave everything as is.

d. Click "Submit" to send the Liability Certificate to yourself.

Submit

Certificate Issuance is now complete.

After you hit submit, the next screen will confirm that the information has been submitted. The generated certificate will be instantly sent to your email address provided.

If you do not receive the certificate in your email within a couple minutes, please check your junk mail folder. If it still has not arrived, feel free to call our office at (425) 455-5640 or email at condos@tpgrp.com.



Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/3/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME, CONTACT PERSON AND ADDRESS The Partners Group LLC 1111 Lake Washington Blvd N Suite 400 Renton, WA 98056		PHONE (A/C, No, Ext): 425-691-2650	COMPANY NAME AND ADDRESS Accelerant National Ins #N030PK317001 (Property) Palomar Specialty #CPDCP25114196503 (EQ)	NAIC NO: 10220
FAX (A/C, No): 425-691-5208	E-MAIL ADDRESS: condos@tpgrp.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID #:	SUB CODE:	POLICY TYPE Property, Earthquake		
NAMED INSURED AND ADDRESS Somerfield Condominium Association c/o Condominium Management 12729 Northup Way Ste 20 Bellevue WA 98005		LOAN NUMBER	POLICY NUMBER See above	
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 12/08/2025	EXPIRATION DATE 12/08/2026	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) **BUILDING** OR **BUSINESS PERSONAL PROPERTY**

LOCATION/DESCRIPTION
SEE ADDITIONAL REMARKS SECTION


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/>	SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 25,000,000							DED: 25,000
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE		YES	NO	N/A			
BLANKET COVERAGE		X					If YES, LIMIT: <input checked="" type="checkbox"/> Actual Loss Sustained; # of months:
TERRORISM COVERAGE		X					If YES, indicate value(s) reported on property identified above: \$
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X				Attach Disclosure Notice / DEC
IS DOMESTIC TERRORISM EXCLUDED?			X				
LIMITED FUNGUS COVERAGE			X				If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X					BP06060106
REPLACEMENT COST		X					GUARANTEED REPLACEMENT
AGREED VALUE			X				
COINSURANCE			X				If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		X					If YES, LIMIT: 25,000,000 DED: 25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X					If YES, LIMIT: DED:
- Demolition Costs		X					If YES, LIMIT: 300,000 Per Bldg DED: 25,000
- Incr. Cost of Construction		X					If YES, LIMIT: 300,000 Per Bldg DED: 25,000
EARTH MOVEMENT (If Applicable)		X					If YES, LIMIT: 25,873,464 DED: 10%
FLOOD (If Applicable)			X				If YES, LIMIT: DED:
WIND / HAIL (If Subject to Different Provisions)		X					If YES, LIMIT: 25,000,000 DED: 25,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

MORTGAGEE LENDERS LOSS PAYABLE	<input checked="" type="checkbox"/>	CONTRACT OF SALE Evidence of Insurance	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Condominium Management 12729 Northup Way, Suite 200 Bellevue, WA 98005			AUTHORIZED REPRESENTATIVE 

Order: JCRFFKYJ8

Address: 8515 Meridian Pl NE Apt 201

Order Date: 05-25-2026

Document ID for resale: HomeWiseDocs

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

Certificate Holder is named as Mortgagee/Loss Payee. Coverage is "All In" including Tenant Improvement and Betterments (TIB), walls-in and interior build-out. Wind/Hail coverage is included and is subject to the Property Deductible. \$50,000 Water Damage deductible applies.
(63 Residential Units, 17 Buildings)

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2025

PRODUCER Phone: 425-691-2650 Fax: 425-691-5208
The Partners Group LLC
1111 Lake Washington Blvd N
Suite 400
Renton WA 98056

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Somersfield Condominium Association
c/o Condominium Management
12729 Northup Way, Suite 20
Bellevue WA 98005

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Federal Insurance Company	20281
INSURER C: Accelerant National Insurance Company	10220
INSURER D:	
INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N030PK317001	12/8/2025	12/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N030PK317001	12/8/2025	12/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	G75233462	12/8/2025	12/8/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under SPECIAL PROVISIONS below	N030PK317001	12/8/2025	12/8/2026	WC STATU-TORY LIMITS OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	OTHER CRIME (FIDELITY) DIRECTORS & OFFICERS	PCAC0127760620 99835750	12/8/2025 12/8/2025	12/8/2026 12/8/2026	CRIME LIMIT \$750,000 CRIME DEDUCTIBLE \$250 D&O LIMIT \$1,000,000 D&O DEDUCTIBLE \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is named as Additional Insured as respects the Named Insured. Severability of Interests/Separation of Insureds applicable. Property Manager is included within the definition of Insured on the Crime (Fidelity) policy.
(63 Residential Units, 17 Buildings)

CERTIFICATE HOLDER

CANCELLATION

Condominium Management
12729 Northup Way, Suite 200
Bellevue WA 98005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]
NE Apr 201

Order: JCR FFKYJ8
Address: 8510 Meridian Pk NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

**Prior Year Annual Meeting Minutes
Sommerfield Townhomes & Condominiums**

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

Somerfield Homeowner's Association (HOA) Annual Meeting

December 30, 2024 @ 6:30pm (via Zoom)

Meeting Agenda

- 1) Sign In
- 2) Call to Order
- 3) Approval of 2024 Annual Meeting Minutes
- 4) Report of Officers/Board
President's Report – Summary of 2024
- 5) 2025 Proposed Budget
 - a) Review of the proposed budget
 - b) Vote
- 6) Election of Board Members
 - a) Nominations
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- 7) New Business
- 8) Adjournment

Somerfield Association Manager:

Robert Olsen
Condominium Management
425-562-1200 ext. 134
(8am-4pm)
rolsen@condohoa.net

Board Members:

Vanessa Wilyat
Abbie Lambert

After Hours **Emergency Number:**

(4pm-8am M-F, All day Saturday-Sunday)

206-236-4663

Condominium Management

President's Report: Summary of 2024

Wind-Drive Rain Damage

Evolution Architecture completed their investigation of all buildings in the Somerfield complex to look for evidence of hidden wind-driven rain damage.

Summary of Findings

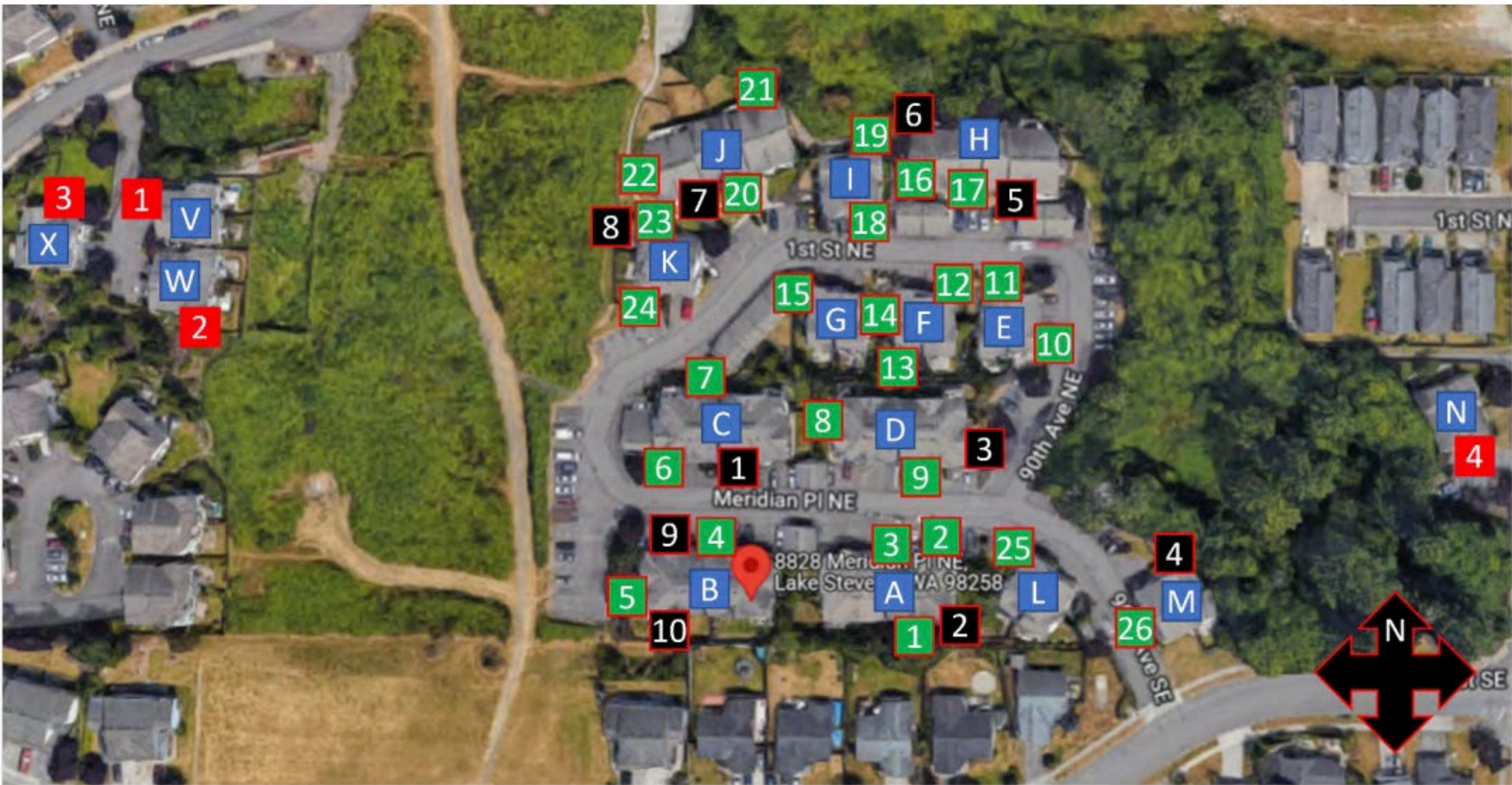
10 openings made in 2022: Water damage observed in 5 of 10 openings (50%)

26 openings made in 2023: Water damage observed in 17 of 26 openings (65%)

4 openings made in 2024: Water damage observed in 0 of 4 openings (0%)

Photo 7.1: Opening Location





BUILDING

MAY 2024 OPENING

2023 INVESTIGATION OPENING

2022 INVESTIGATION OPENING

President's Report: Summary of 2024

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Evolution Architecture completed their investigation of all buildings in the Somerfield complex to look for evidence of hidden wind-driven rain damage.

Summary of Findings

10 openings made in 2022: Water damage observed in 5 of 10 openings (50%)

26 openings made in 2023: Water damage observed in 17 of 26 openings (65%)

4 openings made in 2024: Water damage observed in 0 of 4 openings (0%)

Attorneys from **Stein, Sudweeks & Stein** are currently working with Somerfield's past insurance providers to secure money to repair the wind-driven damage that was discovered.

State Farm: insurance coverage from 2000-2003

Not seeking money from this company, as their fine print excludes coverage for this type of damage

QBE: insurance coverage from 2003-2015

Our lawyers are on QBE's schedule for talks to secure additional funds (Pending)

Country Mutual: insurance coverage from 2015-2022

Mediation with **Country Mutual** ended with a \$700,000 settlement.

After lawyers' fees (36%) are removed, this results in **\$448,000** for Somerfield.

President's Report: Summary of 2024

Roof Replacement

Elite Roofing has been hired to complete Phase 3 of our roofing project in January/February 2025. We obtained bids for Phase 2 and Phase 3 of the roofing project from three different roofing companies (Axis Roof and Gutter, Elite Roofing, and Cornerstone Roofing).

Phase 1: Buildings L, M, N, V, W, X and adjacent garages/carports (Completed Summer 2022)

Phase 2: Buildings E, F, G, H, I, J, K and adjacent garages/carports

Phase 3: Buildings A, B, C, D and adjacent garages/carports (to be completed January/Feb 2025)

**All roofing companies identified Phase 3 buildings to be in the most dire need of repairs.



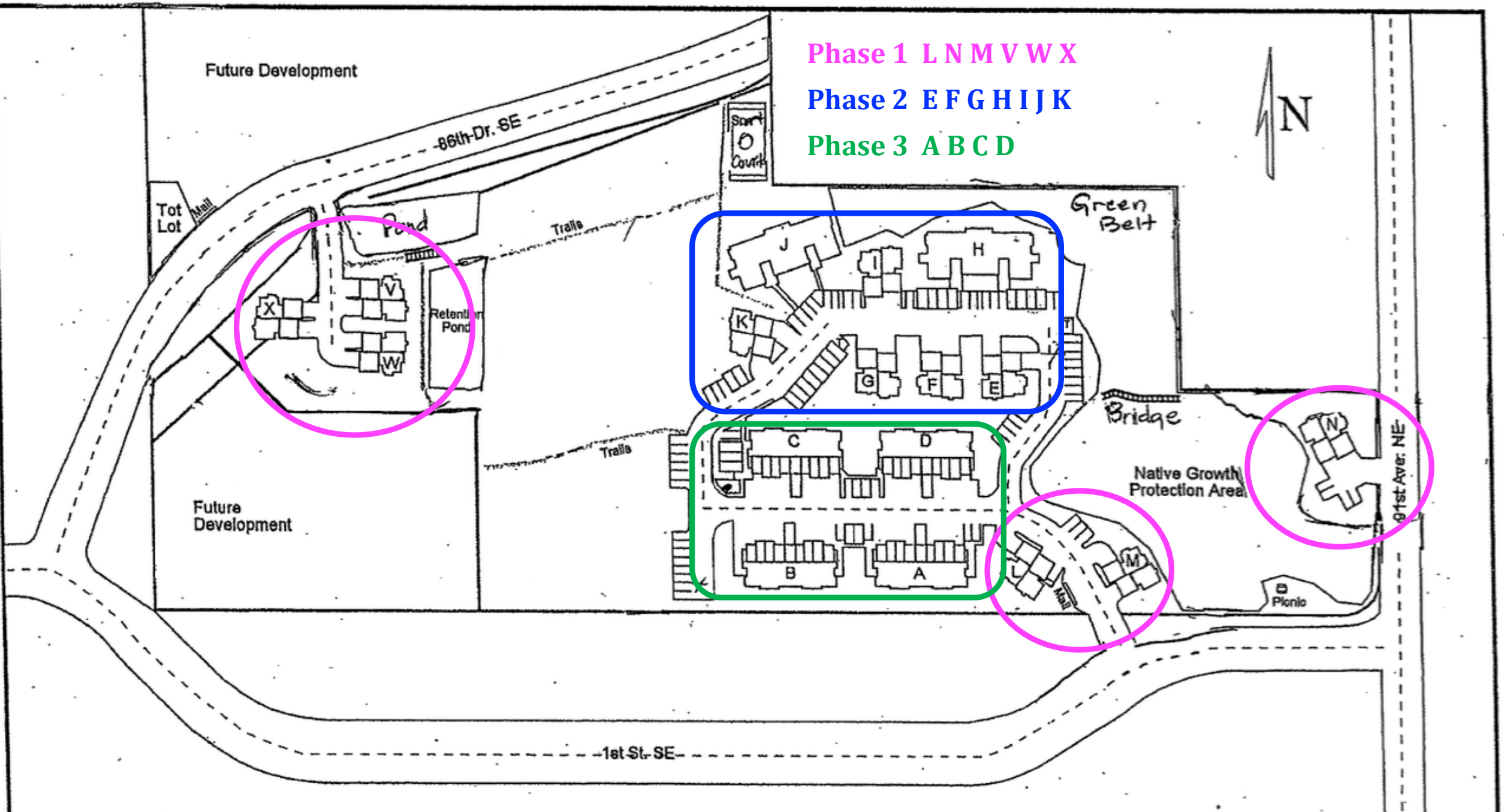
Last update from Elite Dec 26th:

Somerfield work is *tentatively* scheduled to begin sometime between the week of 2/3/25 – 3/07/25

Phase 1 L N M V W X

Phase 2 E F G H I J K

Phase 3 A B C D



President's Report: Summary of 2024

New Insurance Policy

American Alternative Insurance did NOT renew their coverage for Somerfield due to a high number of claims (water damage claims).

Somerfield enlisted the help of **The Partners Group** to shop for a new insurance policy.

The most competitive bid came in from **Accelerant National**, and new coverage from this insurance provider started on December 8, 2024.

The standard deductible on this new policy has been increased to **\$25,000** for non-water claims and was required to be set at **\$50,000** for water damage claims (due to high numbers of water damage claims in Somerfield's recent history.)

Deductibles were previously at \$10,000 for both water and non-water claims.

IMPORTANT: All owners need to adjust their personal condo insurance policies to match these new deductibles!!!

New Master Insurance Policy Deductibles

Standard Policy Deductible: \$25,000

Water Damage Deductible: \$50,000

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

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(63 Residential Units, 17 Buildings)



Somerfield Condominium
(Master HOA Insurance)

**Info about Somerfield's
Master Policy**

What does the Master Association Policy Cover?

Building coverage includes Common and Limited Common elements, Units, and all fixtures and equipment belonging to the association. The Master policy provides coverage for the full replacement value of each Unit including all interior finishes and improvements.

Liability coverage is designed to protect the Homeowners Association for claims arising from the common or limited common areas. It does not provide liability coverage for a unit owner's personal liability. Personal Liability coverage should be purchased separately and individually for the unit owner's personal protection.

Covered Causes of Loss include: fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden and immediate water escape or overflow from plumbing or appliances, and frozen pipes.

No coverage is provided for wear and tear, deterioration, damage by insects or animals, settling or cracking of foundation, walls, basements or roofs. There is no coverage for damage caused by continuous or repeated leakage or seepage from appliances or plumbing. This includes, but is not limited to, leaking from around the shower, bathtub, toilet or sink. These events are classified as maintenance items.

What do I need to carry for insurance as the homeowner?

Your Own Personal Condo Insurance Policy

As the homeowner, you need to buy a Condominium Owners policy, also known as an “HO-6” or “Condominium Homeowners” policy. If you own the Unit, but lease it out, then you need a “Condominium Landlord” policy. **If you are interested in obtaining a competitive Condominium Homeowners or Condominium Landlord quote, please reach out to our Personal Lines Insurance Team (contact email listed below).**

This policy will provide coverage to you personally for:

- Personal Liability
- Personal Property (furniture, clothing, electronics, etc.)
- Additional living expenses (in case you need temporary living accommodations after a covered loss)
- Building or Dwelling coverage of **\$50,000** (This number covers both the \$25K standard deductible and the higher \$50K water-damage deductible)
- Water / Sewer Backup of **\$50,000**
- Optional - Earthquake Loss Assessment (covers your portion of the HOA EQ assessed deductible)
- Optional - Earthquake coverage for all other items mentioned above

Your association’s master policy carries a deductible of **\$50,000**. When a claim occurs in your unit, the association may seek to recover the deductible from you as the unit owner or owners involved in the claim. Your obligation to pay the deductible may be offset by your HO-6 or Condo Landlord policy. This coverage comes from “Coverage A – Building or Dwelling” or “Betterments & Improvements”, or possibly the “Loss Assessment” portion of your personal policy. It could be subject to your own deductible, which is typically \$500 or \$1,000 depending on what you choose personally.

Insurance Broker: Ryan Stewart, **The Partners Group** | rstewart@tpgrp.com | 425-467-3173

Account Manager: Amanda Chelemedos, **The Partners Group** | achelemedos@tpgrp.com | 425-467-3155

Personal Lines Insurance Team: PLhoawa@tpgrp.com

Summary

Coverage

Discounts & Savings

Update Coverages

Example: My own USAA Condo Insurance Policy

This number needs to match the Master Policy Deductible (\$50,000)

Adjust the other numbers to match your needs and budget

Also make sure your policy has Special Assessment (or "Loss Assessment") coverage!!!

