

# **CC&Rs-Condo Declaration**

## **Glenbrook**

Order: H8HFQD8NM  
Address: 27415 149th Ave SE  
Order Date: 05-25-2024  
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KING COUNTY, WA

Document Title(s) (or transactions contained therein):

1. AMENDED AND RESTATED DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR GLENBROOK, A CONDOMINIUM
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials)

1. GLENBROOK CONDOMINIUM OWNERS' ASSOCIATION
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. GLENBROOK CONDOMINIUM OWNERS' ASSOCIATION
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section township, range)

GLENBROOK CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 9105021367, AND ANY AMENDMENTS THERETO, AND SURVEY MAP AND PLANS IN VOLUME 103 OF CONDOMINIUM PLATS, ON PAGE(S) 89 THROUGH 95, RECORDS OF KING COUNTY, WASHINGTON; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

☐ Additional legal description is on page \_\_\_\_ of document.

Assessor's Property Tax Parcel or Account Number: 278710-

Reference Number(s) of Documents assigned or released: 9105021367, 9304010275, 9405061397, 9312011983, 9405061398, 9601030966, 9609110849

☐ Additional references on page \_\_\_\_ of document.

**ORIGINAL**

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DEPARTMENT OF ASSESSMENTS  
Examined and approved this 31st day of Jan 2008  
D. Noble  
Diagrams: Mursdock  
Legal: Mursdock

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AMENDED AND RESTATED DECLARATION AND COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
GLENBROOK, A CONDOMINIUM

WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act ("Act"), Laws of 1989, Chapter 43 (RCW Chapter 64.34), entitled DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR GLENBROOK, A CONDOMINIUM, was recorded on May 2, 1991, under Recording No. 9105021367, in the records of King County, State of Washington, as amended by filings recorded under the following recording numbers: 9304010275, 9312011983, 9405061397, 9405061398, 9601030966 and 9609110849, together with the Survey Map and Plans recorded in Volume 103 of Condominiums, page(s) 89 through 95, under King County Recording No. 9105021366, and whereas under the provisions of Article 21 of the Declaration it may be amended, and

WHEREAS the procedures for such amendment have been followed,

NOW THEREFORE, the undersigned certifies that the following AMENDED AND RESTATED DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR GLENBROOK, A CONDOMINIUM, has been duly adopted by the vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and that the consent of fifty-one percent (51%) of Eligible Mortgagees has been obtained to hereby declare and adopt the following which restates, supercedes, replaces and amends in its entirety the Declaration and the amendments thereto previously recorded for the Condominium.

1. INTERPRETATION

1.1 Submission of the Property to the Act.

Declarant, being the sole Owner of the Property at the time of the initial recording of this Declaration, submitted the Property to the provisions of the Act and to the Condominium form of use and ownership. By acceptance of a conveyance, contract for sale, lease, rental agreement, Mortgage, or any other form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium, it is agreed that this Declaration, together with the Survey Map and Plans identified in Subsection 1.9.38 of this Declaration, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium project mutually beneficial to all of the Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Property and upon each Unit as a parcel of real property, and upon its Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interests in all or part of the Property, without the requirement of further specific reference or inclusion in deeds, contracts for sale, lease, rental agreement, Mortgage, or other security instruments, and regardless of any subsequent forfeiture, foreclosure, or sale of Units under security instruments.

1.2 Consistent With Act.

The terms such as, but not limited to, "Unit," "Unit Owner," "Association of Unit Owners," "Building," "Common Elements and Facilities," "Land," "Limited Common Elements" and "Property," used in this Declaration are intended to have meanings consistent with the meanings given in or permitted under the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Captions and Exhibits.

Captions given to the various Articles, sections and subsections in this Declaration are for convenience only and are not intended to modify or affect the meaning



of any of the substantive provisions of this Declaration. The various exhibits referred to in and attached to this Declaration shall be deemed incorporated in this Declaration by reference as though fully set forth where the reference is made.

#### 1.4 Liberal Construction.

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

#### 1.5 Covenants Running With Land.

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

#### 1.6 Unit and Building Boundaries.

In interpreting the Survey Map and Plans, the existing physical boundaries of each Building and each Unit as constructed or reconstructed shall be conclusively presumed to be its boundaries.

#### 1.7 Declarant - Original Owner.

Declarant was the original Owner of all Units and Property and continued to be deemed the Owner of all Units and Property except as conveyances or documents changing the ownership of specifically described Units have been filed of record.

#### 1.8 Inflationary Increase in Dollar Limits.

Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the

Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Seattle, Washington for All Urban Consumers (1982-84=100), prepared by the United States Department of Labor for the base period, January 1, 1990, to adjust for any inflation of the value of the dollar. In the event that index changes or is no longer published, the successor index shall be used or, if none, a reasonable substitute index may be used.

#### 1.9 Definitions.

For the purposes of this Declaration, the Bylaws, the Rules and Regulations, and any amendments to any of these documents, the following definitions apply:

1.9.1 "Act" means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34).

1.9.2 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit, more particularly provided for in Article 9.

1.9.3 "Articles" means the Articles of Incorporation of the Association.

1.9.4 "Assessment" means all sums chargeable by the Association against a Unit and its Owner, 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; (c) costs and expenses of collection, including reasonable attorney fees, incurred by the Association in connection with the collection of a delinquent Owner's account; and (d) all other sums chargeable to an Owner by the Association as provided in the Governing Documents, unless the context clearly requires otherwise.

1.9.5 "Association" means the Glenbrook Condominium Owners' Association, a non-profit corporation formed under the laws of the State of Washington, whose membership is composed of all of the Unit Owners, acting as a group in accordance with the Governing Documents, and any successor non-profit corporation or unincorporated association. The Association is the Unit Owners'

Association as defined in the Act, and as more particularly provided for in Article 9 of the Declaration.

1.9.6 "Board" means the board of directors of the Association provided for in Article 10.

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

1.9.8 "Bylaws" means the bylaws of the Association provided for in Section 9.5.

1.9.9 "Common Elements" means all portions of the Condominium other than the Units.

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

1.9.11 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

1.9.12 "Common Funds" means those funds held by the Association and collected from Owners by means of regular or special Assessments, or otherwise, for the payment of Common Expenses or those expenses specially chargeable to a Unit or Units.

1.9.13 "Condominium" means Glenbrook, which is a condominium created under the terms of this Declaration.

1.9.14 "Declarant" means any person or group of persons acting in concert who executed as Declarant the original Declaration.

1.9.15 "Declaration" means this Amended and Restated Declaration of Glenbrook condominium.

1.9.16 "Eligible Holder of a First Mortgage" means a holder of a first mortgage on a Unit that has made written request to the Association's Secretary that it be given notice of certain actions by the Association, including action that requires the consent of Mortgagees.

1.9.17 "Eligible Holder, Insurer or Guarantor" means a holder, Insurer or Guarantor of a first mortgage on a Unit that has made written request to the Association's Secretary that it be given notice of certain actions by the Association, including action that requires the consent of Mortgagees.

1.9.18 "First Mortgage" means a Mortgage against a Unit that has priority over all other Mortgages against that Unit.

1.9.19 "FHLMC" means the Federal Home Loan Mortgage Corporation.

1.9.20 "FNMA" means the Federal National Mortgage Association.

1.9.21 "GNMA" means the Governmental National Mortgage Association.

1.9.22 "Governing Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association adopted as provided in the Act and this Declaration, as these documents may be lawfully amended and/or adopted from time to time.

1.9.23 "HUD" means the United States Department of Housing and Urban Development.

1.9.24 "Limited Common Elements" includes Limited Common Facilities, and means those portions of the Common Elements described in Article 7.

1.9.25 "Majority" or "Majority of Unit Owners" means the Unit Owners with more than fifty percent (50%) of the total voting power of all Owners in accordance with the percentages assigned in this Declaration.

1.9.26 "Manager" means the person retained by the Board under a written agreement between that person and

the Association to perform those management and administrative functions and duties delegated to that person with respect to the Condominium.

1.9.27 "Mortgage" means a mortgage, deed of trust or real estate contract.

1.9.28 "Mortgage Foreclosure" includes a deed of trust sale and a deed given in lieu of a mortgage foreclosure or deed of trust sale, but does not mean a real estate contract forfeiture or a deed given in lieu of a real estate contract forfeiture.