Standard Coverage

Coverage Type	Coverage Limit
Dwelling - Building Items	\$ 50,000
Personal Belongings (Includes Replacement Cost)	\$ xxxx
Loss of Use	\$ xxxx
Personal Liability - Each Occurrence	\$ xxxx
Medical Payments to Others	\$ xxxx
Flood	Get a Quote

Deductibles

Type	Amount
Covered Perils	1% or 2% of Personal Property number

Additional Coverage

Endorsements in this section provide coverage up to the limit shown.

Coverage Type	Coverage Limit	Annual Premium
Technology Coverage	Not Included	
Water Backup or Sump Pump Overflow	\$50,000	\$ xxxx

Treasurer's Report (as of 10/31/24)

Operating Account: \$24,586.65

Reserve Account: \$669,595.80

The previous year's expenses were reviewed in order to make recommendations for budget line item numbers for the 2025 budget.

The association contributed \$148,200.00 to the Reserve Account.

Expenses Paid from Reserve Account:

Building envelope investigative service
Roof repairs/replacements

Somerfield Homeowner's Association (HOA) Annual Meeting

December 30, 2024 @ 6:30pm (via Zoom)

Meeting Agenda

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Somerfield Association Manager:

Robert Olsen
Condominium Management
425-562-1200 ext. 134
(8am-4pm)
rolsen@condohoa.net

Board Members:

Vanessa Wilyat
Abbie Lambert

After Hours Emergency Number:
(4pm-8am M-F, All day Saturday-Sunday)

206-236-4663
Condominium Management

**Somerfield HOA
2024 Budget**

		2024 Ratified Budget	2024 Projected Year End	2025 draft Budget	Comments
Income:					
	Maintenance Assessments	342,356	342,356	373,436	9.7% increase
	Garbage Reimbursement	10,500	10,500	11,208	\$874.88/mo - 2024 - \$919/mo - 2025
	Alarm Line Reimbursement	4,345	4,345	4,345	\$362.11/mo for 2025
	Garage Maint Income	1,150	1,152	1,320	\$110/mo for 2025
	Late Charges	0	800	0	
	Interest Income-Checking	0	15	0	
	Legal Reimbursement	1,000	0	0	Offset by expense
	Income and Other	0	10	0	Violations
	Total Income	359,351	359,178	390,309	
Reserve Contribution					
	Reserve Contribution	(177,840)	(177,840)	(177,840)	2025 Reserve Study recommends \$190,800. Alternate Funding plan \$175,200 Currently 37.2% funded.
	Operating Income	181,511	181,338	212,469	

		2024 Ratified Budget	2024 Projected Year End	2025 draft Budget	Comments
Expenses:					
Administrative					
	Office Expenses	1,500	1,500	2,000	Copies, postage, monthly emergency fee
	Management Fee	26,400	26,400	28,200	\$2350/month - 6.8% increase
	Legal Expense	1,000	1,420	1,500	Non reimbursable legal costs
	Legal Reimbursable	0	0	0	Reimbursable collection costs/offset by income
	Bad Debt Expense	0	0	0	Uncollected Assessments/bad debt
	Insurance	28,000	24,302	50,000	Based on CAU cancellation and claims - estimated by broker
	Earthquake Insurance	24,820	21,580	24,817	15% increase for EQ for new policy
	Audit/Accounting	2,400	0	2,800	Required yearly
	Reserve Study	1,190	990	990	2025 final year of 3 year loyalty plan
	FHA Renewal	0	0	0	Expires on September 2026
	Total Administrative	85,310	76,192	110,307	
Utilities					
	Electric	2,310	2,782	2,950	5% increase anticipated
	Garbage	10,500	10,500	11,208	Billed to owners - \$919/ Monthly charges
	Water	22,260	20,000	21,200	6% increase estimated
	Total Utilities	35,070	33,282	35,358	

		2024 Ratified Budget	2024 Projected Year End	2025 draft Budget	Comments
Building Maintenance					
	Landscaping - contract	21,977	21,903	23,655	8% increase for 2025
	Landscaping - other	2,000	975	2,000	Additional Services
	Backflow Testing & Repairs	0	1,699	1,699	Done yearly
	Building Maintenance	18,000	15,000	15,000	General maintenance/dryer vent cleaning/storm drain cleaning
	Window Cleaning	0	0	10,000	Scheduled for 2025
	Roof & Gutter Maintenance	8,900	14,885	4,500	Done late fall and as needed basis
	Trail/Pond Maintenance	2,000	0	2,000	Pond cleaning/clearing
	Pest Control	3,800	2,316	3,500	\$192.97/mo for 2025
	Fire Alarm Monitoring	950	950	950	Monitoring \$931/mo
	Fire Extinguisher/Inspection	3,500	3,500	3,500	Annual testing \$1820. Repairs \$800 unplanned expenses \$800
	Total Maintenance	61,127	61,227	66,804	
	Total Operating Expenses:	181,507	170,702	212,469	
	Net Profit/(Loss)	4	10,636	(0)	
	Reserve Summary				
	Reserve Contribution	177,840	177,840	177,840	Annual Contribution per Reserve Study
	Interest Income	0	3,000	0	
	Total Contribution	177,840	180,840	177,840	

Reserve expenses	2024	2024	2025	Comments
Columns/Post- Repairs	0	0	10,300	2025 Reserve Study recommendation
concrete -repair replace	4,430	0	4,550	2025 Reserve Study recommendation
Concrete Curb- Partial Replacement	5,150	0	5,300	2025 Reserve Study recommendation
Asphalt -Repairs/Sealcoat/stripe	28,000	0	28,850	2025 Reserve Study recommendation
Bridges Refurbish	0	0	9,450	2025 Reserve Study recommendation
Bark/Mulch Replenish	6,600	0	6,800	2025 Reserve Study recommendation
Trees Trim/Replace	8,250	0	8,500	2025 Reserve Study recommendation
Step slope roofs 2023	209,500	0	215,500	<u>Pending Phase 3 completion - Reserve Study recommends</u>
Traffic Coated Decks recoat	28,600	0	35,200	2025 Reserve Study recommendation
Plumbing System Evaluation	17,400	0	16,800	2025 Reserve Study recommendation
Fire Alarm Panel replace	5,100	0	5,250	2025 Reserve Study recommendation
HVAC investigation	0	7,954	0	J2 was assigned to review personal HVAC -AC installs for Association
J2/Geotech retaining wall repair	0	0	0	<u>Board needs to decide on what kind of retaining wall to install so you can get a price to budget for.</u>
Total	313,030	7,954	346,500	

The Association has a Reserve Study that meets requirements of RCW 64.90.550

Yes X No

Does the Budget meet the Reserve Study's Recommendation

Yes No x

Recommended Reserve Contribution 190,800

Budgeted Reserve Contribution 177,840

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206-236-4663
Condominium Management



Somerfield
Lake Stevens, WA
Level of Service: **Update "No-Site-Visit"**

Report #: **18635-12**
of Units: **63**

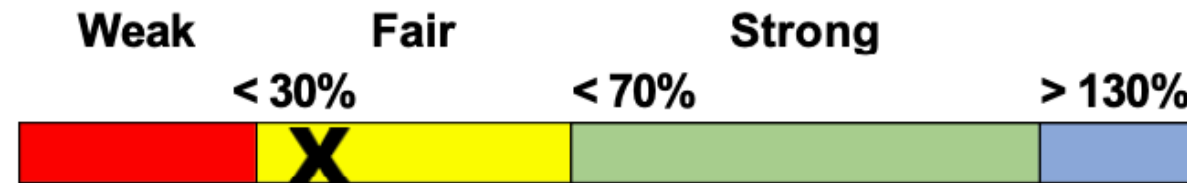
January 1, 2025 through December 31, 2025

Findings & Recommendations

as of January 1, 2025

Starting Reserve Balance	.....\$675,998
Current Fully Funded Reserve Balance	..... \$1,819,516
Percent Funded	.....37.2 %
Average Reserve (Deficit) or Surplus Per Unit	..... (\$18,151)
Recommended 2025 100% Monthly "Full Funding" Contributions	.....\$15,900
2025 "Baseline Funding" minimum to keep Reserves above \$0	.....\$14,600
Most Recent Budgeted Contribution Rate	.....\$14,820

Reserve Fund Strength: 37.2%



Risk of Special Assessment:

High **Medium** **Low**

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	.....1.00 %
Annual Inflation Rate	.....3.00 %

Reserve Study for 2025

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Special Projects				
90	Entry Columns/Post - Repairs	10	1	\$10,300
Site & Grounds				
100	Concrete - Repair/Replace	5	0	\$4,550
102	Concrete Curb - Partial Replace	10	0	\$5,300
120	Asphalt - Resurface	30	8	\$262,500
121	Asphalt - Repair/Sealcoat/Stripe	5	0	\$28,850
130	Bridges - Refurbish	5	1	\$9,450
140	Wood Fences - Replace 2028	15	3	\$21,650
141	Wood Fences - Replace 2029	15	4	\$25,500
142	Wood Fences - Replace 2031	15	6	\$21,250
143	Wood Fences - Replace 2033	15	8	\$21,650
144	Wood Fences - Replace 2034	15	9	\$25,950
145	Wood Fences - Replace (2026)	15	1	\$21,500
147	Trash Enclosures - Replace	15	6	\$9,300
148	Vinyl Fences - Replace	30	6	\$55,000
160	Pole Lights - Replace	25	2	\$21,800
172	Bark/Mulch - Replenish	2	0	\$6,800
185	Stormwater Ponds - Refurbish	15	3	\$5,600
186	Pond Fences - Replace	30	6	\$19,650

Reserve Study for 2025

	# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
190	Trees - Trim/Replace	1	0	\$8,500
195	Mailboxes - Replace	20	3	\$15,000
200	Entry Signs - Replace	20	1	\$3,100
330	Basketball Court - Recoat/Stripe	10	4	\$9,700
331	Basketball Equipment - Replace	30	24	\$3,350
Building Exterior				
500	Steep Slope Roofs (2021) - Replace	20	16	\$149,000
501	Steep Slope Roofs (2022) - Replace	20	17	\$191,000
502	Steep Slope Roofs (2023) - Replace	20	0	\$215,500
510	Gutters/Downspouts - Replace	40	16	\$106,000
520	Vinyl Siding - Exterior Renovation	40	16	\$1,335,000
521	Siding - Clean/Inspect	5	2	\$11,300
533	Exterior Surfaces - Caulk & Paint	10	1	\$105,250
542	Traffic Coated Decks - Resurface	40	16	\$64,600
543	Traffic Coated Decks - Recoat	5	0	\$35,200
570	Exterior Lights - Replace	40	16	\$31,300
Systems and Evaluations				
900	Plumbing - Systems Evaluation	1	0	\$16,800

Reserve Study for 2025

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
965	Fire Alarm Panel - Replace	20	0	\$5,250

35 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year, light blue highlighted items are expected to occur within the first-five years.

Reserve Study
Somerfield Townhomes & Condominiums

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Somerfield
Lake Stevens, WA



Report #: 18635-13
Beginning: January 1, 2026
Expires: December 31, 2026

RESERVE STUDY
Update "No-Site-Visit"

November 14, 2025

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Welcome to your Reserve Study!

A Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**

Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.

- **Reserve Fund Strength**

A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.

- **Reserve Funding Plan**

A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

Questions?

Please contact your Project Manager directly.



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Somerfield

Lake Stevens, WA

Level of Service: Update "No-Site-Visit"

Report #: 18635-13

of Units: 63

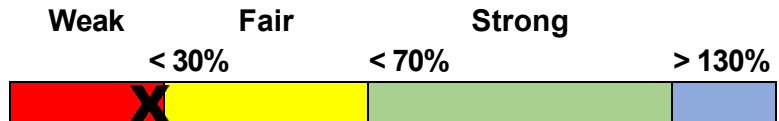
January 1, 2026 through December 31, 2026

Findings & Recommendations

as of January 1, 2026

Starting Reserve Balance	\$1,070,379
Current Fully Funded Reserve Balance	\$3,980,250
Percent Funded	26.9 %
Average Reserve (Deficit) or Surplus Per Unit	(\$46,188)
Recommended 2026 100% Monthly "Full Funding" Reserve Transfers	\$14,820
Recommended 2026 70% Monthly "Threshold Funding" Reserve Transfers	\$12,600
2026 "Baseline Funding" minimum to keep Reserves above \$0	\$9,500
Recommended 2026 Special Assessment	\$3,300,000
Most Recent Budgeted Reserve Transfer Rate	\$14,820

Reserve Fund Strength: 26.9%



Risk of Special Assessment:

High Medium Low

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 0.27 %
 Annual Inflation Rate 3.00 %

- This is a Update "No-Site-Visit", meeting all requirements of the Revised Code of Washington (RCW). This study was prepared by, or under the supervision of a credentialed Reserve Specialist (RS™).
- Your Reserve Fund is currently 26.9 % Funded. This means the association's special assessment & deferred maintenance risk is currently High. The objective of your multi-year Funding Plan is to fund your Reserves to a level where you will enjoy a low risk of such Reserve cash flow problems. The current annual deterioration of your reserve components is \$3,453,307 - see Component Significance table.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget Reserve Transfers to 100% funding as noted above. The 100% "Full" transfer rate is designed to gradually achieve these funding objectives by the end of our 30-year report scope.
- No assets appropriate for Reserve designation known to be excluded. See appendix for component information and the basis of our assumptions. "Baseline Funding" in this report is as defined within the RCW, "to maintain the reserve account balance above zero throughout the thirty-year study period, without special assessments." Funding plan transfer rates, and reserves deficit or (surplus) are presented as an aggregate total, assuming average percentage of ownership. The actual ownership allocation may vary - refer to your governing documents, and assessment computational tools to adjust for any variation.

Regulatory Compliance: Rehabilitative construction projects exceeding 5% of the assessed value of the building must meet RCW 64.55 requirements, including building enclosure design & waterproofing details by a licensed architect/engineer and independent construction oversight. The RCW does not preclude Reserve Study contents including components with > 30 years Useful Life that otherwise meet CAI's National Reserve Study Standards.

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# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Special Projects			
90 Entry Columns/Post - Repairs	10	0	\$10,600
99 Building Remediation	1	0	\$3,300,000
Site & Grounds			
100 Concrete - Repair/Replace	5	0	\$4,700
102 Concrete Curb - Partial Replace	10	0	\$5,500
120 Asphalt - Resurface	30	7	\$270,000
121 Asphalt - Repair/Sealcoat/Stripe	5	0	\$29,700
130 Bridges - Refurbish	5	0	\$9,700
140 Wood Fences - Replace 2028	15	2	\$19,000
141 Wood Fences - Replace 2029	15	3	\$19,000
142 Wood Fences - Replace 2031	15	5	\$22,000
143 Wood Fences - Replace 2033	15	7	\$19,000
144 Wood Fences - Replace 2034	15	8	\$19,000
145 Wood Fences - Replace (2026)	15	0	\$19,000
147 Trash Enclosures - Replace	15	5	\$9,600
148 Vinyl Fences - Replace	30	5	\$56,700
160 Pole Lights - Replace	25	1	\$22,500
172 Bark/Mulch - Replenish	2	0	\$7,000
185 Stormwater Ponds - Refurbish	15	2	\$5,800
186 Pond Fences - Replace	30	5	\$20,200
190 Trees - Trim/Replace	1	0	\$13,600
195 Mailboxes - Replace	20	2	\$15,500
200 Entry Signs - Replace	20	0	\$3,200
330 Basketball Court - Recoat/Stripe	10	3	\$10,000
331 Basketball Equipment - Replace	30	23	\$7,100
Building Exterior			
500 Steep Slope Roofs (2021) - Replace	20	15	\$140,000
501 Steep Slope Roofs (2022) - Replace	20	16	\$292,000
502 Steep Slope Roofs (2025) - Replace	20	19	\$237,000
510 Gutters - Replace	40	15	\$59,400
511 Downspouts/Deck Gutters - Replace	40	40	\$41,400
520 Vinyl Siding - Exterior Renovation	40	40	\$1,930,000
521 Siding - Clean/Inspect	5	5	\$25,000
533 Exterior Surfaces - Caulk & Paint	10	10	\$50,000
542 Elevated Decks - Resurface	20	20	\$90,900
570 Exterior Lights - Replace	40	15	\$32,200
Systems and Evaluations			
900 Plumbing - Systems Evaluation	20	0	\$17,300

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
965 Fire Alarm Panel - Replace	20	0	\$5,400
995 Building Envelope & Structure	10	10	\$16,100

37 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year, light blue highlighted items are expected to occur within the first-five years.

Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve funding is not "for the future". Ongoing Reserve transfers are intended to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



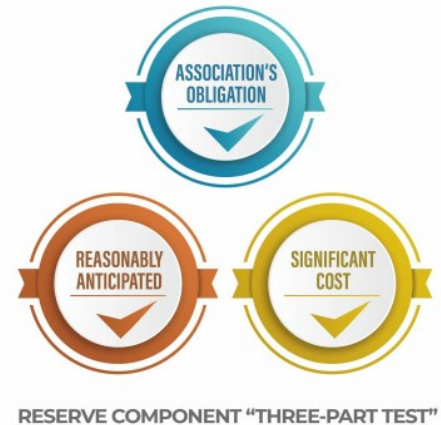
For this [Update No-Site-Visit Reserve Study](#), we started with a review of your prior Reserve Study, then looked into recent Reserve expenditures, evaluated how expenditures are handled (ongoing maintenance vs Reserves), and researched any well-established association

precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Reserve Study and interviews with association representatives.

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Which Physical Assets are Funded by Reserves?

There is a national-standard three-part test to determine which projects should appear in a Reserve Component List. First, it must be a common area maintenance obligation. Second, both the need and schedule of a component's project can be reasonably anticipated. Third, the project's total cost is material to the client, can be reasonably anticipated, and includes all direct and related costs. A project cost is commonly considered *material* if it is more than 0.5% to 1% of the total annual budget. This limits Reserve components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to natural disasters and/or insurable events), and expenses more appropriately handled from the Operational budget.



How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!

How much should we transfer to Reserves?



According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable rate of ongoing Reserve transfers is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve transfers that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Board members to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Board members invite liability exposure when Reserve transfers are inadequate to offset ongoing common area deterioration.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, recommended Reserve transfers for Baseline Funding average only 10% to 15% less than Full Funding recommendations. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these expenses are shown in the 30-yr Summary Table, while details of the projects that make up these expenses are shown in the Cash Flow Detail Table.