1.9.29 "Mortgagee" means the beneficial Owner, or the designee or nominee of the beneficial Owner, of a recorded encumbrance on a Unit created by a Mortgage that was made in good faith and for value, but does not mean or include the seller, or the designee or assignee of a seller, under a real estate contract for the sale of a Unit.

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

1.9.31 "Owner" and "Unit Owner" are synonymous and mean the person or persons owning a Unit in fee, together with an undivided fee interest in the Common Elements in the percentage specified in this Declaration. In the case of a Unit that has been sold under a real estate contract, the term excludes the fee Owner or Owners and includes the contract purchaser or purchasers.

1.9.32 "Percent of Unit Owners" means Owners entitled to cast the stated percentage of the Votes allocated to the Units in accordance with the percentages assigned in the Declaration.

1.9.33 "Person" includes natural persons, trustees, partnerships, corporations, associations, personal representatives or other legal entities.

1.9.34 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over or under the land described in Exhibit A, including manufactured homes, structures, fixtures and other

improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage or law pass with a conveyance or land although not described in the contract of sale or instrument of conveyance. "Property" includes parcels, with or without upper or lower boundaries and spaces that may be filled with air or water and all personalty intended for use in connection therewith.

1.9.35 "Registered Address" means the single address for purposes of notice by the Association designated by the Owner or Owners of a Unit.

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

1.9.37 "Rules and Regulations" means the rules and regulations adopted by the Board as provided in Subsection 9.2.1 of this Declaration, or adopted by a Majority Vote of Unit Owners at any regular or special meeting of the Association.

1.9.38 "Survey Map and Plans" means the Survey Map and Plans recorded with the original Declaration in Volume 103 of Condominiums, at pages 89 through 95, inclusive, records of King County, State of Washington, and any amendments, corrections, and addenda to that instrument subsequently recorded.

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

1.9.40 "Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4.

1.9.41 "VA" means the Department of Veteran's Affairs.

1.9.42 "Votes Cast" means the votes cast by those persons present and voting, in person or by proxy, at a meeting of the Association.

1.10 Form of Words.

The singular form of words includes the plural, and the plural includes the singular. Masculine, feminine and neutral pronouns are used interchangeably.

2. DESCRIPTION OF THE PROPERTY

The Property on which the buildings and improvements provided for in this Declaration are located is more fully described in Exhibit A attached hereto, and by reference included herein.

3. DESCRIPTION OF UNITS

3.1 There are 148 Units, each identified by a unique number between 1 and 148, inclusive. Each Unit consists of a parcel of vacant land between approximately 2,500 square feet and 4,000 square feet in size; more precise dimensions of each Unit are set forth in the Survey Map and Plans. Each Unit is designed to be improved with a manufactured home of the type(s) described in Exhibits B and C together with an asphalt parking pad for two cars. The manufactured home and any accessory structures, paving and landscaping located within the boundaries of a Unit shall be deemed a part of such Unit. Since the Units are vacant land, there are no bathrooms, bedrooms, fireplaces or heat service. However, Exhibit B states such amenities which are anticipated to exist with respect to the types of manufactured homes anticipated to be later installed on the Units. There are no levels of Units since all Units are at ground level.

3.2 Access to Common Ways and Public Streets.

Each Unit has direct access to Common Element streets and all such Common Elements have direct access to public streets.

4. BOUNDARIES

4.1 Unit Boundaries.

4.1.1 Boundary Lines. Each Unit is bounded at ground level by Common Elements or a common boundary with an adjoining Unit as shown in the Survey Map and Plans. The vertical boundaries of each Unit are the same boundaries that would exist if each Unit was, instead of being part of a Condominium, owned by a fee title holder as a separate legal parcel not subject to this Declaration.

4.1.2 Utilities. If any sewer line, water line, power line, telephone cable, conduit, or any other utility lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to the Unit, any portion thereof serving only that Unit and one other Unit is a Limited Common Element allocated equally to such two Units, and any portion thereof serving more than two Units or any portion of the Common Elements is a part of the Common Elements. Any utility provider's ownership of or interest in such sewer line, water line, power line, telephone cable, conduit, or any other utility shall not be affected by the preceding sentence.