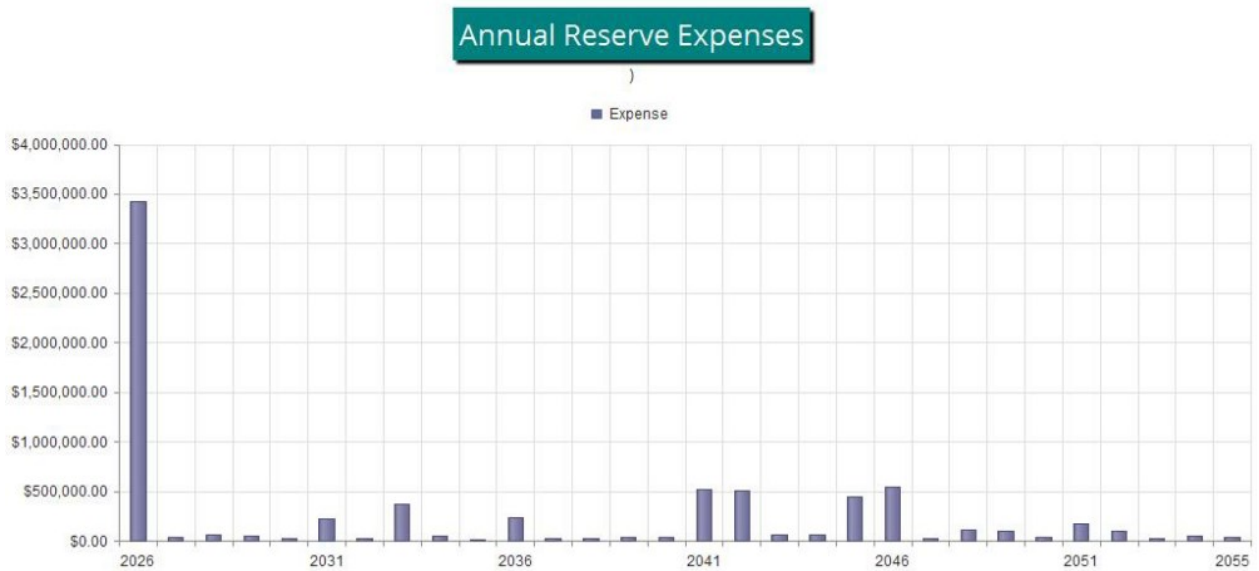


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$1,070,379 as-of the start of your Fiscal Year on 1/1/2026. As of that date, your Fully Funded Balance is computed to be \$3,980,250 (see Fully Funded Balance Table). This figure represents the deteriorated value of your common area components.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending Monthly budgeted transfers of \$14,820 this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary Table and the Cash Flow Detail Table.

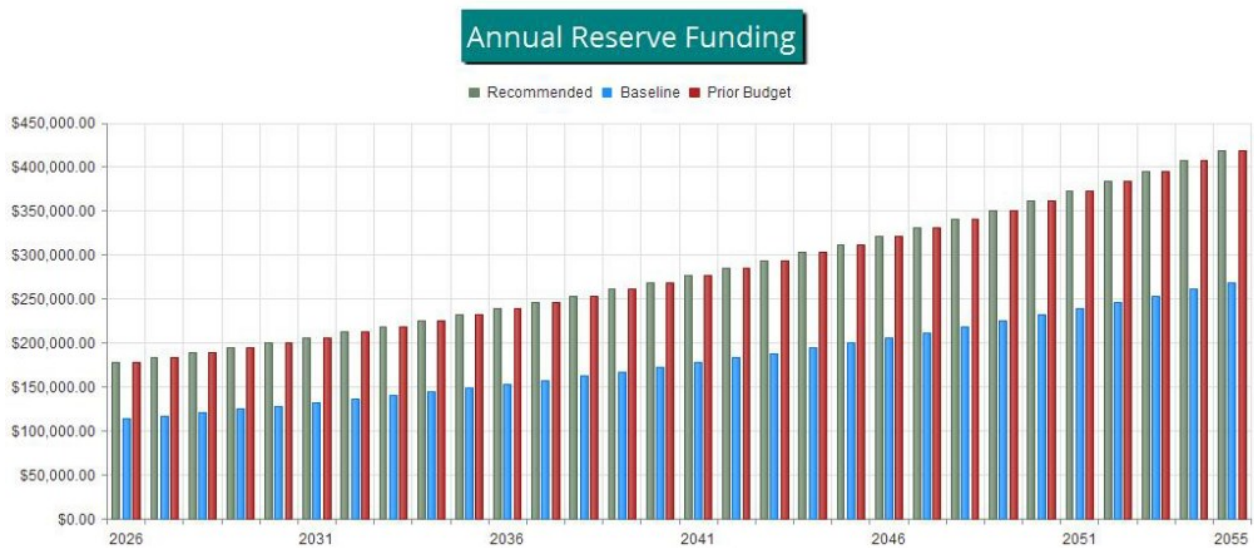


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan, an alternate Baseline Funding Plan, and at your current budgeted transfer rate (assumes future increases), compared to your always-changing Fully Funded Balance target.

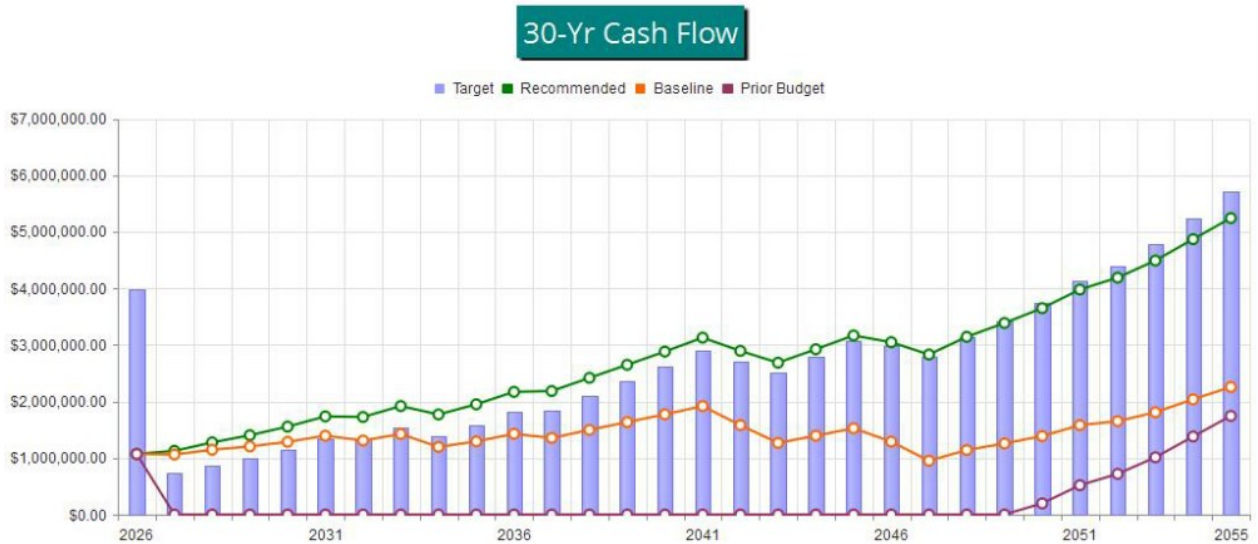


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

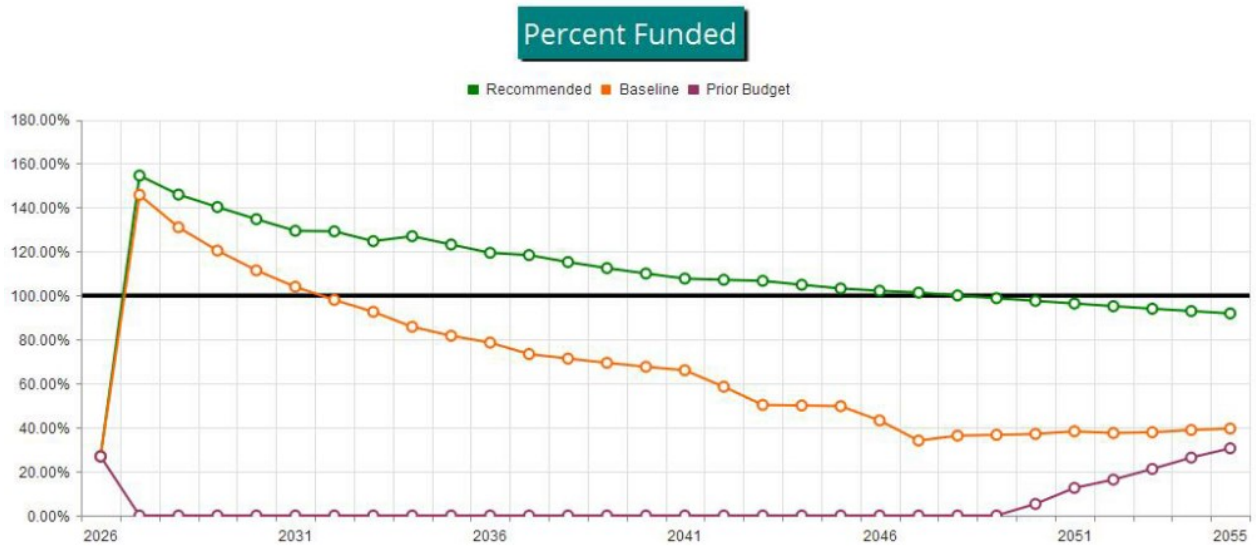


Figure 4

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Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their specific proportion related to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve funding requirements. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

#	Component	Approx	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
						Lower Estimate	Higher Estimate
Special Projects							
90	Entry Columns/Post - Repairs	1	Allowance (Wood & Vinyl)	10	0	\$9,540	\$11,700
99	Building Remediation	1	Building Envelope Project	1	0	\$2,970,000	\$3,630,000
Site & Grounds							
100	Concrete - Repair/Replace	1	Allowance	5	0	\$4,230	\$5,170
102	Concrete Curb - Partial Replace	1	Allowance	10	0	\$4,950	\$6,050
120	Asphalt - Resurface	70,000	square feet	30	7	\$243,000	\$297,000
121	Asphalt - Repair/Sealcoat/Stripe	70,000	SF	5	0	\$26,700	\$32,700
130	Bridges - Refurbish	2	Wood Structures	5	0	\$8,730	\$10,700
140	Wood Fences - Replace 2028	283	Linear Feet	15	2	\$17,100	\$20,900
141	Wood Fences - Replace 2029	283	Linear Feet	15	3	\$17,100	\$20,900
142	Wood Fences - Replace 2031	327	Linear Feet	15	5	\$19,800	\$24,200
143	Wood Fences - Replace 2033	283	Linear Feet	15	7	\$17,100	\$20,900
144	Wood Fences - Replace 2034	283	Linear Feet	15	8	\$17,100	\$20,900
145	Wood Fences - Replace (2026)	283	Linear Feet	15	0	\$17,100	\$20,900
147	Trash Enclosures - Replace	100	LF / Wood Fence	15	5	\$8,640	\$10,600
148	Vinyl Fences - Replace	1,100	LF / Split Rail	30	5	\$51,000	\$62,400
160	Pole Lights - Replace	6	Metal & Glass pole lights	25	1	\$20,200	\$24,800
172	Bark/Mulch - Replenish	1	Allowance	2	0	\$6,300	\$7,700
185	Stormwater Ponds - Refurbish	2	Large ponds	15	2	\$5,220	\$6,380
186	Pond Fences - Replace	670	LF / Chain Link	30	5	\$18,200	\$22,200
190	Trees - Trim/Replace	1	Allowance	1	0	\$12,200	\$15,000
195	Mailboxes - Replace	5	Cluster Stands	20	2	\$14,000	\$17,000
200	Entry Signs - Replace	2	Carved Wood	20	0	\$2,880	\$3,520
330	Basketball Court - Recoat/Stripe	1	28 x 50/Concrete	10	3	\$9,000	\$11,000
331	Basketball Equipment - Replace	1	Assembly	30	23	\$6,390	\$7,810
Building Exterior							
500	Steep Slope Roofs (2021) - Replace	15,100	SF	20	15	\$126,000	\$154,000
501	Steep Slope Roofs (2022) - Replace	31,500	SF	20	16	\$263,000	\$321,000
502	Steep Slope Roofs (2025) - Replace	25,600	SF	20	19	\$213,000	\$261,000
510	Gutters - Replace	3,830	LF / Metal	40	15	\$53,500	\$65,300
511	Downspouts/Deck Gutters - Replace	2,670	LF / Metal	40	40	\$37,300	\$45,500
520	Vinyl Siding - Exterior Renovation	68,000	SF	40	40	\$1,740,000	\$2,120,000
521	Siding - Clean/Inspect	68,000	SF	5	5	\$22,500	\$27,500
533	Exterior Surfaces - Caulk & Paint	1	Allowance	10	10	\$45,000	\$55,000
542	Elevated Decks - Resurface	2,200	SF	20	20	\$81,800	\$100,000
570	Exterior Lights - Replace	200	Fixtures	40	15	\$29,000	\$35,400
Systems and Evaluations							
900	Plumbing - Systems Evaluation	1	Supply & drain lines	20	0	\$15,600	\$19,000
965	Fire Alarm Panel - Replace	1	Silent Knight	20	0	\$4,860	\$5,940
995	Building Envelope & Structure	1	Inspection & Report	10	10	\$14,500	\$17,700
37	Total Funded Components						

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#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
Special Projects								
90	Entry Columns/Post - Repairs	\$10,600	X	10	/	10	=	\$10,600
99	Building Remediation	\$3,300,000	X	1	/	1	=	\$3,300,000
Site & Grounds								
100	Concrete - Repair/Replace	\$4,700	X	5	/	5	=	\$4,700
102	Concrete Curb - Partial Replace	\$5,500	X	10	/	10	=	\$5,500
120	Asphalt - Resurface	\$270,000	X	23	/	30	=	\$207,000
121	Asphalt - Repair/Sealcoat/Stripe	\$29,700	X	5	/	5	=	\$29,700
130	Bridges - Refurbish	\$9,700	X	5	/	5	=	\$9,700
140	Wood Fences - Replace 2028	\$19,000	X	13	/	15	=	\$16,467
141	Wood Fences - Replace 2029	\$19,000	X	12	/	15	=	\$15,200
142	Wood Fences - Replace 2031	\$22,000	X	10	/	15	=	\$14,667
143	Wood Fences - Replace 2033	\$19,000	X	8	/	15	=	\$10,133
144	Wood Fences - Replace 2034	\$19,000	X	7	/	15	=	\$8,867
145	Wood Fences - Replace (2026)	\$19,000	X	15	/	15	=	\$19,000
147	Trash Enclosures - Replace	\$9,600	X	10	/	15	=	\$6,400
148	Vinyl Fences - Replace	\$56,700	X	25	/	30	=	\$47,250
160	Pole Lights - Replace	\$22,500	X	24	/	25	=	\$21,600
172	Bark/Mulch - Replenish	\$7,000	X	2	/	2	=	\$7,000
185	Stormwater Ponds - Refurbish	\$5,800	X	13	/	15	=	\$5,027
186	Pond Fences - Replace	\$20,200	X	25	/	30	=	\$16,833
190	Trees - Trim/Replace	\$13,600	X	1	/	1	=	\$13,600
195	Mailboxes - Replace	\$15,500	X	18	/	20	=	\$13,950
200	Entry Signs - Replace	\$3,200	X	20	/	20	=	\$3,200
330	Basketball Court - Recoat/Stripe	\$10,000	X	7	/	10	=	\$7,000
331	Basketball Equipment - Replace	\$7,100	X	7	/	30	=	\$1,657
Building Exterior								
500	Steep Slope Roofs (2021) - Replace	\$140,000	X	5	/	20	=	\$35,000
501	Steep Slope Roofs (2022) - Replace	\$292,000	X	4	/	20	=	\$58,400
502	Steep Slope Roofs (2025) - Replace	\$237,000	X	1	/	20	=	\$11,850
510	Gutters - Replace	\$59,400	X	25	/	40	=	\$37,125
511	Downspouts/Deck Gutters - Replace	\$41,400	X	0	/	40	=	\$0
520	Vinyl Siding - Exterior Renovation	\$1,930,000	X	0	/	40	=	\$0
521	Siding - Clean/Inspect	\$25,000	X	0	/	5	=	\$0
533	Exterior Surfaces - Caulk & Paint	\$50,000	X	0	/	10	=	\$0
542	Elevated Decks - Resurface	\$90,900	X	0	/	20	=	\$0
570	Exterior Lights - Replace	\$32,200	X	25	/	40	=	\$20,125
Systems and Evaluations								
900	Plumbing - Systems Evaluation	\$17,300	X	20	/	20	=	\$17,300
965	Fire Alarm Panel - Replace	\$5,400	X	20	/	20	=	\$5,400
995	Building Envelope & Structure	\$16,100	X	0	/	10	=	\$0

\$3,980,250

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Special Projects					
90	Entry Columns/Post - Repairs	10	\$10,600	\$1,060	0.03 %
99	Building Remediation	1	\$3,300,000	\$3,300,000	95.56 %
Site & Grounds					
100	Concrete - Repair/Replace	5	\$4,700	\$940	0.03 %
102	Concrete Curb - Partial Replace	10	\$5,500	\$550	0.02 %
120	Asphalt - Resurface	30	\$270,000	\$9,000	0.26 %
121	Asphalt - Repair/Sealcoat/Stripe	5	\$29,700	\$5,940	0.17 %
130	Bridges - Refurbish	5	\$9,700	\$1,940	0.06 %
140	Wood Fences - Replace 2028	15	\$19,000	\$1,267	0.04 %
141	Wood Fences - Replace 2029	15	\$19,000	\$1,267	0.04 %
142	Wood Fences - Replace 2031	15	\$22,000	\$1,467	0.04 %
143	Wood Fences - Replace 2033	15	\$19,000	\$1,267	0.04 %
144	Wood Fences - Replace 2034	15	\$19,000	\$1,267	0.04 %
145	Wood Fences - Replace (2026)	15	\$19,000	\$1,267	0.04 %
147	Trash Enclosures - Replace	15	\$9,600	\$640	0.02 %
148	Vinyl Fences - Replace	30	\$56,700	\$1,890	0.05 %
160	Pole Lights - Replace	25	\$22,500	\$900	0.03 %
172	Bark/Mulch - Replenish	2	\$7,000	\$3,500	0.10 %
185	Stormwater Ponds - Refurbish	15	\$5,800	\$387	0.01 %
186	Pond Fences - Replace	30	\$20,200	\$673	0.02 %
190	Trees - Trim/Replace	1	\$13,600	\$13,600	0.39 %
195	Mailboxes - Replace	20	\$15,500	\$775	0.02 %
200	Entry Signs - Replace	20	\$3,200	\$160	0.00 %
330	Basketball Court - Recoat/Stripe	10	\$10,000	\$1,000	0.03 %
331	Basketball Equipment - Replace	30	\$7,100	\$237	0.01 %
Building Exterior					
500	Steep Slope Roofs (2021) - Replace	20	\$140,000	\$7,000	0.20 %
501	Steep Slope Roofs (2022) - Replace	20	\$292,000	\$14,600	0.42 %
502	Steep Slope Roofs (2025) - Replace	20	\$237,000	\$11,850	0.34 %
510	Gutters - Replace	40	\$59,400	\$1,485	0.04 %
511	Downspouts/Deck Gutters - Replace	40	\$41,400	\$1,035	0.03 %
520	Vinyl Siding - Exterior Renovation	40	\$1,930,000	\$48,250	1.40 %
521	Siding - Clean/Inspect	5	\$25,000	\$5,000	0.14 %
533	Exterior Surfaces - Caulk & Paint	10	\$50,000	\$5,000	0.14 %
542	Elevated Decks - Resurface	20	\$90,900	\$4,545	0.13 %
570	Exterior Lights - Replace	40	\$32,200	\$805	0.02 %
Systems and Evaluations					
900	Plumbing - Systems Evaluation	20	\$17,300	\$865	0.03 %
965	Fire Alarm Panel - Replace	20	\$5,400	\$270	0.01 %
995	Building Envelope & Structure	10	\$16,100	\$1,610	0.05 %
37	Total Funded Components			\$3,453,307	100.00 %

Order: JCRFFKYJ8
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026
 Document not for resale
 HomeWiseDocs



30-Year Reserve Plan Summary

Report # 18635-13
No-Site-Visit

Fiscal Year Start: 2026

Net After Tax Interest: 0.27 %

Avg 30-Yr Inflation: 3.00 %

Reserve Fund Strength (as-of Fiscal Year Start)	Projected Reserve Balance Changes								
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Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2026	\$1,070,379	\$3,980,250	26.9 %	High	0.00 %	\$177,840	\$3,300,000	\$2,964	\$3,425,700
2027	\$1,125,484	\$728,201	154.6 %	Low	3.00 %	\$183,175	\$0	\$3,240	\$37,183
2028	\$1,274,716	\$873,474	145.9 %	Low	3.00 %	\$188,670	\$0	\$3,614	\$64,609
2029	\$1,402,391	\$999,709	140.3 %	Low	3.00 %	\$194,331	\$0	\$3,991	\$46,550
2030	\$1,554,162	\$1,153,328	134.8 %	Low	3.00 %	\$200,160	\$0	\$4,441	\$23,185
2031	\$1,735,578	\$1,340,768	129.4 %	Low	3.00 %	\$206,165	\$0	\$4,671	\$221,653
2032	\$1,724,761	\$1,334,712	129.2 %	Low	3.00 %	\$212,350	\$0	\$4,916	\$24,597
2033	\$1,917,430	\$1,536,902	124.8 %	Low	3.00 %	\$218,721	\$0	\$4,976	\$372,160
2034	\$1,768,967	\$1,392,793	127.0 %	Low	3.00 %	\$225,282	\$0	\$5,019	\$50,164
2035	\$1,949,104	\$1,581,809	123.2 %	Low	3.00 %	\$232,041	\$0	\$5,559	\$17,745
2036	\$2,168,959	\$1,815,855	119.4 %	Low	3.00 %	\$239,002	\$0	\$5,874	\$231,019
2037	\$2,182,816	\$1,843,396	118.4 %	Low	3.00 %	\$246,172	\$0	\$6,208	\$18,826
2038	\$2,416,371	\$2,096,653	115.2 %	Low	3.00 %	\$253,557	\$0	\$6,835	\$29,371
2039	\$2,647,393	\$2,353,166	112.5 %	Low	3.00 %	\$261,164	\$0	\$7,463	\$34,657
2040	\$2,881,362	\$2,618,646	110.0 %	Low	3.00 %	\$268,999	\$0	\$8,111	\$31,159
2041	\$3,127,313	\$2,902,610	107.7 %	Low	3.00 %	\$277,069	\$0	\$8,127	\$519,271
2042	\$2,893,238	\$2,699,464	107.2 %	Low	3.00 %	\$285,381	\$0	\$7,529	\$501,631
2043	\$2,684,517	\$2,515,731	106.7 %	Low	3.00 %	\$293,942	\$0	\$7,569	\$63,469
2044	\$2,922,559	\$2,785,351	104.9 %	Low	3.00 %	\$302,761	\$0	\$8,219	\$67,416
2045	\$3,166,122	\$3,066,780	103.2 %	Low	3.00 %	\$311,844	\$0	\$8,387	\$439,429
2046	\$3,046,923	\$2,981,498	102.2 %	Low	3.00 %	\$321,199	\$0	\$7,931	\$547,252
2047	\$2,828,802	\$2,790,860	101.4 %	Low	3.00 %	\$330,835	\$0	\$8,060	\$25,300
2048	\$3,142,397	\$3,140,621	100.1 %	Low	3.00 %	\$340,760	\$0	\$8,813	\$105,577
2049	\$3,386,392	\$3,426,952	98.8 %	Low	3.00 %	\$350,983	\$0	\$9,496	\$98,087
2050	\$3,648,784	\$3,738,613	97.6 %	Low	3.00 %	\$361,512	\$0	\$10,296	\$41,876
2051	\$3,978,717	\$4,126,819	96.4 %	Low	3.00 %	\$372,357	\$0	\$11,025	\$173,155
2052	\$4,188,944	\$4,401,028	95.2 %	Low	3.00 %	\$383,528	\$0	\$11,717	\$92,949
2053	\$4,491,240	\$4,775,938	94.0 %	Low	3.00 %	\$395,034	\$0	\$12,634	\$30,210
2054	\$4,868,699	\$5,236,876	93.0 %	Low	3.00 %	\$406,885	\$0	\$13,648	\$47,131
2055	\$5,242,100	\$5,704,676	91.9 %	Low	3.00 %	\$419,092	\$0	\$14,694	\$32,049

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 18635-13
No-Site-Visit

Fiscal Year Start: 2026

Net After Tax Interest:

0.27 %

Avg 30-Yr Inflation: 3.00 %

Reserve Fund Strength (as-of Fiscal Year Start)	Projected Reserve Balance Changes
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Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2026	\$1,070,379	\$3,980,250	26.9 %	High	-35.90 %	\$114,000	\$3,300,000	\$2,878	\$3,425,700
2027	\$1,061,557	\$728,201	145.8 %	Low	3.00 %	\$117,420	\$0	\$2,978	\$37,183
2028	\$1,144,772	\$873,474	131.1 %	Low	3.00 %	\$120,943	\$0	\$3,171	\$64,609
2029	\$1,204,277	\$999,709	120.5 %	Low	3.00 %	\$124,571	\$0	\$3,361	\$46,550
2030	\$1,285,659	\$1,153,328	111.5 %	Low	3.00 %	\$128,308	\$0	\$3,618	\$23,185
2031	\$1,394,399	\$1,340,768	104.0 %	Low	3.00 %	\$132,157	\$0	\$3,649	\$221,653
2032	\$1,308,552	\$1,334,712	98.0 %	Low	3.00 %	\$136,122	\$0	\$3,688	\$24,597
2033	\$1,423,764	\$1,536,902	92.6 %	Low	3.00 %	\$140,206	\$0	\$3,535	\$372,160
2034	\$1,195,346	\$1,392,793	85.8 %	Low	3.00 %	\$144,412	\$0	\$3,359	\$50,164
2035	\$1,292,952	\$1,581,809	81.7 %	Low	3.00 %	\$148,744	\$0	\$3,672	\$17,745
2036	\$1,427,624	\$1,815,855	78.6 %	Low	3.00 %	\$153,206	\$0	\$3,754	\$231,019
2037	\$1,353,565	\$1,843,396	73.4 %	Low	3.00 %	\$157,803	\$0	\$3,847	\$18,826
2038	\$1,496,389	\$2,096,653	71.4 %	Low	3.00 %	\$162,537	\$0	\$4,225	\$29,371
2039	\$1,633,780	\$2,353,166	69.4 %	Medium	3.00 %	\$167,413	\$0	\$4,596	\$34,657
2040	\$1,771,132	\$2,618,646	67.6 %	Medium	3.00 %	\$172,435	\$0	\$4,979	\$31,159
2041	\$1,917,387	\$2,902,610	66.1 %	Medium	3.00 %	\$177,608	\$0	\$4,722	\$519,271
2042	\$1,580,446	\$2,699,464	58.5 %	Medium	3.00 %	\$182,937	\$0	\$3,842	\$501,631
2043	\$1,265,593	\$2,515,731	50.3 %	Medium	3.00 %	\$188,425	\$0	\$3,590	\$63,469
2044	\$1,394,139	\$2,785,351	50.1 %	Medium	3.00 %	\$194,077	\$0	\$3,940	\$67,416
2045	\$1,524,740	\$3,066,780	49.7 %	Medium	3.00 %	\$199,900	\$0	\$3,798	\$439,429
2046	\$1,289,009	\$2,981,498	43.2 %	Medium	3.00 %	\$205,897	\$0	\$3,023	\$547,252
2047	\$950,677	\$2,790,860	34.1 %	Medium	3.00 %	\$212,074	\$0	\$2,822	\$25,300
2048	\$1,140,273	\$3,140,621	36.3 %	Medium	3.00 %	\$218,436	\$0	\$3,235	\$105,577
2049	\$1,256,367	\$3,426,952	36.7 %	Medium	3.00 %	\$224,989	\$0	\$3,568	\$98,087
2050	\$1,386,836	\$3,738,613	37.1 %	Medium	3.00 %	\$231,739	\$0	\$4,006	\$41,876
2051	\$1,580,705	\$4,126,819	38.3 %	Medium	3.00 %	\$238,691	\$0	\$4,362	\$173,155
2052	\$1,650,602	\$4,401,028	37.5 %	Medium	3.00 %	\$245,851	\$0	\$4,669	\$92,949
2053	\$1,808,173	\$4,775,938	37.9 %	Medium	3.00 %	\$253,227	\$0	\$5,190	\$30,210
2054	\$2,036,380	\$5,236,876	38.9 %	Medium	3.00 %	\$260,824	\$0	\$5,794	\$47,131
2055	\$2,255,866	\$5,704,676	39.5 %	Medium	3.00 %	\$268,648	\$0	\$6,418	\$32,049

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
HomeWiseDocs

30-Year Income/Expense Detail

Report # 18635-13
No-Site-Visit

Fiscal Year	2026	2027	2028	2029	2030
Starting Reserve Balance	\$1,070,379	\$1,125,484	\$1,274,716	\$1,402,391	\$1,554,162
Annual Reserve Funding	\$177,840	\$183,175	\$188,670	\$194,331	\$200,160
Recommended Special Assessments	\$3,300,000	\$0	\$0	\$0	\$0
Interest Earnings	\$2,964	\$3,240	\$3,614	\$3,991	\$4,441
Total Income	\$4,551,184	\$1,311,899	\$1,467,000	\$1,600,712	\$1,758,763
# Component					
Special Projects					
90 Entry Columns/Post - Repairs	\$10,600	\$0	\$0	\$0	\$0
99 Building Remediation	\$3,300,000	\$0	\$0	\$0	\$0
Site & Grounds					
100 Concrete - Repair/Replace	\$4,700	\$0	\$0	\$0	\$0
102 Concrete Curb - Partial Replace	\$5,500	\$0	\$0	\$0	\$0
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Sealcoat/Stripe	\$29,700	\$0	\$0	\$0	\$0
130 Bridges - Refurbish	\$9,700	\$0	\$0	\$0	\$0
140 Wood Fences - Replace 2028	\$0	\$0	\$20,157	\$0	\$0
141 Wood Fences - Replace 2029	\$0	\$0	\$0	\$20,762	\$0
142 Wood Fences - Replace 2031	\$0	\$0	\$0	\$0	\$0
143 Wood Fences - Replace 2033	\$0	\$0	\$0	\$0	\$0
144 Wood Fences - Replace 2034	\$0	\$0	\$0	\$0	\$0
145 Wood Fences - Replace (2026)	\$19,000	\$0	\$0	\$0	\$0
147 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
148 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Replace	\$0	\$23,175	\$0	\$0	\$0
172 Bark/Mulch - Replenish	\$7,000	\$0	\$7,426	\$0	\$7,879
185 Stormwater Ponds - Refurbish	\$0	\$0	\$6,153	\$0	\$0
186 Pond Fences - Replace	\$0	\$0	\$0	\$0	\$0
190 Trees - Trim/Replace	\$13,600	\$14,008	\$14,428	\$14,861	\$15,307
195 Mailboxes - Replace	\$0	\$0	\$16,444	\$0	\$0
200 Entry Signs - Replace	\$3,200	\$0	\$0	\$0	\$0
330 Basketball Court - Recoat/Stripe	\$0	\$0	\$0	\$10,927	\$0
331 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
Building Exterior					
500 Steep Slope Roofs (2021) - Replace	\$0	\$0	\$0	\$0	\$0
501 Steep Slope Roofs (2022) - Replace	\$0	\$0	\$0	\$0	\$0
502 Steep Slope Roofs (2025) - Replace	\$0	\$0	\$0	\$0	\$0
510 Gutters - Replace	\$0	\$0	\$0	\$0	\$0
511 Downspouts/Deck Gutters - Replace	\$0	\$0	\$0	\$0	\$0
520 Vinyl Siding - Exterior Renovation	\$0	\$0	\$0	\$0	\$0
521 Siding - Clean/Inspect	\$0	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$0
542 Elevated Decks - Resurface	\$0	\$0	\$0	\$0	\$0
570 Exterior Lights - Replace	\$0	\$0	\$0	\$0	\$0
Systems and Evaluations					
900 Plumbing - Systems Evaluation	\$17,300	\$0	\$0	\$0	\$0
965 Fire Alarm Panel - Replace	\$5,400	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$3,425,700	\$37,183	\$64,609	\$46,550	\$23,185
Ending Reserve Balance	\$1,125,484	\$1,274,716	\$1,402,391	\$1,554,162	\$1,735,578

Order: JCRFFKYJ8
 Address: 8916 Meridian PI NE Apt 201
 Order Date: 05-25-2026
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 HomeWiseDocs

Fiscal Year	2031	2032	2033	2034	2035
Starting Reserve Balance	\$1,735,578	\$1,724,761	\$1,917,430	\$1,768,967	\$1,949,104
Annual Reserve Funding	\$206,165	\$212,350	\$218,721	\$225,282	\$232,041
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$4,671	\$4,916	\$4,976	\$5,019	\$5,559
Total Income	\$1,946,414	\$1,942,028	\$2,141,127	\$1,999,268	\$2,186,704
# Component					
Special Projects					
90 Entry Columns/Post - Repairs	\$0	\$0	\$0	\$0	\$0
99 Building Remediation	\$0	\$0	\$0	\$0	\$0
Site & Grounds					
100 Concrete - Repair/Replace	\$5,449	\$0	\$0	\$0	\$0
102 Concrete Curb - Partial Replace	\$0	\$0	\$0	\$0	\$0
120 Asphalt - Resurface	\$0	\$0	\$332,066	\$0	\$0
121 Asphalt - Repair/Sealcoat/Stripe	\$34,430	\$0	\$0	\$0	\$0
130 Bridges - Refurbish	\$11,245	\$0	\$0	\$0	\$0
140 Wood Fences - Replace 2028	\$0	\$0	\$0	\$0	\$0
141 Wood Fences - Replace 2029	\$0	\$0	\$0	\$0	\$0
142 Wood Fences - Replace 2031	\$25,504	\$0	\$0	\$0	\$0
143 Wood Fences - Replace 2033	\$0	\$0	\$23,368	\$0	\$0
144 Wood Fences - Replace 2034	\$0	\$0	\$0	\$24,069	\$0
145 Wood Fences - Replace (2026)	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Replace	\$11,129	\$0	\$0	\$0	\$0
148 Vinyl Fences - Replace	\$65,731	\$0	\$0	\$0	\$0
160 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
172 Bark/Mulch - Replenish	\$0	\$8,358	\$0	\$8,867	\$0
185 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
186 Pond Fences - Replace	\$23,417	\$0	\$0	\$0	\$0
190 Trees - Trim/Replace	\$15,766	\$16,239	\$16,726	\$17,228	\$17,745
195 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
200 Entry Signs - Replace	\$0	\$0	\$0	\$0	\$0
330 Basketball Court - Recoat/Stripe	\$0	\$0	\$0	\$0	\$0
331 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
Building Exterior					
500 Steep Slope Roofs (2021) - Replace	\$0	\$0	\$0	\$0	\$0
501 Steep Slope Roofs (2022) - Replace	\$0	\$0	\$0	\$0	\$0
502 Steep Slope Roofs (2025) - Replace	\$0	\$0	\$0	\$0	\$0
510 Gutters - Replace	\$0	\$0	\$0	\$0	\$0
511 Downspouts/Deck Gutters - Replace	\$0	\$0	\$0	\$0	\$0
520 Vinyl Siding - Exterior Renovation	\$0	\$0	\$0	\$0	\$0
521 Siding - Clean/Inspect	\$28,982	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$0
542 Elevated Decks - Resurface	\$0	\$0	\$0	\$0	\$0
570 Exterior Lights - Replace	\$0	\$0	\$0	\$0	\$0
Systems and Evaluations					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panel - Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$221,653	\$24,597	\$372,160	\$50,164	\$17,745
Ending Reserve Balance	\$1,724,761	\$1,917,430	\$1,768,967	\$1,949,104	\$2,168,959

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
Document not for resale
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Fiscal Year	2036	2037	2038	2039	2040
Starting Reserve Balance	\$2,168,959	\$2,182,816	\$2,416,371	\$2,647,393	\$2,881,362
Annual Reserve Funding	\$239,002	\$246,172	\$253,557	\$261,164	\$268,999
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$5,874	\$6,208	\$6,835	\$7,463	\$8,111
Total Income	\$2,413,835	\$2,435,196	\$2,676,763	\$2,916,020	\$3,158,472
# Component					
Special Projects					
90 Entry Columns/Post - Repairs	\$14,246	\$0	\$0	\$0	\$0
99 Building Remediation	\$0	\$0	\$0	\$0	\$0
Site & Grounds					
100 Concrete - Repair/Replace	\$6,316	\$0	\$0	\$0	\$0
102 Concrete Curb - Partial Replace	\$7,392	\$0	\$0	\$0	\$0
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Sealcoat/Stripe	\$39,914	\$0	\$0	\$0	\$0
130 Bridges - Refurbish	\$13,036	\$0	\$0	\$0	\$0
140 Wood Fences - Replace 2028	\$0	\$0	\$0	\$0	\$0
141 Wood Fences - Replace 2029	\$0	\$0	\$0	\$0	\$0
142 Wood Fences - Replace 2031	\$0	\$0	\$0	\$0	\$0
143 Wood Fences - Replace 2033	\$0	\$0	\$0	\$0	\$0
144 Wood Fences - Replace 2034	\$0	\$0	\$0	\$0	\$0
145 Wood Fences - Replace (2026)	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
148 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
172 Bark/Mulch - Replenish	\$9,407	\$0	\$9,980	\$0	\$10,588
185 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
186 Pond Fences - Replace	\$0	\$0	\$0	\$0	\$0
190 Trees - Trim/Replace	\$18,277	\$18,826	\$19,390	\$19,972	\$20,571
195 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
200 Entry Signs - Replace	\$0	\$0	\$0	\$0	\$0
330 Basketball Court - Recoat/Stripe	\$0	\$0	\$0	\$14,685	\$0
331 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
Building Exterior					
500 Steep Slope Roofs (2021) - Replace	\$0	\$0	\$0	\$0	\$0
501 Steep Slope Roofs (2022) - Replace	\$0	\$0	\$0	\$0	\$0
502 Steep Slope Roofs (2025) - Replace	\$0	\$0	\$0	\$0	\$0
510 Gutters - Replace	\$0	\$0	\$0	\$0	\$0
511 Downspouts/Deck Gutters - Replace	\$0	\$0	\$0	\$0	\$0
520 Vinyl Siding - Exterior Renovation	\$0	\$0	\$0	\$0	\$0
521 Siding - Clean/Inspect	\$33,598	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$67,196	\$0	\$0	\$0	\$0
542 Elevated Decks - Resurface	\$0	\$0	\$0	\$0	\$0
570 Exterior Lights - Replace	\$0	\$0	\$0	\$0	\$0
Systems and Evaluations					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panel - Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$21,637	\$0	\$0	\$0	\$0
Total Expenses	\$231,019	\$18,826	\$29,371	\$34,657	\$31,159
Ending Reserve Balance	\$2,182,816	\$2,416,371	\$2,647,393	\$2,881,362	\$3,127,313