4.1.3 Improvements, Etc. Subject to the provisions of section 4.1.2, all improvements and fixtures within the boundaries of a Unit are a part of the Unit including but not limited to foundation, manufactured home, carport, paving and landscaping.

#### 4.2 Relocation of Boundaries; Adjoining Units.

4.2.1 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the declaration upon written application to the Association by the Owners of those Units and approved in writing by the Mortgagees holding Mortgages against 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 allocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words of conveyance between them, and is recorded in the name of the grantor and grantee.



4.2.2 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of RCW 64.34.232(4) necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers. Unless otherwise agreed to by the Unit Owners of the affected Units, the cost of compliance incurred by the Association shall be paid in equal shares by the Unit Owners of the Units of which the boundaries are altered.

5. DESCRIPTION OF OTHER IMPROVEMENTS

Exhibits B and C attached hereto set forth the following:

5.1 Recreational Facilities.

A description of the recreational facilities, if any, included within the Condominium.

5.2 Parking.

The number of covered, uncovered or enclosed parking spaces.

6. DESCRIPTION OF COMMON ELEMENTS

Except as otherwise specifically reserved, assigned or limited by the provisions of Section 4.1 and Article 7 hereof, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1 The streets, sidewalks, and guest parking areas on the Real Property described in Exhibit A and shown on the Survey Map and Plans.

6.2 Utilities for the common benefit of the Units such as: street lighting, sewer mains, water mains, central power supplies, gas mains; 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.

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

6.4 Open spaces, wetlands, detention ponds and entrance monuments on the Property.

6.5 The recreational facilities described in Exhibit B.

6.6 Premises for the lodging or use of persons in charge of, or maintaining, the Property, if any.

7. DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements.

The Limited Common Elements are reserved for the exclusive use of the Owner or Owners of the Unit or Units to which they are adjacent or assigned and, in addition to any Limited Common Elements provided by law or other provisions of the Declaration including Section 4.1, consist of:

7.1.1 Miscellaneous. Such Limited Common Elements, if any, as may be described in Exhibit B attached hereto.

7.1.2 Boundary. If there is no fence, wall or other enclosure establishing the boundary of a Limited Common Element, then the boundary shall be depicted on the Survey Map and Plans.

7.2 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 Owner or Owners under this Section within thirty days unless the proposed reallocation does not comply with the Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Condominium.

### 7.3 Common to Limited Common, Etc.

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 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.

### 8. ALLOCATED INTERESTS

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

### 9. OWNERS ASSOCIATION

#### 9.1 Form of Association.

The Association is a Washington non-profit corporation. The Association is the Glenbrook Condominium Owners' Association as defined in the Act and is the governing body for all of the Owners for the maintenance, repair, replacement, administration and operation of the Condominium and all other property the Association is required or permitted to maintain as provided in this Declaration. The Association shall have the powers prescribed by law and as provided in the Bylaws and this Declaration.

## 9.2 Membership.

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

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

## 9.3 Voting.

9.3.1 Number of Votes. The total voting power of all Owners shall be one hundred forty-eight (148) votes with one vote allocated to each Unit.

9.3.2 Joint Owner Voting. If only one of the joint Owners of a Unit is present at a meeting of the Association or has delivered a proxy to the Association, the Owner is entitled to cast the vote allocated to that Unit. If more than one of the joint Owners are present or has delivered a proxy to the Association, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority of the joint Owners. There is majority agreement if any one of the joint Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of that Unit.

9.3.3 Proxies. The vote allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a

duly executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

#### 9.4 Meetings; Audits; Notice of Meetings.

9.4.1 Annual Meetings; Audits. There shall be an annual meeting of the Owners to be held on a date fixed by the Board and designated by written notice of the Board delivered to the Owners in the manner provided in Subsection 9.4.3. At the annual meeting, there shall be presented a financial statement of the Association in accordance with generally accepted accounting principles, and a budget itemizing the estimated Common Expenses for the coming fiscal year. The financial statements of the Association shall be audited at least annually by a certified public accountant. All financial and other records of the Association shall be made reasonably available for examination and copying by any manager of the Association, any Unit Owner or the Owner's authorized agents. Audits are done at the requesting party's expense.

9.4.2 Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which by the terms of the Act or of this Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice of the president of the Association upon the decision of the president, or after a signed request or resolution passed by a majority of the Board, or by written request of at least twenty percent (20%) of the Unit Owners in the Association, which notice shall be delivered in the manner prescribed in Subsection 9.4.3.

9.4.3 Notice. Written notice of any meeting of the membership of the Association for any purpose shall be given to all members in the manner specified in Section 21.3 of this Declaration not less than ten (10) and not more than sixty (60) days in advance of the meeting. Notice shall specify, to the extent known or anticipated by the Board at the time of the notice, the general nature of the business to be conducted at the meeting. Except to the extent that this Declaration or Bylaws specifically

requires the notice of meeting for the adoption or amendment of any Governing Document to contain a statement of the text of the provision(s) being proposed, the failure of the notice of the meeting to specify a particular item of business shall not act as a bar to the consideration of any matter that may properly be brought before the meeting by an Owner.

9.4.4 Quorum. At any regular or special meeting of the Association following the initial call of the meeting, the presence of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of the membership shall constitute a quorum except to the extent that this Declaration, the Bylaws or Articles of Incorporation specifically require otherwise. If the required quorum is not present at any meeting of the Association, the chair may adjourn the meeting to a time not less than forty-eight (48) hours from the time, without notice other than announcement at the meeting, until a quorum, as aforesaid shall be present or represented.

#### 9.5 Bylaws of the Association.

9.5.1 Adoption of Bylaws. Bylaws for the administration of the Association and the Condominium and for other purposes not inconsistent with the Act or with the intent of this Declaration, shall be adopted by the Association at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. Notice of the time, place and purpose of the meeting, and the proposed text of any Bylaws to be voted on, shall be delivered to each Unit Owner at least ten (10) days prior to the meeting. The requirement that the text of the proposed Bylaws be included with the notice shall preclude the adoption of Bylaws language that has been amended by the Owners at the meeting without further notice to all of the Owners. Amendments to the Bylaws may be adopted by the same vote at a regular or special meeting similarly called.

9.5.2 Bylaws Provisions. The Bylaws shall be deemed to contain provisions identical to those provided in this Declaration and may contain supplementary, not inconsistent, provisions regarding the operation of the Condominium and administration of the Association and the Condominium. To the extent that they are not inconsistent with the terms of this Declaration, as amended by this instrument, any Bylaws in effect at the time of adoption of

this Amendment shall remain in full force and effect until changed by the Owners. If the Bylaws are inconsistent with this Declaration, they shall be deemed to have been amended by the approval of this Declaration.

10. MANAGEMENT OF ASSOCIATION

10.1 Management by Board.

Administrative power and authority to manage the affairs of the Association shall be vested in a Board of Directors of a minimum of three (3) and a maximum of seven (7) persons elected from among the Unit Owners. Solely for the purpose of determining a person's qualifications to serve on the Board, the term "Unit Owner" shall include a director, trustee, officer, agent or employee appointed by a corporate Unit Owner as its voting representative, or a partner, agent or employee appointed by a partnership Unit Owner as its voting representative. The Board may delegate all or any portion of its administrative duties to a Manager or to an officer or officers of the Association, or in any other lawful manner provided by the Bylaws or by resolution of the Board. The members of the Board shall be elected by the Unit Owners in the manner and for such terms as are provided in the Bylaws. Notwithstanding anything herein to the contrary, all directors and officers serving at the time this Declaration is adopted by the Association shall continue to serve in their respective positions until the end of their then existing terms until such time as their successors shall be duly elected and/or appointed under the authority of this Declaration and/or any Bylaws promulgated hereunder.

10.2 Authority of Association.

The Association, acting by and through the Board, and any officers, Manager or other agents or representatives to whom the Board has delegated the power of authority to act, shall have all of the powers and authority permitted under the Act, including without limitation the following powers:

10.2.1 To adopt, amend, and revoke detailed Rules and Regulations which the Board deems necessary or convenient from time to time to administer the Association, to properly manage and administer the Property, to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the

Property and the welfare of its Owners and Occupants. The Rules and Regulations shall be binding upon all Owners and Occupants and all other persons claiming any interest in or using any part of the Condominium.