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Fiscal Year	2041	2042	2043	2044	2045
Starting Reserve Balance	\$3,127,313	\$2,893,238	\$2,684,517	\$2,922,559	\$3,166,122
Annual Reserve Funding	\$277,069	\$285,381	\$293,942	\$302,761	\$311,844
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$8,127	\$7,529	\$7,569	\$8,219	\$8,387
Total Income	\$3,412,509	\$3,186,148	\$2,986,028	\$3,233,538	\$3,486,352
# Component					
Special Projects					
90 Entry Columns/Post - Repairs	\$0	\$0	\$0	\$0	\$0
99 Building Remediation	\$0	\$0	\$0	\$0	\$0
Site & Grounds					
100 Concrete - Repair/Replace	\$7,322	\$0	\$0	\$0	\$0
102 Concrete Curb - Partial Replace	\$0	\$0	\$0	\$0	\$0
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Sealcoat/Stripe	\$46,272	\$0	\$0	\$0	\$0
130 Bridges - Refurbish	\$15,112	\$0	\$0	\$0	\$0
140 Wood Fences - Replace 2028	\$0	\$0	\$31,404	\$0	\$0
141 Wood Fences - Replace 2029	\$0	\$0	\$0	\$32,346	\$0
142 Wood Fences - Replace 2031	\$0	\$0	\$0	\$0	\$0
143 Wood Fences - Replace 2033	\$0	\$0	\$0	\$0	\$0
144 Wood Fences - Replace 2034	\$0	\$0	\$0	\$0	\$0
145 Wood Fences - Replace (2026)	\$29,601	\$0	\$0	\$0	\$0
147 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
148 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
172 Bark/Mulch - Replenish	\$0	\$11,233	\$0	\$11,917	\$0
185 Stormwater Ponds - Refurbish	\$0	\$0	\$9,587	\$0	\$0
186 Pond Fences - Replace	\$0	\$0	\$0	\$0	\$0
190 Trees - Trim/Replace	\$21,188	\$21,824	\$22,479	\$23,153	\$23,848
195 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
200 Entry Signs - Replace	\$0	\$0	\$0	\$0	\$0
330 Basketball Court - Recoat/Stripe	\$0	\$0	\$0	\$0	\$0
331 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
Building Exterior					
500 Steep Slope Roofs (2021) - Replace	\$218,115	\$0	\$0	\$0	\$0
501 Steep Slope Roofs (2022) - Replace	\$0	\$468,574	\$0	\$0	\$0
502 Steep Slope Roofs (2025) - Replace	\$0	\$0	\$0	\$0	\$415,581
510 Gutters - Replace	\$92,543	\$0	\$0	\$0	\$0
511 Downspouts/Deck Gutters - Replace	\$0	\$0	\$0	\$0	\$0
520 Vinyl Siding - Exterior Renovation	\$0	\$0	\$0	\$0	\$0
521 Siding - Clean/Inspect	\$38,949	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$0
542 Elevated Decks - Resurface	\$0	\$0	\$0	\$0	\$0
570 Exterior Lights - Replace	\$50,167	\$0	\$0	\$0	\$0
Systems and Evaluations					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panel - Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$519,271	\$501,631	\$63,469	\$67,416	\$439,429
Ending Reserve Balance	\$2,893,238	\$2,684,517	\$2,922,559	\$3,166,122	\$3,046,923

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Fiscal Year	2046	2047	2048	2049	2050
Starting Reserve Balance	\$3,046,923	\$2,828,802	\$3,142,397	\$3,386,392	\$3,648,784
Annual Reserve Funding	\$321,199	\$330,835	\$340,760	\$350,983	\$361,512
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$7,931	\$8,060	\$8,813	\$9,496	\$10,296
Total Income	\$3,376,054	\$3,167,697	\$3,491,970	\$3,746,871	\$4,020,592
# Component					
Special Projects					
90 Entry Columns/Post - Repairs	\$19,145	\$0	\$0	\$0	\$0
99 Building Remediation	\$0	\$0	\$0	\$0	\$0
Site & Grounds					
100 Concrete - Repair/Replace	\$8,489	\$0	\$0	\$0	\$0
102 Concrete Curb - Partial Replace	\$9,934	\$0	\$0	\$0	\$0
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Sealcoat/Stripe	\$53,642	\$0	\$0	\$0	\$0
130 Bridges - Refurbish	\$17,519	\$0	\$0	\$0	\$0
140 Wood Fences - Replace 2028	\$0	\$0	\$0	\$0	\$0
141 Wood Fences - Replace 2029	\$0	\$0	\$0	\$0	\$0
142 Wood Fences - Replace 2031	\$39,734	\$0	\$0	\$0	\$0
143 Wood Fences - Replace 2033	\$0	\$0	\$36,406	\$0	\$0
144 Wood Fences - Replace 2034	\$0	\$0	\$0	\$37,498	\$0
145 Wood Fences - Replace (2026)	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Replace	\$17,339	\$0	\$0	\$0	\$0
148 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
172 Bark/Mulch - Replenish	\$12,643	\$0	\$13,413	\$0	\$14,230
185 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
186 Pond Fences - Replace	\$0	\$0	\$0	\$0	\$0
190 Trees - Trim/Replace	\$24,563	\$25,300	\$26,059	\$26,841	\$27,646
195 Mailboxes - Replace	\$0	\$0	\$29,700	\$0	\$0
200 Entry Signs - Replace	\$5,780	\$0	\$0	\$0	\$0
330 Basketball Court - Recoat/Stripe	\$0	\$0	\$0	\$19,736	\$0
331 Basketball Equipment - Replace	\$0	\$0	\$0	\$14,012	\$0
Building Exterior					
500 Steep Slope Roofs (2021) - Replace	\$0	\$0	\$0	\$0	\$0
501 Steep Slope Roofs (2022) - Replace	\$0	\$0	\$0	\$0	\$0
502 Steep Slope Roofs (2025) - Replace	\$0	\$0	\$0	\$0	\$0
510 Gutters - Replace	\$0	\$0	\$0	\$0	\$0
511 Downspouts/Deck Gutters - Replace	\$0	\$0	\$0	\$0	\$0
520 Vinyl Siding - Exterior Renovation	\$0	\$0	\$0	\$0	\$0
521 Siding - Clean/Inspect	\$45,153	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$90,306	\$0	\$0	\$0	\$0
542 Elevated Decks - Resurface	\$164,176	\$0	\$0	\$0	\$0
570 Exterior Lights - Replace	\$0	\$0	\$0	\$0	\$0
Systems and Evaluations					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panel - Replace	\$9,753	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$29,078	\$0	\$0	\$0	\$0
Total Expenses	\$547,252	\$25,300	\$105,577	\$98,087	\$41,876
Ending Reserve Balance	\$2,828,802	\$3,142,397	\$3,386,392	\$3,648,784	\$3,978,717

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Fiscal Year	2051	2052	2053	2054	2055
Starting Reserve Balance	\$3,978,717	\$4,188,944	\$4,491,240	\$4,868,699	\$5,242,100
Annual Reserve Funding	\$372,357	\$383,528	\$395,034	\$406,885	\$419,092
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$11,025	\$11,717	\$12,634	\$13,648	\$14,694
Total Income	\$4,362,099	\$4,584,189	\$4,898,908	\$5,289,232	\$5,675,886
# Component					
Special Projects					
90 Entry Columns/Post - Repairs	\$0	\$0	\$0	\$0	\$0
99 Building Remediation	\$0	\$0	\$0	\$0	\$0
Site & Grounds					
100 Concrete - Repair/Replace	\$9,841	\$0	\$0	\$0	\$0
102 Concrete Curb - Partial Replace	\$0	\$0	\$0	\$0	\$0
120 Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
121 Asphalt - Repair/Sealcoat/Stripe	\$62,185	\$0	\$0	\$0	\$0
130 Bridges - Refurbish	\$20,310	\$0	\$0	\$0	\$0
140 Wood Fences - Replace 2028	\$0	\$0	\$0	\$0	\$0
141 Wood Fences - Replace 2029	\$0	\$0	\$0	\$0	\$0
142 Wood Fences - Replace 2031	\$0	\$0	\$0	\$0	\$0
143 Wood Fences - Replace 2033	\$0	\$0	\$0	\$0	\$0
144 Wood Fences - Replace 2034	\$0	\$0	\$0	\$0	\$0
145 Wood Fences - Replace (2026)	\$0	\$0	\$0	\$0	\$0
147 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
148 Vinyl Fences - Replace	\$0	\$0	\$0	\$0	\$0
160 Pole Lights - Replace	\$0	\$48,523	\$0	\$0	\$0
172 Bark/Mulch - Replenish	\$0	\$15,096	\$0	\$16,015	\$0
185 Stormwater Ponds - Refurbish	\$0	\$0	\$0	\$0	\$0
186 Pond Fences - Replace	\$0	\$0	\$0	\$0	\$0
190 Trees - Trim/Replace	\$28,475	\$29,330	\$30,210	\$31,116	\$32,049
195 Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
200 Entry Signs - Replace	\$0	\$0	\$0	\$0	\$0
330 Basketball Court - Recoat/Stripe	\$0	\$0	\$0	\$0	\$0
331 Basketball Equipment - Replace	\$0	\$0	\$0	\$0	\$0
Building Exterior					
500 Steep Slope Roofs (2021) - Replace	\$0	\$0	\$0	\$0	\$0
501 Steep Slope Roofs (2022) - Replace	\$0	\$0	\$0	\$0	\$0
502 Steep Slope Roofs (2025) - Replace	\$0	\$0	\$0	\$0	\$0
510 Gutters - Replace	\$0	\$0	\$0	\$0	\$0
511 Downspouts/Deck Gutters - Replace	\$0	\$0	\$0	\$0	\$0
520 Vinyl Siding - Exterior Renovation	\$0	\$0	\$0	\$0	\$0
521 Siding - Clean/Inspect	\$52,344	\$0	\$0	\$0	\$0
533 Exterior Surfaces - Caulk & Paint	\$0	\$0	\$0	\$0	\$0
542 Elevated Decks - Resurface	\$0	\$0	\$0	\$0	\$0
570 Exterior Lights - Replace	\$0	\$0	\$0	\$0	\$0
Systems and Evaluations					
900 Plumbing - Systems Evaluation	\$0	\$0	\$0	\$0	\$0
965 Fire Alarm Panel - Replace	\$0	\$0	\$0	\$0	\$0
995 Building Envelope & Structure	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$173,155	\$92,949	\$30,210	\$47,131	\$32,049
Ending Reserve Balance	\$4,188,944	\$4,491,240	\$4,868,699	\$5,242,100	\$5,643,837

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Accuracy, Limitations, and Disclosures

"This reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require the association to (1) defer major maintenance, repair, or replacement, (2) increase future reserve contributions, (3) borrow funds to pay for major maintenance, repair, or replacement, or (4) impose special assessments for the cost of major maintenance, repair, or replacement." Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Jim Talaga, company President, is a credentialed Reserve Specialist (#66). All work done by Association Reserves WA, LLC is performed under his responsible charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation. Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified. Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to: project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to, plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing. Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses. In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

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Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
UOM	Unit of Measure
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.



Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our research and analysis. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding: 1) The project is the Association's present obligation. 2) The need and schedule of a project can be reasonably anticipated. 3) The total cost of the project is material, can be estimated and includes all direct & related costs. Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above three criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed "Best Cost" and "Worst Cost". There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur. Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

Special Projects

Comp #: 90 Entry Columns/Post - Repairs**Approx Quantity: 1 Allowance (Wood & Vinyl)****Location:** At Unit entries of buildings**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down and cost inflated from prior reserve study.**Useful Life:** 10 years**Remaining Life:** 0 years**Lower Estimate:** \$ 9,540**Higher Estimate:** \$11,700**Cost Source:** Budget Allowance

Comp #: 95 Retaining Wall - Replace**Approx Quantity: 1 TBD****Location:****Funded?:** No.**History:** 2022-2023 J2 & PanGeo Evaluation**Comments:** Not funded - no changes from prior reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Comp #: 99 Building Remediation**Approx Quantity: 1 Building Envelope Project****Location:** See comments**Funded?:** Yes. Anticipated one-time project.**History:** See comments

Comments: In 2022 and 2024 building envelope inspections/reports were completed by Evolution Architecture. In 2022, 5 of the 10 openings had hidden water damage. In December 2023, 26 openings were made with 17 of the 26 openings having hidden water damage. Subsequent to this in May 2024 an additional 4 openings were made with no water intrusion found. The summary scope of repair recommend by Evolution Architecture in a June 2024 report includes replacement of entire cladding system including the siding and underlying waterproofing system and repainting, replacement of all windows and sliding glass doors (these are actually responsibility of individual unit owner), replacement of downspouts & deck gutters and replacement of decks including plywood underlayment, 1/2" ACX cross banded and plugged plywood and finished with sheet membrane. There is some other ancillary work recommend but does not affect any of the reserve components not discussed above. A ROM/scope by Charter Construction was prepared dated 8/29/2024. The total cost was \$3,912,759 however this included windows which as stated above is individual unit owner responsibility. If removing windows and sliding doors from the bid, the total amounts to ~\$3.3M (rounded). This is a very rough estimate as it is a few years old and costs can vary depending on final material choices, underlying damage, etc. The Association filed a wind-drive rain claim with insurance company with net a settlement of \$444,468 (settlement total was \$700K prior to fees/other costs).

Useful Life: 1 years**Remaining Life:** 0 years**Lower Estimate:** \$ 2,970,000**Higher Estimate:** \$3,630,000**Cost Source:** ROM: Charter Construction, Inflated

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Site & Grounds

Comp #: 100 Concrete - Repair/Replace**Approx Quantity: 1 Allowance****Location:** Adjacent to buildings and drives**Funded?:** Yes.**History:** None Known**Comments:** Remaining useful life remains at zero, as work not completed or planned for; cost inflated from prior study.**Useful Life:** 5 years**Remaining Life:** 0 years**Lower Estimate:** \$ 4,230**Higher Estimate:** \$5,170**Cost Source:** Budget Allowance**Comp #: 102 Concrete Curb - Partial Replace****Approx Quantity: 1 Allowance****Location:** Adjacent to asphalt private drive and parking areas**Funded?:** Yes. Periodic repairs/partial replacement**History:** 2014 ~\$4,000**Comments:** Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.**Useful Life:** 10 years**Remaining Life:** 0 years**Lower Estimate:** \$ 4,950**Higher Estimate:** \$6,050**Cost Source:** Inflated Client Cost History**Comp #: 107 Gravel Areas - Refurbish****Approx Quantity: 1,000 SF****Location:** Paths within native growth area**Funded?:** No. Cost projected to be too small for reserve funding**History:** None Known**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 120 Asphalt - Resurface****Approx Quantity: 70,000 square feet****Location:** Roadway, parking areas of association**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 30 years**Remaining Life:** 7 years**Lower Estimate:** \$ 243,000**Higher Estimate:** \$297,000**Cost Source:** ARI Cost Database: Similar Project**Cost History****Comp #: 121 Asphalt - Repair/Sealcoat/Stripe****Approx Quantity: 70,000 SF****Location:** Roadway, parking areas of association**Funded?:** Yes.**History:** 2014 ~\$7,500 Repairs**Comments:** Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.**Useful Life:** 5 years**Remaining Life:** 0 years**Lower Estimate:** \$ 26,700**Higher Estimate:** \$32,700**Cost Source:** ARI Cost Database: Similar Project**Cost History****Comp #: 130 Bridges - Refurbish****Approx Quantity: 2 Wood Structures****Location:** Through native growth area and stormwater pond**Funded?:** Yes.**History:** 2021, repaired and painted**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 5 years**Remaining Life:** 0 years**Lower Estimate:** \$ 8,730**Higher Estimate:** \$10,700**Cost Source:** Budget Allowance

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Comp #: 140 Wood Fences - Replace 2028**Approx Quantity: 283 Linear Feet****Location:** Throughout Association**Funded?:** Yes.**History:** 2022 ~\$1,342, repairs; 2013**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 2 years**Lower Estimate:** \$ 17,100**Higher Estimate:** \$20,900**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 141 Wood Fences - Replace 2029**Approx Quantity: 283 Linear Feet****Location:** Throughout Association**Funded?:** Yes.**History:** 2014 ~\$18,000**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 3 years**Lower Estimate:** \$ 17,100**Higher Estimate:** \$20,900**Cost Source:** Inflated Client Cost History**Comp #: 142 Wood Fences - Replace 2031****Approx Quantity: 327 Linear Feet****Location:** Throughout Association**Funded?:** Yes.**History:** 2016 ~\$14,119**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 5 years**Lower Estimate:** \$ 19,800**Higher Estimate:** \$24,200**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 143 Wood Fences - Replace 2033**Approx Quantity: 283 Linear Feet****Location:** Throughout Association**Funded?:** Yes.**History:** Reported in 2018**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 7 years**Lower Estimate:** \$ 17,100**Higher Estimate:** \$20,900**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 144 Wood Fences - Replace 2034**Approx Quantity: 283 Linear Feet****Location:** Throughout Association**Funded?:** Yes.**History:** 2019 ~\$21,590**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 8 years**Lower Estimate:** \$ 17,100**Higher Estimate:** \$20,900**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 145 Wood Fences - Replace (2026)**Approx Quantity: 283 Linear Feet****Location:** Throughout Association**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 0 years**Lower Estimate:** \$ 17,100**Higher Estimate:** \$20,900**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 147 Trash Enclosures - Replace**Approx Quantity: 100 LF / Wood Fence****Location:** Adjacent to parking areas**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 5 years**Lower Estimate:** \$ 8,640**Higher Estimate:** \$10,600**Cost Source:** Budget Allowance

Comp #: 148 Vinyl Fences - Replace**Approx Quantity: 1,100 LF / Split Rail****Location:** Along boundries of native growth areas**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 30 years**Remaining Life:** 5 years**Lower Estimate:** \$ 51,000**Higher Estimate:** \$62,400**Cost Source:** ARI Cost Database: Similar Project
Cost History**Comp #: 156 Rockeries - Repair****Approx Quantity: 1 Moderate Linear Feet****Location:** Scattered common area locations**Funded?:** No. No predictable large scale replacement projected**History:** 2022 ~\$2,195, repairs**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 160 Pole Lights - Replace****Approx Quantity: 6 Metal & Glass pole lights****Location:** Throughout parking areas**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 25 years**Remaining Life:** 1 years**Lower Estimate:** \$ 20,300**Higher Estimate:** \$24,800**Cost Source:** Budget Allowance**Comp #: 170 Landscape - Refurbish****Approx Quantity: 1 Unfunded****Location:** Common area open space tracts and landscape beds throughout community**Funded?:** No. Annual costs, best handled in operational budget**History:** 2016 ~\$3,900, Turf renovation**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 172 Bark/Mulch - Replenish****Approx Quantity: 1 Allowance****Location:** Landscaped Common Areas**Funded?:** Yes.**History:** 2019 ~\$5,717; 2014; 2011 ~\$2,580**Comments:** Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.**Useful Life:** 2 years**Remaining Life:** 0 years**Lower Estimate:** \$ 6,300**Higher Estimate:** \$7,700**Cost Source:** Inflated Client Cost History**Comp #: 180 Drainage & Stormwater - Maintain****Approx Quantity: 1 Unfunded****Location:** Throughout the community.**Funded?:** No. There is no predictable large-scale repair/replacement at this time.**History:** None known**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 185 Stormwater Ponds - Refurbish****Approx Quantity: 2 Large ponds****Location:** Within greenbelt at the end of 1st PI NE**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 15 years**Remaining Life:** 2 years**Lower Estimate:** \$ 5,220**Higher Estimate:** \$6,380**Cost Source:** Budget Allowance

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

Document not for resale

HomeWiseDocs

Comp #: 186 Pond Fences - Replace**Approx Quantity: 670 LF / Chain Link****Location:** Perimeter of detention ponds**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 30 years**Remaining Life:** 5 years**Lower Estimate:** \$ 18,200**Higher Estimate:** \$22,200**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 188 Native Growth Area - Maintain**Approx Quantity: 1 Wooded Wetland****Location:** East and north east portion of property**Funded?:** No. No basis for reserve funding**History:** None known**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 190 Trees - Trim/Replace****Approx Quantity: 1 Allowance****Location:** Scattered throughout community**Funded?:** Yes.**History:** 2025: Tree trimming ~\$13,200; 2021 ~\$8,000; 2016 Tree Removal/Trimming ~\$8,800**Comments:** Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.

Scope & schedule updated based on manager's report of completion & annual needs moving forward.