10.2.2 To enforce the provisions of the Governing Documents, together with any revisions of the amendments to those documents.

10.2.3 To incorporate the Association as a not-for-profit corporation under the laws of the State of Washington, and to revise the Bylaws as necessary to reflect the incorporated status of the Association.

10.2.4 To arrange for all utility services serving the Common Elements, and the Units (except utility services separately metered and charged to the individual Units); provided that if one or more Units or the Common Elements are not separately metered, the utility service may be paid by the Association and the Board may use a reasonable formula, including without limitation by dividing the total expenses for the utility by the number of Units served, allocate a portion of the expense to each Unit served and collect the allocated amounts as Assessments.

10.2.5 To arrange for and supervise the painting, landscaping, gardening, maintenance, structural alterations, repair and replacement of all Common Elements and Limited Common Elements.

10.2.6 To arrange for the maintenance and repair of any Unit, its appurtenances and appliances, if that maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Condominium or another Unit or Units and the Owner of the Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair has been given to the Owner. The Board shall levy a special Assessment against the Unit and that Owner for the cost of that maintenance or repair.

10.2.7 To purchase furniture, furnishings, supplies, equipment, goods or other personal property necessary or incidental to the maintenance, operation and



proper functioning of the Common Elements and the Association.

10.2.8 To arrange for and supervise any alterations, capital additions or improvements to the Property. If the estimated cost of any separate alteration, capital addition or improvement (other than for the purpose of restoring, repairing or replacing portions of the Common Elements) shall exceed the sum of FIVE THOUSAND DOLLARS (\$10,000), that work shall only be undertaken upon approval by the vote or written consent of the Owners having a Majority of the total votes of the Association, in favor of a resolution authorizing the expenditure; and if the estimated cost shall exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000), that work shall only be undertaken upon approval by the vote or written consent of owners having sixty-seven percent (67%) of the total votes of the Association authorizing the expenditure.

10.2.9 Subject to the limitations contained in this Declaration or the Bylaws, to adopt and amend budgets for revenues, expenditures and reserves and determine the amount of Assessments to be collected from the Unit Owners for the Common Expenses of the property as provided in the budgets, and to collect the Assessments and enforce the collection of the Assessments, as authorized by or provided in Article 12 of this Declaration, the Act or other laws of the State of Washington, as they now exist or may be amended in the future.

10.2.10 To pay or provide for the payment of all Common Expenses out of Assessments paid by the Unit Owners or by any other means permitted by this Declaration, the Bylaws, the Act or other laws of the State of Washington, as they now exist or may be in the future.

10.2.11 To obtain and maintain the insurance coverage required or authorized by Article 13 of this Declaration and the Act, and any additional insurance coverage the Board deems advisable, and to adopt policies with respect to the self insurance by the Association of any risks the Board deems prudent, and the administration of claims under any policies issued to the Association.

10.2.12 To employ a Manager, and to employ attorneys, accountants, real estate firms, consultants, specialists, or other persons, reasonably necessary or

convenient to assist the Association and the Board in the management and administration of the Association and the Condominium.

10.2.13 To institute or defend actions at law, in equity or before administrative bodies, to further or protect the interests of the Association, the Unit Owners, and the Property, and to incur any expenses and attorney fees reasonable, necessary or convenient for the accomplishment of those purposes.

10.2.14 To pay an amount necessary to discharge any lien or encumbrance levied against the Property or any part of the Property which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements rather than against the interests of particular Owners of less than all of the Units. Where one or more Owners are responsible for the lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of the lien shall be assessed against the Owners and the Unit or Units responsible to the extent of their responsibility.

10.2.15 To acquire from Common Funds of the Association and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and to dispose of the same by sale or otherwise. The beneficial interest in that property shall be owned by the Owners in the same proportions as their respective interests in the Common Elements, and that property shall be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not acquire real or personal property valued in excess of FIVE THOUSAND DOLLARS (\$5,000) by lease or purchase, other than at a sale on foreclosure of a lien for Assessments by the Association or by acceptance of a deed in lieu of foreclosure, except upon the approval by the vote of a majority of the Votes Cast in favor of a resolution authorizing the acquisition; or valued in excess of FIFTY THOUSAND DOLLARS (\$50,000), other than at a sale on foreclosure of a lien for Assessments by the Association or by acceptance of a deed in lieu of foreclosure, except upon approval by the vote of sixty-seven percent (67%) of the Votes Cast in favor of a resolution authorizing the acquisition.

10.2.16 To convey, transfer, cancel, relocate, and otherwise deal with any and all utility and other easements now or here after located on the premises and to petition for or consent to the vacation of streets and alleys.

10.2.17 To 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 Article 6 of this Declaration, for moving in or out of the Condominium and for services provided to specific Unit Owners.

10.2.18 To impose and collect charges for late payment of Assessments and, after notice and an opportunity to be heard by the Board or by another body, officer or representative, in accordance with due process hearing procedures in the Bylaws or in the Rules and Regulations, to levy reasonable fines for violations of the Governing Documents of the Association.

10.2.19 To impose and collect reasonable charges for the preparation and/or recording of amendments to this Declaration requested by an Owner, resale certificates required by law now or in the future, certificates of unpaid Assessments, or other information required or requested by an Owner in connection with the sale of a Unit.

10.2.20 To assign, pledge, or hypothecate its right to future income, including the right to receive Assessments.

10.2.21 To make contracts and incur liabilities.

10.2.22 In the discharge of its duties and the exercise of its powers, the Board may borrow funds on behalf of the Association and, to secure the repayment of those funds, may levy a special assessment against each Unit and its Owner thereof for that Unit's pro rata share of the funds borrowed, including interest payable thereon, and may assign the Association's right to future income including the right to receive the special assessment proceeds to banks, other financial institutions, lenders and/or contractors as security for such loans. The owner of

a Unit may remove the Unit from the special assessment lien in the same manner as provided by RCW 64.34.368.

10.2.23 To provide for the indemnification of the officers and Board of the Association and maintain directors' and officers' liability insurance.

10.2.24 To cause the Association to join the Washington State Chapter of the Community Associations Institute.

10.2.25 To exercise any other powers conferred by this Declaration or Bylaws.

10.2.26 To exercise and perform all other rights and duties which are authorized or required by the Act or are reasonably necessary or incidental to the management and administration of the Condominium or to the accomplishment of the purposes of the Association.

10.2.27 The Board and its agents, contractors and employees may enter any Unit or Limited Common Element when reasonably necessary or advisable in connection with the exercise of any power granted to, or the performance of any duty which is the responsibility of the Board under this Declaration, including any maintenance, operation, repair, construction or reconstruction for which the Board is responsible, or if an emergency occurs. Entry shall be made with as little inconvenience to the Owner as practicable. Any damage caused by the entry of a Unit shall be repaired by the Board out of Common Funds if the entry was due to an emergency (unless the emergency was caused by the Owner or Occupant of the Unit entered, in which case the cost shall be specially assessed to the Unit entered) or for the purpose of maintenance or repairs to the Common Elements where the repairs were undertaken by or under the direction of the Board. If the repairs or maintenance were necessitated by or for the Unit entered or its Owner or Occupants, the costs of the repairs or maintenance and the entry shall be specially assessed to the Unit.

10.2.28 Each Owner by the act of becoming Owner or contract purchaser of a Unit does irrevocably appoint the Association as his or her attorney-in-fact with full power of substitution to take any action reasonably necessary to perform promptly the duties of the Association and the Board as provided in this Declaration, including by

but not limited to the duties to maintain, repair, and improve the Property, to deal with the Unit upon damage, destruction, condemnation or a taking by governmental entity (subject to the provisions of Articles 14 and 15) and to secure insurance proceeds.

10.2.29 Nothing in this Declaration shall be construed to authorize the Association or Board to conduct an active business for profit on behalf of the Unit Owners.