Useful Life: 1 years**Remaining Life:** 0 years**Lower Estimate:** \$ 12,200**Higher Estimate:** \$15,000**Cost Source:** Inflated Client Cost History: The

Dreyers Tree Service LLC

Comp #: 195 Mailboxes - Replace**Approx Quantity: 5 Cluster Stands****Location:** Near main entry**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 20 years**Remaining Life:** 2 years**Lower Estimate:** \$ 14,000**Higher Estimate:** \$17,100**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 196 Mailbox Kiosk - Refurbish**Approx Quantity: 1 Structure****Location:** Along the community roadways.**Funded?:** No. Funding is included in similar components (#500, #510, #525)**History:** None known**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 200 Entry Signs - Replace****Approx Quantity: 2 Carved Wood****Location:** Entry locations**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 20 years**Remaining Life:** 0 years**Lower Estimate:** \$ 2,880**Higher Estimate:** \$3,520**Cost Source:** Budget Allowance**Comp #: 201 Required Signage - Replace****Approx Quantity: 3 Wood & Metal****Location:** Entry locations**Funded?:** No. Cost projected to be too small to merit reserve funding**History:** None known**Comments:** Not funded – no changes from previous reserve study.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Order #: 2025-FKYJ8
 Address: 16 Meridian PI NE Apt 201
 Order Date: 05-25-2026

Comp #: 330 Basketball Court - Recoat/Stripe

Approx Quantity: 1 28 x 50/Concrete

Location: North of building 'J'

Funded?: Yes.

History: 2019 Refurbished

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 10 years

Remaining Life: 3 years

Lower Estimate: \$ 9,000

Higher Estimate: \$11,000

Cost Source: Budget Allowance

Comp #: 331 Basketball Equipment - Replace

Approx Quantity: 1 Assembly

Location: Sport Court

Funded?: Yes.

History: Installed 2019

Comments: Remaining useful life adjusted down, and cost inflated from the prior reserve study.

Useful Life: 30 years

Remaining Life: 23 years

Lower Estimate: \$ 6,390

Higher Estimate: \$7,810

Cost Source: ARI Cost Database: Similar Project

Cost History

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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HomeWiseDocs

Building Exterior

Comp #: 500 Steep Slope Roofs (2021) - Replace**Approx Quantity: 15,100 SF****Location:** Rooftop of Buildings L, M, N, V, W & X and Mailbox Kiosk**Funded?:** Yes.**History:** 2021 ~\$120,417 (includes Tax) - Axis Roof & Gutter; 2020 Roof Survey - Roofing Technical Services**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 20 years**Remaining Life:**

15 years

Lower Estimate: \$ 126,000**Higher Estimate:**

\$154,000

Cost Source: Extrapolated Client Cost History:

Elite Roofing

Comp #: 501 Steep Slope Roofs (2022) - Replace**Approx Quantity: 31,500 SF****Location:** Rooftop of Buildings E, F, G, H, I, J & K and adjacent garages**Funded?:** Yes.**History:** 2022~\$180,000 - Axis Roof & Gutter; 2020 Roof Survey - Roofing Technical Services**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.

NOTE: This component has been significantly affected by inflation.

Useful Life: 20 years**Remaining Life:**

16 years

Lower Estimate: \$ 263,000**Higher Estimate:**

\$321,000

Cost Source: Extrapolated Client Cost History:

Elite Roofing

Comp #: 502 Steep Slope Roofs (2025) - Replace**Approx Quantity: 25,600 SF****Location:** Rooftop of Buildings A, B, C & D and adjacent garages**Funded?:** Yes.**History:** 2025: ~\$230,000; 2020 Roof Survey - Roofing Technical Services**Comments:** Roof replacement using black oak Malarkey Vista AR Shingles was completed by Elite Roofing in 2025

Remaining useful life reset, and cost adjusted based on actual project.

Useful Life: 20 years**Remaining Life:**

19 years

Lower Estimate: \$ 213,000**Higher Estimate:**

\$261,000

Cost Source: Inflated Client Cost History: Elite

Roofing

Comp #: 510 Gutters - Replace**Approx Quantity: 3,830 LF / Metal****Location:** Excludes gutters at decks and downspouts (see next component)**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study. The downspouts and deck gutters will be replaced as part of building remediation which is in next component. Implements in this component are not shown as part of scope for replacement.**Useful Life:** 40 years**Remaining Life:**

15 years

Lower Estimate: \$ 53,500**Higher Estimate:**

\$65,300

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 511 Downspouts/Deck Gutters - Replace**Approx Quantity: 2,670 LF / Metal****Location:** Downspouts at buildings and gutters at decks**Funded?:** Yes.**History:** Anticipated as part of larger remediation in #99**Comments:** The downspouts at buildings and gutters at decks will be replaced as part of larger remediation project in #99. Life reset to reflect these areas. See previous component for other implements.**Useful Life:** 40 years**Remaining Life:**

40 years

Lower Estimate: \$ 37,300**Higher Estimate:**

\$45,500

Cost Source: ARI Cost Database: Similar Project

Cost History

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

Document not for resale

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Comp #: 520 Vinyl Siding - Exterior Renovation**Approx Quantity: 68,000 SF****Location:** The exterior walls, underlying waterproofing components, and structural components.**Funded?:** Yes.**History:** Anticipated replacement as part of larger remediation in #99**Comments:** In 2022 and 2024 building envelope inspections/reports were completed by Evolution Architecture. In 2022, 5 of the 10 openings had hidden water damage. In December 2023, 26 openings were made with 17 of the 26 openings having hidden water damage. Subsequent to this in May 2024 an additional 4 openings were made with no water intrusion found. The summary scope of repair recommend by Evolution Architecture in a June 2024 report includes replacement of entire cladding system including the siding and underlying waterproofing system. The funding for this project is shown in component #99 with life reset here to reflect this project shown for 2026. The specifications shown on Charter bid are to replace with vinyl siding which is what the original siding is.**Useful Life:** 40 years**Remaining Life:** 40 years**Lower Estimate:** \$ 1,740,000**Higher Estimate:** \$2,120,000**Cost Source:** ARI Cost Database: Similar Project

Cost History

Comp #: 521 Siding - Clean/Inspect**Approx Quantity: 68,000 SF****Location:** The exterior walls**Funded?:** Yes.**History:** Anticipated as part of #99. 2022 ~\$10,311; 2019 ~\$9,365; 2014 ~\$18,000; 2011; 2006**Comments:** The life reset here as anticipated as siding will be replaced as part of larger remediation project in #99.**Useful Life:** 5 years**Remaining Life:** 5 years**Lower Estimate:** \$ 22,500**Higher Estimate:** \$27,500**Cost Source:** Inflated Client Cost History**Comp #: 525 Stone Veneer - Maintain/Repair****Approx Quantity: 220 SF****Location:** The exterior walls, underlying waterproofing components, and structural components.**Funded?:** No. Large-scale repairs or replacements are not predictable.**History:** None known**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 533 Exterior Surfaces - Caulk & Paint****Approx Quantity: 1 Allowance****Location:** The exterior building walls.**Funded?:** Yes.**History:** Anticipated as part of larger remediation in #99. 2016 ~\$78,500 all wood trim & garage doors painted**Comments:** The life reset here as anticipated as part of larger remediation project in #99. The scope in the remediation includes painting of entry doors, wood wrapped columns, deck fascia, garage door liners, wood cap at vinyl columns, columns on duplexes and upper decks, brick molding at doors and some other miscellaneous components.**Useful Life:** 10 years**Remaining Life:** 10 years**Lower Estimate:** \$ 45,000**Higher Estimate:** \$55,000**Cost Source:** Inflated cost factoring tax in Charter

ROM

Comp #: 535 Windows - Replace**Approx Quantity: 400 windows****Location:** Exterior walls**Funded?:** No. Reportedly the responsibility of Individual Unit Owner(s), not the Association.**History:** None known**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 536 Sliding Glass Doors - Repair/Replace****Approx Quantity: 63 sliders****Location:** The exterior building walls.**Funded?:** No. Reportedly the responsibility of Individual Unit Owner(s), not the Association.**History:** None known**Comments:** Added this component to separate windows and sliding glass doors.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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Comp #: 540 Exterior Doors - Replace**Approx Quantity: 63 Metal or Wood doors****Location:** The exterior building walls.**Funded?:** No. Large-scale repairs or replacements are not predictable.**History:** None known**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 542 Elevated Decks - Resurface****Approx Quantity: 2,200 SF****Location:** The unit decks.**Funded?:** Yes.**History:** Anticipated replacement as part of larger remediation in #99**Comments:** The summary scope of repair recommend by Evolution Architecture in a June 2024 includes replacement of decks including plywood underlayment, 1/2" ACX cross banded and plugged plywood and finished with sheet membrane. The funding for this project is shown in component #99 with life reset here to reflect this project shown for 2026. The specifications shown on Charter bid are to finish with sheet applied membrane**Useful Life:** 20 years**Remaining Life:**

20 years

Lower Estimate: \$ 81,800**Higher Estimate:**

\$100,000

Cost Source: ARI Cost Database: Similar Project

Cost History

Comp #: 555 Stairs & Landings - Replace**Approx Quantity: 2 Wood & Concrete****Location:** Access to the upper floors of buildings H and J**Funded?:** No. Large-scale repairs or replacements are not predictable.**History:** None known**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 570 Exterior Lights - Replace****Approx Quantity: 200 Fixtures****Location:** Mounted to the building exteriors.**Funded?:** Yes.**History:** None known**Comments:** Remaining useful life adjusted down, and cost inflated from the prior reserve study.**Useful Life:** 40 years**Remaining Life:**

15 years

Lower Estimate: \$ 29,000**Higher Estimate:**

\$35,400

Cost Source: Budget Allowance**Comp #: 595 Garage Doors - Replace****Approx Quantity: 68 Metal Doors****Location:** The garage entrances**Funded?:** No. Large-scale repairs or replacements are not predictable.**History:** None known**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:****Comp #: 600 Garage Buildings - Replace****Approx Quantity: 7 Detached Structures****Location:** Dispersed in parking areas**Funded?:** No. Funding is included in similar components (#520, #525, & #605)**History:** Assumed original to Construction**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

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Systems and Evaluations

Comp #: 480 HVAC Consultation**Approx Quantity: 1 Inspection****Location:** The clubhouse.**Funded?:** No. One-time project for planned improvements**History:** 2025: HVAC Consultation ~\$15,000;**Comments:** Added this component to reflect the HVAC Consultation completed by J2 Building Consultants Inc in 2024.**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Comp #: 900 Plumbing - Systems Evaluation**Approx Quantity: 1 Supply & drain lines****Location:** Common plumbing**Funded?:** Yes.**History:** None Known**Comments:** Plumbing systems are generally considered by the engineering community to be life limited. The costs for replacement can vary widely depending upon the specifications, site conditions, unit repairs after install, hazardous material handling, etc. No major issues were reported at the time of this study.

The vast majority of the plumbing system is hidden, and not visible for review. A reserve study is limited to visual exterior observations and research for budget purposes.

We highly recommend the association engage a qualified firm to evaluate the plumbing systems, including forensic wall openings, and test sections of piping. Additional testing may be further recommended. Patterns of significant repair expenses, leaks, poor flow, and sediments in the lines, should accelerate the need to address proactively and seek a detailed analysis to identify hidden conditions, project a remaining useful life, and recommendations for any needed repairs, maintenance, etc. The cost projected below is a budget allowance, and can vary depending on the complexity of systems, the number of wall or ceiling openings, etc. Prior to such an evaluation, there is no predictable basis at this time for large-scale plumbing repair or replacement expenses. Results should be included in the subsequent reserve study update.

Useful Life: 20 years**Remaining Life:**

0 years

Lower Estimate: \$ 15,600**Higher Estimate:**

\$19,000

Cost Source: Budget Allowance: Kent Engineering

206-455-5121

Comp #: 901 Plumbing - Repair/Replace**Approx Quantity: 1 Supply & drain lines****Location:** Common plumbing**Funded?:** No. No basis for reserve funding, pending evaluation and scope of work**History:** None known**Comments:** Not funded – no changes from previous reserve study.

See the previous component for a recommended plumbing evaluation. Until a qualified engineering firm has performed an evaluation of your plumbing systems, and provided specific recommendations, there is no predictable basis for system replacement reserve funding at this time.

Useful Life:**Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Comp #: 920 Electrical System - Maintain/Repair**Approx Quantity: 1 Main & branch systems****Location:** Throughout the community.**Funded?:** No. Large-scale repairs or replacements are not predictable.**History:** None known**Comments:** Not funded – no changes from previous reserve study**Useful Life:****Remaining Life:****Lower Estimate:****Higher Estimate:****Cost Source:**

Comp #: 965 Fire Alarm Panel - Replace**Approx Quantity: 1 Silent Knight****Location:** Exterior closet near center of community**Funded?:** Yes.**History:** 2016, AES upgrade**Comments:** Remaining useful life remains at zero, as work was not completed or planned for; cost inflated from the prior study.**Useful Life:** 20 years**Remaining Life:**

0 years

Lower Estimate: \$ 4,860**Higher Estimate:**

\$5,940

Cost Source: Inflated Vendor Research - Infinity

Fire Protection

Comp #: 990 Ancillary Evaluations

Approx Quantity: 1 Specialty evaluation

Location: To augment reserve planning.

Funded?: No. Operating expense in year of occurrence

History: None Known

Comments: A reserve study is a budget model, limited to visual exterior observations and research. As there are some key details and factors of buildings and grounds hidden from view, it is prudent to conduct additional ancillary evaluations from time to time. The purpose of these evaluations is to aid planning and assess for any basis of predictable funding that may be incorporated into the reserve study. We recommend that you periodically engage specialty evaluations in the following areas/fields as applicable to your property:

- Civil Engineering review: Soils & drainage, pavement specifications, below grade waterproofing
- Arborist: Trees & landscape - plan of care and life cycle forecast
- Legal Responsibility Matrix: Governing document review for clear expense delineation between the association and unit owners
- Legal Governing Document review periodically to incorporate changes in law over time and best practices
- Investment consultant: Maximize return and cash flow management while protecting principal
- Insurance policy & coverage review: Understand what is and is not covered and by whom (association vs. owner policies)
- Masonry consultant: Assess mortar condition and waterproofing, and provide forecast and recommendations
- Energy Audit: Typically conducted by a utility company to assess efficiency, and cost benefit to retrofit existing equipment

Note: There are several other important professional evaluations to augment reserve planning that are of heightened importance such as Life-Safety and/or Building Envelope & Structural issues, and Plumbing. Those components are addressed separately within this report.

Useful Life:

Remaining Life:

Lower Estimate:

Higher Estimate:

Cost Source:

Comp #: 995 Building Envelope & Structure

Approx Quantity: 1 Inspection & Report

Location: The exterior walls, underlying waterproofing components, and structural components.

Funded?: Yes. Costs are best handled with operating funds.

History: Building remediation project shown in #99 (assumed 2026) 2024 Wind Driven Rain Claim ~\$14,500; - 2022 ~\$16,100

Comments: Building remediation project shown in #99 as a result of building envelope studies (see that component for complete details).

Funding for future building envelope studies included here following this project for periodic assessment of the performance of building envelope component.

Useful Life: 10 years

Remaining Life:

10 years

Lower Estimate: \$ 14,500

Higher Estimate:

\$17,700

Cost Source: Client Cost History, Inflated

Comp #: 999 Reserve Study - Update

Approx Quantity: 1 Annual update

Location: Common areas of association

Funded?: No. Annual costs, best handled in operational budget

History: 2026 NSV; 2025 NSV, 2024 WSV; 2023 NSV, 2022 NSV, 2021 WSV; 2020 NSV, 2019 NSV, 2018 WSV; 2017 NSV, 2015 WSV; 2014 NSV, 2013 NSV, 2012 Full

Comments: Not funded – no changes from previous reserve study.

Thank you for choosing Association Reserves!

Useful Life:

Remaining Life:

Lower Estimate:

Higher Estimate:

Cost Source:

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

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Rules and Regulations
Somerfield Townhomes & Condominiums

Order: JCRFFKYJ8
Address: 8916 Meridian PI NE Apt 201
Order Date: 05-25-2026
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SOMERFIELD

TOWNHOMES AND CONDOMINIUMS

HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

Updated: 12-11-19

Effective: 12-11-19

Order: 50K1FR136
Address: 8916 Meridian Pl NE Apt 201
Order Date: 05-25-2026
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IMPORTANT CONTACT INFORMATION

PROPERTY MANAGEMENT COMPANY

Condominium Management
PO Box 3080
Bellevue, WA 98009-3080

P: 425-562-1200
F: 425-957-0425
W: www.condominium-management.com

Office Hours: M-F 8:00 a.m. - 4:00 p.m.

After Hours Emergencies:
206-236-4663 - answering service

PROPERTY MANAGER (primary contact)

Courtney Griffith
P: 360-217-8925
E: cgriffith@condohoa.net

BOOKKEEPER

Cheryl Tradii
P: 425-562-1200 ext. 137
E: ctradii@condohoa.net

OTHER CONTACT INFORMATION

All Fire & Police Emergencies 911
District 8 Fire Department 425-334-3034
Snohomish County Sheriff 425-388-3393

PURPOSE OF RULES AND REGULATIONS

All homeowners of Somerfield Townhomes and Condominiums have an investment in the entire complex. In order to protect the owners investments and promote the welfare of all owners and occupants by the maintenance of a safe, attractive, and pleasant residential living area, the Somerfield Home Owners Association's Board of Directors have adopted rules and regulations for the use, occupancy and maintenance of the units, common elements and limited common elements. Article VII-3 of the By-Laws provide the Board of Directors the responsibility to develop, adopt and from time to time revise these rules and regulations.

These rules and regulations must be followed for the benefit of all residents. Please keep in mind that you are living in close proximity to others and regard them as you wish to be regarded. Conversely, acceptance of your neighbors and tolerance of occasional minor irritants or annoyances is also appropriate. These rules and regulations shall be binding upon all unit owners and occupants and shall be part of the By-Laws.

Each unit Owner is responsible for notifying tenants and guests of these rules, and will be responsible for actions of the residents/guests who are in violation of these Rules and Regulations.

The following rules and regulations shall take precedence in the event of any conflict between these rules and the declarations, covenants, conditions, restrictions and by-laws of the Somerfield Home Owners Association.

The Board of Directors and Managing Agent will work to enforce these Rules and Regulations, but the participation and cooperation of every owner and occupant is essential to ensure Somerfield's livability.

GENERAL INFORMATION

- 0.1 Phone Numbers - Give your day and evening phone number and your tenant's phone number, if applicable, to the Property Manager so you can be contacted in the event of an emergency.
- 0.2 A lien may be placed upon your unit or legal actions may be instituted to collect any delinquent accounts. The owner in arrears will pay all costs associated with collection of the delinquent dues and/or assessments.
 - 0.2.1 STATE LAW REQUIRES THE FOLLOWING NOTICE: Notice is hereby given that non-payment of any assessments due to your Home Owners association may result in foreclosure of the association's lien. In such event, the protection of the homestead exemption under RCW chapter 6.13 shall not apply.
 - 0.2.2 Board Meetings - The first thirty minutes of each meeting are available for homeowner or tenant input. Contact the Property Manager or a member of the Board of Directors for information about the time, date, and place of the next Board meeting. If you would like to speak to the Board, please let the property manager know at least two days in advance of the scheduled meeting to assure you are included on the agenda

1. STREETS, DRIVEWAYS AND PARKING AREAS

Speed Limit/Safe Driving

- 1.0 For the safety of the drivers, pedestrians, residents and guests at Somerfield Condominium (the "Condominium"), the speed limit at the Condominium is 5 mph. However, drivers should observe a lower speed and exercise special care and caution at night, during inclement weather, driving around blind corners or when children are present.

Visitor/Guest Parking

- 1.1 Residents are responsible for ensuring their tenants and guests adhere to these parking rules. Owners or guests must not park in other residents' driveways without first obtaining prior written permission from the owner of the other unit, a copy which must be filed with the Board or the Association's managing agent (the "Manager"). Parking in fire lanes (indicated by red curbs or signage) or parking in areas not designated as parking spaces in a way that could obstruct emergency ingress and egress is prohibited.
- 1.2 Residents must use all parking spaces in their garages and driveways before using an unmarked spot. Residents' vehicles are not to be parked in these "unmarked" spots for more than 72 consecutive hours.
- 1.3 Vehicles parked in violation of the above rules are subject to immediate towing and fines set out in section 1.16 hereof.

General Parking Rules

- 1.4 Residents are to park their vehicles in their unit's garage and/or their unit's tandem parking space. Vehicles parked in the tandem parking spaces must not extend into the street.
- 1.5 Pursuant to Declaration section 11.5, all surface parking at the Condominium (meaning all general common element exterior surface parking spaces, as well as all limited common element tandem parking spaces) are restricted to use for parking of operable, properly registered automobiles, motorcycles, light trucks and family vans. They must not be used to park other items such as trailers, boats or recreational vehicles. Surface parking spaces may not be used for other storage purposes except on a case-by-case basis specifically approved by the Board, such as in the case of temporary placement of a waste container during approved construction activities, or for temporary parking of a moving van. Any vehicle or other thing parked or kept in such spaces must fit within such space so that any adjoining space can be reasonably accessed, and so that the vehicle or thing parked does not protrude in any direction so as to present a hazard or block reasonable ingress or egress.
- 1.6 All equipment or items stored and/or placed on the road surface, parking area and driveways are to be removed and the pavement surface cleaned up daily following use by the responsible unit owner. Any equipment or items not removed will be removed at the owner's expense without a warning letter.
- 1.7 ABSOLUTELY no parking in front of the detached garages is permitted.
- 1.8 Residents and guests shall NOT park in front of fire hydrants, fire lanes, or any other area of the condominium not specifically designated for parking.
- 1.9 Residents or guests parking in "Handicap" parking spots must have a current, valid disabled parking placard or valid state disabled license plates displayed in or on the vehicle.

- 1.10 Inoperable vehicles may not be parked in surface parking spaces. Inoperable vehicles consist of:
- 1.10.1 Any vehicle which is improperly licensed or without current tabs.
 - 1.10.2 Any vehicle which is not highway operable due to physical condition (i.e., broken down motor, flat tires, broken lights, broken windshield, etc.).
 - 1.10.3 Any vehicle that is leaking oil or any other fluid after written notice warning thereof is provided to its owner.
- 1.11 Except for minor vehicle maintenance such as changing a flat tire, charging a dead battery, cleaning/detailing, or similar activities, car repairs are not permitted on the property. Fluid changing or flushing is prohibited. The use of gasoline and/or combustibles for cleaning or any use other than as fuel for a vehicle is strictly prohibited.
- 1.12 It is the obligation of each resident to make sure that their guests keep the parking spaces free of grease, oil, waste, trash or other material which will result in an unsightly appearance or a safety hazard. Resident may be subject to fines for violation of these rules and/or may be assessed the cost of cleaning or maintenance incurred by the Association.
- 1.13 Any vehicle parked within the community grounds may not be used as living or sleeping quarters.
- 1.14 Vehicles parked in violation of the above rules are subject to immediate towing and fines as set out in section 1.16 hereof.
- 1.15 Vehicles with more than a "one ton" weight classification cannot be parked on premises.

Warnings and Fines

- 1.16 Except as otherwise specifically provided, violation of any of the parking rules contained herein may subject a vehicle or other thing improperly parked or kept to immediate towing/removal at the vehicle owner's risk and expense and/or may subject said owner to warnings and/or fines of up to \$50 per occurrence, or \$50 per day for a continuing violation. Towing fees, fines and other association costs incurred hereunder shall also be the responsibility of the unit owner for violations incurred by an owner's tenants, or the guests or invitees of any of them. Fines imposed hereunder and under the provisions of the governing documents and the law shall be deemed Assessments, as that term is defined in Declaration section, and shall be collectable as such.

No Waiver

- 1.17 Deviations from, or failure to act under these parking rules shall in no way constitute a waiver by the Association of any right to enforce these rules or exercise any other right or remedy under the governing documents or at the law. The Board or manager may, but is not required to, issue warnings before notice of a proposed fine is issued. Owners/Residents will be entitled to notice and opportunity to be heard before assessment of fines, but may not be provided notice in advance of towing improperly parked vehicles. The Association reserves all legal rights under the governing documents and at law, including but not limited to the Washington Condominium Act (RCW 64.34 et seq.) and the Washington Nonprofit Corporations Act.

2. PETS

(IMPORTANT: The property located under the power lines that separates the buildings located east and west of the power lines is included in the Somerfield common area. The rules and regulations discussed below also apply to this area.)

- 2.1 The licensing of pets shall conform to chapter 9.04 of the Snohomish County Code. Generally, dogs must be licensed with the County and cat licensing is voluntary.
- 2.2 All dogs must be on a leash at all times in all common areas. Chapter 9.14 of the Snohomish County Code requires that all dogs not exempt from this provision of the code must be on a leash when off the owner's premises. Roaming dogs on public or private property are considered a public nuisance and can be seized and impounded.
- 2.3 Pet owners shall clean up after their pets immediately and properly dispose of the waste in their garbage receptacles (see chapter 10 regarding Garbage Policy). This rule also applies to pets enclosed in the yards of Townhomes and the lower units in the Condominiums. The lawn maintenance contractor will not mow or weed in yards containing animal feces. If not removed, the association will have the feces removed at the owner's expense.
- 2.4 Pets that are not in enclosed yards associated with their owner's specific townhome or lower unit in the Condominiums are not allowed to use any common and/or limited common area to defecate and urinate. The open field area between the east and west Somerfield areas, under the power lines, may be used for this purpose. Section 2.3 "Pet owners shall clean up after their pets immediately and properly dispose of the waste in their garbage receptacles" applies to this area also. Disposal bags affixed to posts, on both the east and west side of the open area, are provided for this purpose.
- 2.5 Owners of lower floor units with enclosed yards should protect shrubs and trees from pet urination that destroys the plants. Any shrubs and trees, not planted by the owner/tenant, destroyed or made unsightly by pets, will be replaced at the owner's expense.
- 2.6 Pet food must be stored indoors at all times to prevent its access to other animals.
- 2.7 Upon receipt of two written complaints from separate units, or as witnessed by the management or members of the Board, regarding a violation of these pet rules, the Homeowners Association shall issue a warning letter or penalty as for any other violation. The Due Process Procedures (described in chapter 13) will also apply.
- 2.8 In addition to fines for violation of pet policies, the Homeowners Association has the authority to have any pet permanently removed and impounded, at the owner's expense, from the property if it continues to be an annoyance to the peaceful enjoyment of Somerfield Condominium. Three (3) days written notice will be given prior to removal.
- 2.9 Owners shall be responsible for all expenses connected with any pet removal.
- 2.10 All pet owners, cat and dog alike, are to remove pet feces from the side/ backyard areas prior to the landscaper visits and the feces cannot be redistributed in the flower / shrub beds.

3. PROPERTY APPEARANCE

Patios and Balconies

- 3.1 Outdoor Furniture - Only furniture specifically designed for outdoor use will be allowed.
- 3.2 Outdoor barbecues (do not use the barbecues within 3 feet of the vinyl siding; the siding will deform or melt if the heat is too close). Also, protect the deck surface from hot coals (upper decks).
- 3.3 Planter boxes or pots are not permitted on the rails of balconies. Potted plants located on upper decks must have a water retention tray for overflow.
- 3.4 Potted plants must be removed from the second floor decks during the winter season to protect the decks from discoloration and other damage. However, the Board of Directors may grant exceptions if the drainage from plants can be shown to drain directly into the gutters without contacting the deck surface.
- 3.5 No storage of items including sofa, boxes, etc. shall be stored on decks/patios that are visible to any other unit owner or from the streets and walkways.
- 3.6 Deck Cleaning: Twice per year, second story unit owners must wash their deck surfaces with soap (or an environmentally safe cleaner) and water to remove moss and mildew as required by the Somerfield Declarations. The Association will have each deck inspected annually to ensure the integrity of the deck's seal.

Windows and Window/Door Coverings

- 3.7 No sheets, cardboard or other materials may be used to cover windows. Window coverings that are visible to neighbors must be in a good state of repair. They may not have any broken slats, etc that can be seen from the exterior of the window. All window coverings including blinds, drapes, valances, etcetera that are visible to the exterior must either be white in color or lined with white material.
- 3.8 All screens on windows or doors must be maintained in good condition and must be properly affixed to the window or door. Owners who desire to install a screen door must submit an application to the property manager. The Architectural Control Committee will review the application for uniformity.
- 3.9 Any broken glass in a unit shall be replaced at the unit owner's expense within five (5) days.

General Limited Common Area/Common Area

(IMPORTANT: The property located under the power lines that separates the buildings located east and west of the power lines is included in the Somerfield common area. The rules and regulations discussed below also apply to this area.)

- 3.10 Items such as towels, blankets, etc. shall not be hung, aired, or draped from any limited common or common areas.
- 3.11 No storage of any hazardous material shall be allowed on or around the common or limited common areas.
- 3.12 Littering (i.e., cigarette butts, candy bar wrappers, etc.) is prohibited and subject to fine.

- 3.13 The appearance of limited common areas including, but not limited to, fences in yards are to be kept in good condition by the owner/tenant (see also section 2.3 of chapter 2. Pets). Lawn maintenance contract personnel will not enter areas of excess clutter on the grass and planted areas.

Other Property Appearance Rules

- 3.14 Children shall not play in areas that may be hazardous to their health and wellbeing, or be injurious to Somerfield property. Parents are responsible for the actions and safety of their children, and for damages caused by their children.
- 3.15 Wheeled vehicles, skate boards or roller-blades are not allowed on landscaped areas.
- 3.16 Off road vehicles including, but not limited to, off road motorcycles are not allowed to be operated on the portion of property located under the power lines.
- 3.17 The Homeowners Association discourages the use of fireworks within the Somerfield project. However, any fireworks used must be legal, must be confined to paved areas only and must be under direct supervision of a responsible unit owner.
- 3.18 Christmas decorations may be affixed only to shrubs and trees adjacent to the unit, doors, windows, fences, gutters, and entries of the units provided such decorations do not violate insurance, fire, and county regulations. Any lights and/or decorations must be attached in such a way that their removal will not damage or compromise the exterior surface of the building. Decorations are not permitted on rooftops.
- 3.19 Removal of all decorations (including Christmas trees) must be completed within 14 days of the holiday.
- 3.20 Costs to repair any damage to a unit as a result of these decorations or the application of these decorations will be the sole responsibility of the unit owner.

4. SIGNS

- 4.1 Unit owners/tenants shall not place signs of any kind in public view in common areas, limited common areas or privately owned areas. No notices, advertisements, or posters, except authorized by the Board of Directors, shall be displayed or posted in open view or common areas.
- 4.2 One real estate "for sale" or "for rent" sign no larger than 2x2 feet can be displayed in one unit window. Open house "sign-boards" are allowed on the common area only during the time of the scheduled open house. Open house times may not exceed 72 contiguous hours within a 30 day period without the prior approval of the Board of Directors. Real Estate agents and/or owners are instructed to place their "For Sale" sign in a box on the post provided, by the bulletin board and mail kiosk, at the main/east entrance to the Somerfield complex.

5. USE OF UNIT

Modification of Townhomes and Condominium Units

- 5.1 An Architectural application is required for modifications described below and is located in the back of these Rules and Regulations.
- 5.2 In addition to the restrictions in the Declaration for Somerfield Condominium, nothing shall be done, permitted or installed in any condominium which protrudes into, through, or affects the

common area without the prior written consent of the Association, including, without limitation, installation of electrical cable, or telephone wiring, plumbing, antennas, TV dishes, skylights, air conditioning units, burglar alarms, vents, and pet doors. Any unauthorized penetrations will be removed and/or repaired at the owner's expense. The homeowner will be responsible for any costs and all damage, dry rot, or insect infestation done to the common area as a result of all common area penetrations.

- 5.3 Interior changes that will affect other homeowners (especially in Condominium units) or the structural integrity of a unit, such as installation of hardwood or a similar type of flooring must be approved by the Board of Directors and or the Architectural committee, a committee appointed by the Board of Directors. This will ensure that all homeowners are able to protect their investment at Somerfield Condominium.
- 5.4 Any owner wishing to modify their unit as described in this chapter, must complete an Architectural application and submit it to the Architectural Control Committee or the property manager. The application is available in the back of this packet.
- 5.5 If the application is approved, work will be permitted during reasonable hours of the day and adjacent owners will be given ample notice prior to the commencement of the work.
- 5.6 The Board of Directors must respond within 30 days from the date the application is received by the Board.

Hot Water Heaters

- 5.7 Maintenance of hot water heaters is the responsibility of each individual homeowner.
- 5.8 Any and all costs incurred to the association by a leaking hot water heater are the responsibility of the unit owner.

Water Shut Off Valves For Hose Bibs

- 5.9 During periods of cold weather, some downstairs unit owners are responsible for shutting off the water supply to the outside hose bibs to prevent pipe freezing.
- 5.10 All townhouse have a water shut-off valve (red handle) located near the water heater.
- 5.11 Water shut-off valves for the front hose bibs in buildings A, B, C & D are located above the hot water heater in the garage (red handles). They are located in units A202, A203, B201, B204, C202, C203, D201 and D204. Water shut-off valves for the rear hose bibs are located one each in the lower units either under sink or at water heater.
- 5.12 Water shut-off valves for the front hose bibs in buildings H and J are located under the sink of at the water in units H102, H103, J102 and J103. The water shut-off valves for the rear hose bibs are located in J101, J103, J104, H101, H103 and H104 are also located under the sink or near the water heater.
- 5.13 If you do have a break, it is important to get the water shut off immediately. If you have a problem doing this, then the water department suggests you call 911 and explain the emergency.
- 5.14 If you will be gone (even for 3 days) over the winter period, leave your key with a neighbor or relative. Ask them to keep checking on your home. Call the property management office and give them the phone number of the person responsible while you are absent.

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- 5.15 The insurance carrier is not liable for damages when an owner/resident is negligent in preventing frozen pipes. The unit owner is responsible for any damage resulting from their negligence.

Other Use of Unit Items

- 5.16 Any commercial use must have prior Board of Directors approval.
- 5.17 No resident shall store flammable fluids, fireworks, explosives or any other articles deemed to be hazardous in their units except for immediate use.
- 5.18 The electrical outlet located in each unattached garage is to be used for an electrical garage door opener only. Plugging in electrical equipment such as electrical tools, appliances, etc. into the outlet may trip the circuit breaker that will impact several garages and render the door openers inoperative on all garages in the circuit. The owner responsible will be charged for an electrician to open the circuit box and reset the breaker.
- 5.19 Maintenance of the smoke detection devices shall be the responsibility of the owner of the unit and must be maintained according to the manufacturer's specifications. (Batteries should be checked at regular intervals.) Under no circumstances will the owner/tenant disconnect the smoke detectors, or remove the batteries instead of replacing the batteries or defective smoke detector.
- 5.20 It is advised that all Owners or renters maintain homeowners or renters insurance to cover personal items of value.

6. ILLEGAL AND OFFENSIVE ACTIVITY

- 6.1 No illegal use shall be made of the property.
- 6.2 No activity shall be conducted upon the property that shall unreasonably interfere with the other residents' use and peaceful enjoyment of any condominium unit or common areas. "Offensive activity" is any activity that is deemed by the Board to be disruptive to the well-being and peacefulness of Somerfield residents. This would include, but is not limited to, loud or obscene behavior or language; severe altercations within a unit or with other residents; activities producing strong or prolonged offensive odors and any prolonged noisy activity such as playing musical instruments, radios, stereos, televisions, etc. (See chapter 9. Noise)
- 6.3 If law enforcement must respond to a disturbance of any kind at Somerfield, and the disturbance is substantiated, the owner of the unit causing the disturbance will be fined.

7. DAMAGE FROM UNIT OWNER NEGLIGENCE

- 7.1 Any damage to common areas or to other units caused by negligence or willful acts of a unit owner (or an occupant of his/her unit) will be repaired at the expense of the unit owner. The failure of an owner to act on any notification by the Association (via a direct letter to the owner) about a situation that could potentially cause damage to Association property or other units shall be considered negligence on the part of the unit owner.
- 7.2 In the event that said damage from negligence is insured under the Association's insurance coverage and the damage exceeds the deductible amount, the association will initiate a claim on its policy and the unit owner shall be required to pay the deductible.

8. SELLING OR RENTING UNITS

- 8.1 The goal of the Somerfield Condominium Association is to have no less than 85% "owner occupied" units.
- 8.2 Owners should be aware of requirements for selling or renting their unit as set forth in the Declarations and Covenants. Owners must notify the Managing Agent if they intend to sell or rent their unit.

Selling Unit

- 8.3 Only one (1) sign no more than 2x2 is allowed and must be placed in one of the unit's windows. Real estate agents/owners must attach their "For Sale" or "For Rent" signs as described in chapter 4.
- 8.4 Any modifications that were made to the common or limited common areas of the seller's unit without written approval of the Board of Directors, including but not limited to the installation of TV satellite dishes, must be removed. The seller shall repair any penetrations to the exterior of the structure. A cable TV connection with distribution system is available in each unit.

Renting Unit

- 8.5 Any modifications that were made to common or limited common areas of the owner's unit without written approval of the Board of Directors, including, but not limited to, the installation of TV satellite dishes, must be removed. The owner shall repair any penetrations to the exterior of the structure. A cable TV connection with distribution system is available in each unit.
- 8.6 Only units that have been owner occupied for a minimum of 2 years are those that are eligible for possible rental. Owners must submit a written application to Condominium Management to notify the Association of their intent to rent. Rental of the unit then requires the approval of the Board of Directors.
- 8.7 Owners must have the rental agreement in writing and a copy shall be filed with the Board of Directors.
- 8.8 Owners retain the responsibility for renter actions and any damage to the common areas. Owners must ensure the renters carry an appropriate amount of Homeowners insurance.
- 8.9 Owner shall have responsibility for payment of the Homeowners Association insurance deductible should any actions or claims arise from the unit while rented.
- 8.10 Owner must provide a copy of the Rules and Regulations to the renter.
- 8.11 Absentee Owners must keep the Property Manager advised of their current address.
- 8.12 If any non-owners tenant is convicted in a court of law of unlawful activity committed in their unit involving drugs, violence or any felony, this tenant will be evicted according to chapter 12 of these rules.
- 8.13 If law enforcement must respond to a disturbance of any kind at Somerfield, and the disturbance is substantiated, the tenant and owner will be notified by mail. After three such disturbances, eviction proceedings will be initiated against a non-owner tenant according to chapter 12.

9. NOISE

- 9.1 Quiet hours will be observed by all owner/occupants between 10:00 p.m. and 7:00 a.m.
- 9.2 No noise producing activity shall be conducted upon the property that unreasonably interferes with other resident's use and peaceful enjoyment of any condominium unit or common area. These activities include barking dogs, off road vehicles/motorcycles, musical instruments, radios/stereos/televisions, horns, loud engines, etc.
- 9.3 Special attention shall be given to noise control between quiet hours. Volume of radios, TV sets, stereo sets and musical instruments shall be kept at a reasonable level at all times to avoid disturbing other residents. Operation of noisy appliances shall be avoided after 10:00 p.m. and before 7:00 a.m.
- 9.4 Vehicles that cause excessive noise due to un-repaired exhaust systems must be repaired.

10. GARBAGE POLICIES

- 10.1 Garbage is not to be left outside your door at any time except in cans on the day of trash pickup by Waste Management. This includes patios and decks. Garbage and recycling containers may be put out the night before garage pickup. After the pickup, the containers must be removed from the street and stored in the garage before the next morning.
- 10.2. The two dumpsters and recycle bins located behind the fenced areas are to the sole use of owners/tenants of **building H and J**.
- 10.3 All garbage and trash must be placed inside the dumpsters. Waste Management will not pick up items left outside the dumpster.
- 10.4 Wet garbage, food products and pet waste must be placed in plastic bags before placing it into the dumpster.
- 10.5 Items that **shall not** be placed inside the dumpsters include:
 - 10.5.1 All paint and hazardous materials. These are to be disposed of properly at a transfer station at the owner's expense.
 - 10.5.2 Oversized items such as furniture and mattresses. Owners will be charged the cost to remove oversize items. Improper garbage/refuse disposal is subject to fine.
 - 10.5.3 Hot coals or any materials that might create a fire hazard in the dumpsters.
 - 10.5.4 Christmas trees.
- 10.6 Boxes should be broken down and placed inside the recycle bins.
- 10.7 The lids of the dumpsters and the gates of the dumpster-area enclosure shall be kept closed at all times.

11. BASKETBALL COURT

- 11.1 The basketball court is available to owner/tenants and their guests only.

- 11.2 The Basketball court is for the benefit and enjoyment of all residents. Anyone abusing the court will be subject to immediate suspension from further use and may also be fined a penalty. Any damage caused by a resident and/or their guests will be charged to that resident.
- 11.3 The Basketball court hours are from **9:00 a.m. until 9:00 p.m.** No loud noise, whether in the form of shouting, ball playing or music shall be allowed before or after these hours.
- 11.4 A basketball game shall have priority over other uses of the court.

12. INSURANCE

The Association carries a master insurance policy for major damage to common/limited common elements. It is mandatory for all individual unit owners to carry condominium insurance and/or renters insurance to cover all damage and liability inside their unit(s) and to cover any damage they might cause to any other unit or common/limited common elements. This insurance is to reimburse the association for the deductible on the master policy, which is \$10,000, should the source of any damage originating from inside a unit cause a claim to be filed against the master policy. Additionally, when the source of damage originates from one unit and causes damage to other unit(s) or to any common/limited common elements, the owner of the unit from where the damage originated is responsible for all damage. The master policy does not cover any owners personal belongings (i.e. clothing, furniture, décor). An owner may choose to obtain additional insurance to cover personal belongings.

13. NOTIFICATION, FINES & RENTER EVICTION PROCEDURES

- 12.1 All rules apply to unit owners, tenants, and guests. A unit owner may be fined for violation of any of these Rules. The fines shall be assessed against the unit and the unit owners, and shall be collectible in the same manner as dues assessments. All remedies that apply to the collection of delinquent assessments shall also apply to the collection of these fines. ***In cases of repeat or extreme violation of some rules, the Board is authorized to evict renters.***
- 12.2. Action will be taken by the Board regarding any violation if any of the following occur:
 - 12.2.1 The Board of Directors (or a member of the Board) directly encounters the violation.
 - 12.2.2 The Association's agent directly encounters the violation.
 - 12.2.3 The Board has received two written complaints about a violation from unit owners (on behalf of themselves or their tenants) within a six (6) month period.
- 12.3 Unless otherwise specified in these rules, an action will consist of a written warning to the owner within seven (7) days to comply, prior to any fine. If rules are not complied with after written warning, a fine is assessed. However, in blatant violations, as reasonably determined by the Board, the warning letter step will be excluded. When a fine is assessed, the owner will be notified and his homeowner association dues account will immediately reflect the fine.
- 12.4 The fine shall be \$25.00 for the first violation, \$50.00 for a second violation, and \$100.00 for each subsequent violation of the same rule by the same owner. Each seven (7) day period during which the identified violation continues to exist without correct will, at the Board's discretion, be assessed as a separate violation. However, after the third violation in a 7 day period, each subsequent violation will be assessed at \$100.00 until the correction is made. Homeowners will be liable for any property damage repair costs incurred due to violations.

- 12.5 Please note that the same owner may be fined for a second or third offense for ANY repeat violation of the same rule, even if the tenant has changed. It is the responsibility of owners to insure their tenants understand and comply with Somerfield's rules.
- 12.6 In cases where renter eviction seems the only possible solution to ongoing or extreme violations, a letter will be issued to the unit owner and eviction procedures initiated. The procedure for evicting renters is enforced as follows:
 - 12.6.1 After being informed by the Board, an owner has ten (10) days to remedy a situation deemed worthy of eviction by the Board.
 - 12.6.2 If the situation isn't remedied in ten (10) days, the owner shall immediately, at their own cost, "institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act" on account of the violation(s).
 - 12.6.3 If the owner fails to initiate eviction, then the Association will act as attorney-in-fact for the unit owner and will, at the unit owner's expense, prosecute the eviction action.

14. DUE PROCESS PROCEDURES

- 13.1 To establish an orderly procedure for the membership of the association to allow for an appeal of a violation when a complaint has been registered, the Board of Directors will follow the due process procedures listed below. The purpose of the due process is to review evidence of the violation and to consider appropriate action in an orderly and concise fashion.
 - 13.1.1 If any owner feels that any notification of any rules violation has been issued in error or there are extenuating circumstances, the person has the right to be "heard" before the Board. The meeting, arranged by the Board of Directors, will consist of a quorum of board members, the party bringing the complaint (must be an owner), the party requesting the "hearing" who must also be an owner, and any other owner(s) that have an interest.
 - 13.1.2 The meeting will be an informal meeting with a board member acting as the chair. Both sides will present evidence, witnesses and testimony regarding the validity or non-validity of the complaint. The party bringing the complaint must do so in writing. A board member or representative will keep minutes of the meeting.
 - 13.1.3 To obtain a hearing, the managing agent for the Association must be notified, in writing, within seven (7) days of the notice indicating that a rules violation action has been effected.
 - 13.1.4 The agent for the Association will respond to the hearing request within thirty days after receipt of the written request. If either party desires to reschedule the hearing, the other party must be notified at least ten days prior to the scheduled date of hearing.
 - 13.1.5 If a hearing is requested and the party fails to appear, the panel will base their findings on the information available at the meeting.
 - 13.1.6 All parties will be notified in writing within ten (10) days after hearing of the decision. The decision will be entered into the Association Board minutes in the form of a resolution. Either party has a right to appeal the panel decision by repeating the due process procedure. However, the Board of Directors may decline the right to an appeal hearing if it feels that there is not pertinent new information to be considered.
 - 13.1.7 In special circumstances, any rule may be appealed for exception in advance by submission of a written request to the Board. The Board will review the request and either grant or deny the exception. The Board's decision is final and may not be appealed.

Collection Policy

RESOLUTION OF THE BOARD OF DIRECTORS OF
Somerfield ASSOCIATION REGARDING A
COLLECTION POLICY FOR DELINQUENT ASSESSMENTS

WHEREAS, the Association's Board of Directors is charged with the responsibility of collecting assessments for common expenses from unit owners pursuant to the Association Declaration and/or Bylaws; and

WHEREAS, from time to time unit owners become delinquent in payment of those assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS, the Board has retained the Association's attorney for the attorney's experience in representing condominium and homeowner associations in collections and in other matters; and

WHEREAS, the Board has directed the Association's attorney to represent the Association on the terms outlined in this resolution; NOW, THEREFORE,

BE IT RESOLVED that the Association's attorney shall pursue all collection and other matters which the Board, acting through the Treasurer or manager, may from time to time refer to the attorney and shall provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that the Treasurer or manager, acting on behalf of the Association, shall pay the Association's attorney the attorney's usual and customary charges for time incurred in connection with the attorney's representation of the Association, together with all costs incurred by the attorney, including but not limited to fees and charges for filing, service of process, messenger service, court reporters, electronic or computer assisted legal research, photocopies, postage, long distance calls, investigator's services, credit reports and title reports, promptly upon receipt of the attorney's monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to the Declaration and/or Bylaws and RCW 64.34.364(13) there is hereby levied against any assessment account which is not paid in full as of

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the 20th day of the month a late fee in the amount of \$ 20.00 which the Treasurer or manager is authorized and directed to charge to and collect from any delinquent unit owner; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to send to any unit owner who is more than thirty (30) days delinquent in the payment of regular or special assessments or other charges authorized by the Association's governing documents (hereinafter referred to as "Assessments"), a written notice that if the account is not paid in full within ten (10) days it will be turned over to the Association's attorney for collection, including filing a lien against the delinquent unit, and that the unit owner will be liable for payment of the minimum charge imposed by the Association's attorney to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to refer any account which remains delinquent for ten (10) days or more after the written notice to the Association's attorney for collection; and

BE IT FURTHER RESOLVED that the Treasurer or manager is directed to consult with the Association's attorney and turn over for collection immediately any account where the unit owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorney for collection:

1. All contacts with a delinquent unit owner shall be handled through the Association's attorney. Neither the Treasurer or manager nor any Association officer or director shall have authority to settle the collection of the account directly with a unit owner after it has been turned over to the Association's attorney unless the Association's attorney is present or has consented to the contact.

2. Unless otherwise specified, all sums collected on a delinquent account should be remitted to the Association in care of the Association's attorney until the account has been brought current. All sums collected shall be applied in the following order: interest, late charges, legal charges and then to regular or special assessments (in order of the date of the regular or special assessment).

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3. To the extent provided by the Declaration and/or Bylaws, all of the estimated Assessments due for up to the next succeeding twelve (12) months shall be accelerated and become immediately due and owing upon any required notice to the unit owner. However, the Association's Treasurer, manager and attorney are granted the discretion to waive this acceleration in whole or in part under circumstances which they deem to be appropriate.

4. To the extent provided by the Declaration and/or Bylaws, a delinquent Assessment deposit of up to three (3) months estimated Assessments shall be assessed on the unit owner's assessment account. However, the Association's Treasurer, manager and attorney are granted the discretion to waive this Assessment deposit in whole or in part under circumstances which they deem to be appropriate.

5. To the extent provided by the Declaration and/or Bylaws and to the extent that a delinquent unit is rented by its owner, the Association's attorney is authorized to demand and collect the rent from the tenant in the unit, and in the event that the tenant agrees to make, and does make, the required payments, no utility service to the unit shall be disconnected.

6. Interest at the rate provided by the Declaration and/or Bylaws or otherwise at the legal rate shall be collected on all delinquent Assessment amounts, including but not limited to late charges and legal charges. However, the Association's Treasurer or manager and attorney are granted the discretion to waive this requirement in whole or in part under circumstances which they deem to be appropriate.

7. The Association's attorney's minimum legal fee shall be assessed against each delinquent unit and its owner (including repeat collections) when the account is turned over to the Association's attorney for collection. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectible as an Assessment as provided in Declaration and/or Bylaws and RCW 64.34.364(14).

Adopted on the 21 day of November, 2008.

Somerfield ASSOCIATION

By: Paul Christensen
Its President

By: Virginia A. Wilson
Its Secretary

Somerfield Homeowners Association

Parking Rules and Regulations

Adopted February 27, 2014
Effective April 1, 2014

1. Speed Limit/Safe Driving:

- a. For the safety of the drivers, pedestrians, residents and guests at Somerfield Condominium (the "Condominium"), the speed limit at the Condominium is 5 m.p.h. However, drivers should observe a lower speed and exercise special care and caution at night, during inclement weather, driving around blind corners or when children are present.

2. Visitor/Guest Parking:

- a. Residents are responsible for ensuring their tenants and guests adhere to these parking rules. Owners or guests must not park in other residents' driveways without first obtaining prior written permission from the owner of the other unit, a copy which must be filed with the Board or the Association's managing agent (the "Manager"). Parking in fire lanes (indicated by red curbs or signage) or parking in areas not designated as parking spaces in a way that could obstruct emergency ingress and egress is prohibited.
- b. Residents must use all parking spaces in their garages and driveways before using an unmarked spot. Residents' vehicles are not to be parked in these "unmarked" spots for more than 72 consecutive hours.
- c. Vehicles parked in violation of the above rules are subject to immediate towing and fines set out in Section 5 hereof.

3. General Parking Rules:

- a. Residents are to park their vehicles in their unit's garage and/or their unit's tandem parking space. Vehicles parked in the tandem parking spaces must not extend into the street.
- b. Pursuant to Declaration Section 11.5, all surface parking at the Condominium (meaning all general common element exterior surface parking spaces, as well as all limited common element tandem parking spaces) are restricted to use for parking of operable, properly registered automobiles, motorcycles, light trucks and family vans. They must not be used to park other items such as trailers, boats or recreational vehicles. Surface parking spaces may not be used for other storage purposes except

on a case-by-case basis specifically approved by the Board, such as in the case of temporary placement of a waste container during approved construction activities, or for temporary parking of a moving van. Any vehicle or other thing parked or kept in such spaces must fit within such space so that any adjoining space can be reasonably accessed, and so that the vehicle or thing parked does not protrude in any direction so as to present a hazard or block reasonable ingress or egress.

- c. All equipment or items stored and/or placed on the road surface, parking area and driveways are to be removed and the pavement surface cleaned up daily following use by the responsible unit owner. Any equipment or items not removed will be removed at the owner's expense without a warning letter.
- d. ABSOLUTELY no parking in front of the detached garages is permitted.
- e. Residents and guests shall NOT park in front of fire hydrants, fire lanes, or any other area of the condominium not specifically designated for parking.
- f. Residents or guests parking in "Handicap" parking spots must have a current, valid disabled parking placard or valid state disabled license plates displayed in or on the vehicle.
- g. Inoperable vehicles may not be parked in surface parking spaces. Inoperable vehicles consist of:
 - i. Any vehicle which is improperly licensed or without current tabs.
 - ii. Any vehicle which is not highway operable due to physical condition (i.e., broken down motor, flat tires, broken lights, broken windshield, etc.).
 - iii. Any vehicle that is leaking oil or any other fluid after written notice warning thereof is provided to its owner.
- h. Except for minor vehicle maintenance such as changing a flat tire, charging a dead battery, cleaning/detailing, or similar activities, car repairs are not permitted on the property. Fluid changing or flushing is prohibited. The use of gasoline and/or combustibles for cleaning or any use other than as fuel for a vehicle is strictly prohibited.
- i. It is the obligation of each resident to make sure that their guests keep the parking spaces free of grease, oil, waste, trash or other material which will result in an unsightly appearance or a safety hazard. Resident may be subject to fines for violation of these rules and/or may be assessed the cost of cleaning or maintenance incurred by the Association.
- j. Any vehicle parked within the community grounds may not be used as living or sleeping quarters.
- k. Vehicles parked in violation of the above rules are subject to immediate towing and fines as set out in Section 5 hereof.
- l. Vehicles with more than a "one ton" weight classification cannot be parked on premises.

4. Renters:

- a. Unit owners who lease or rent their units to others are ultimately responsible for the actions of said tenants.

- b. The unit owner must include in the and attach to all leases (executed after effective dates of these rules and regulations) a copy of these parking rules.
- c. Rules must be renewed upon renewal or execution of a new lease.
- d. Vehicles parked in violation of the above rules are subject to immediate towing and fines set out in Section 5 hereof.


5. Warnings and Fines:

- a. Except as otherwise specifically provided, violation of any of the parking rules contained herein may subject a vehicle or other thing improperly parked or kept to immediate towing/removal at the vehicle owner's risk and expense and/or may subject said owner to warnings and/or fines of up to \$50 per occurrence, or \$50 per day for a continuing violation. Towing fees, fines and other association costs incurred hereunder shall also be the responsibility of the unit owner for violations incurred by an owner's tenants, or the guests or invitees of any of them. Fines imposed hereunder and under the provisions of the governing documents and the law shall be deemed Assessments, as that term is defined in Declaration Section, and shall be collectable as such.

6. No Waiver:

- a. Deviations from, or failure to act under these parking rules shall in no way constitute a waiver by the Association of any right to enforce these rules or exercise any other right or remedy under the governing documents or at the law. The Board or manager may, but is not required to, issue warnings before notice of a proposed fine is issued. Owners/Residents will be entitled to notice and opportunity to be heard before assessment of fines, **but may not be provided notice in advance of towing improperly parked vehicles**. The Association reserves all legal rights under the governing documents and at law, including but not limited to the Washington Condominium Act (RCW 64.34 et seq.) and the Washington Nonprofit Corporations Act.

These parking rules and regulations were adopted by the Board of Directors by resolution dated February 27, 2014 and mailed to all unit owners on February 28, 2014. These rules shall become a permanent part of the rules and regulations of the Association, and shall become effective on the date listed at the top of the first page.



Name: *Nicholas Pawczi*
Secretary, Somerfield Owners Association

SOMERFIELD

RULES AND REGULATIONS

REVISIONS JUNE 2009

II. PETS

2.3 Pet owners shall clean up after their pets **immediately and properly dispose of the waste in their garbage receptacles** (see Section VII regarding Garbage Policy). This rule also applies to pets enclosed in the yards of Town homes and the lower units in the Condominiums. The Lawn maintenance contractor will not mow or weed in yards containing animal feces. If not removed, the association will have the feces removed at the owner's expense.

Revision June 1, 2009

2.3.1 Pets that are not in enclosed yards associated with their owner's specific townhome or lower unit in the Condominiums are not allowed to use any common and/or limited common area to defecate and urinate. The open field area between the east and west Somerfield areas, under the power lines, may be used for this purpose. 2.3 which states "Pet owners shall clean up after their pets immediately and properly dispose of the waste in their garbage receptacles" applies to this area also. Disposal bags affixed to posts, on both the east and west side of the open area, are provided for this purpose. (Revised 6/1/09)

III. PROPERTY APPEARANCE

3.3 Windows and Window/Door Coverings:

3.3.1 No sheets, cardboard or other materials may be used to cover windows. Window coverings that are visible to neighbors must be in a good state of repair. They may not have any broken slats, etc that can be seen from the exterior of the window.

Revision June 1, 2009

3.3.1 No sheets, cardboard or other materials may be used to cover windows. Window coverings that are visible to neighbors must be in a good state of repair. They may not have any broken slats, etc that can be seen from the exterior of the window. **All window coverings including blinds, drapes, valances, etcetera that are visible to the exterior must either be white in color or lined with white material. (Revised 6/1/09)**

Order: JCRFFKYJ8

Address: 8916 Meridian PI NE Apt 201

Order Date: 05-25-2026

Document not for resale

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IV. SIGNS

4.2 One real estate “for sale” or “for rent” sign no larger than 2x2 feet can be displayed in one unit window. Open house “sign-boards” are allowed on the common area only during the time of the scheduled open house. Real Estate agents are to be instructed to place their “For Sale” Sign at one of the entrances to the Somerfield complexes.

Revision June 1, 2009

4.2 One real estate “for sale” or “for rent” sign no larger than 2x2 feet can be displayed in one unit window. Open house “sign-boards” are allowed on the common area only during the time of the scheduled open house. **Open house times may not exceed 72 contiguous hours within a 30 day period without the prior approval of the Board of Directors.** Real Estate agents and/or owners are instructed to place their “For Sale” sign in a box on the post provided, by the bulletin board and mail kiosk, at the main/east entrance to the Somerfield complex. (Revised 6/1/09)

V. USE OF UNIT

5.8.4 Renting Units

5.8.4.2.1 Owners must submit an application to Condominium Management to notify the Association of their intent to rent.

Revision June 1, 2009

5.8.4.2.1 **Only units that have been owner occupied for a minimum of 2 years are those that are eligible for possible rental.** Owners must submit a written application to Condominium Management to notify the Association of their intent to rent. **Rental of the unit then requires the approval of the Board of Directors.** (Revised 6/1/09)