## 11. REGULATION OF USES; RENTALS

### 11.1 Single-Family Occupancy; Residential Use.

The Units shall be used for single family residential purposes only, on an ownership basis, and for the common social, recreational or other reasonable uses normally incident to such purposes, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Units and Buildings may be used for the purposes of operating the Association and managing the Condominium. No trade or business of any kind may be conducted in or from any Unit except that an Owner or Occupant residing in a Unit may conduct business activity within the Unit only if:

11.1.1 The existence or operation of the business activity within the Unit is not apparent or detectable by sight, sound or smell from the exterior of the Unit;

11.1.2 The business activity conforms to all zoning requirements for the Property;

11.1.3 The business activity does not involve persons coming onto the Property who do not reside in the Condominium;

11.1.4 The business activity does not increase the liability or casualty insurance obligation or premium of the Association; and

11.1.5 In the sole discretion of the Board, the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use.

## 11.2 Use of Common Elements and Facilities.

Common drives, roadways, walks, corridors, hallways, stairways and other general Common Elements shall be used exclusively for access, ingress, egress, and normal transit to and from the Units by the Occupants of the Units, visitors, invitees and guests, and for other purposes which are incidental to the residential use of the Units. No obstructions, decorations and/or other personal or household items of any kind shall be placed or kept on or in the Common Elements except with the express prior written approval of the Board.

## 11.3 Maintenance of Units.

11.3.1 Subject to Rules and Regulations adopted by the Board, each Unit Owner shall, at his or her sole expense, have the right and the duty to keep the Unit, including the lawn, landscaping, paving, improvements and appurtenances in good order, condition and repair. Each Owner shall be responsible for the maintenance of the exterior and interior improvements on the Unit and shall keep them in a clean and sanitary condition, free of rodents and pests, and shall do all redecorating and landscaping at any time necessary to maintain the good appearance and condition of the Unit. Each Unit Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any fixtures or equipment which serve that Unit only. Decisions with respect to the standard or appearance and condition of the exterior of Units shall be made by the Board, but performance of the work shall be carried out by the Unit Owner unless the Board has notified the Unit Owner that, due to the Owner's neglect to do so or otherwise, it will perform such work. The Unit Owner will be responsible for the cost of such work done to the Unit but if the work is done by the Board, the cost thereof shall be levied as a special Assessment against the Unit. Unit Owners may not, however, without prior written approval of the Board, modify, paint or otherwise decorate or in any way alter the exterior improvements on the Units except as expressly permitted in this Declaration.

11.3.2 A Unit Owner may make any improvements or alterations to the interior of enclosed improvements on the Unit, at the Owner's sole cost and expense, provided that the Board may require a uniform color and kind of window covering (including drapes, blinds, shades, etc.). A

Unit Owner may not materially change the exterior appearance of the improvements on the Unit without permission of the Board except for landscaping which may be freely changed so long as the landscaping is in compliance with the rules and regulations of the Association. The Board may establish standards for external appearance and installation of manufactured homes. In order to preserve the uniform appearance of the Condominium and its Common Elements, the Board may require or provide for the painting or repair of any structures or facilities located on the Condominium, including the manufactured homes, lanais and patio/yard areas within Units, and prescribe the type and color of the surfaces and finishes. The Board may require its approval of a manufactured home before it can be placed on a Unit. The installation and location of the manufactured homes on a Unit may also be subject to the Board's approval or standards. The Board may prohibit, require or regulate any modification or decoration of the manufactured home or accessory structures within a Unit, including such items as screens, doors, awnings, rails or other portions of the manufactured home or accessory structures visible from the exterior. The Board may regulate and control the items stored or used within public view on any Unit.

11.3.3 Exterior Lighting. A street light is located on each Unit for exterior lighting to enhance the appearance and safety of the Condominium. Each Unit Owner shall at the Unit Owner's own expense maintain in good working order the street light located on the Unit (and any replacement street light) including but not limited to prompt replacement of light bulbs. The street lights may not be altered by any Unit Owner. Each Unit Owner shall cooperate with any modification, removal or replacement of the street lights at the direction of the Board; provided that if such modification, removal or replacement is general to all of the street lights in the Condominium, the cost shall be a Common Expense.

#### 11.4 Maintenance of Limited Common Elements.

Limited Common Elements, as defined in Article 7, are for the sole and exclusive use of the Units for which they are reserved or assigned; provided, that the use, condition and appearance of Limited Common Elements may be regulated by the Board under provisions of the Bylaws, Rules and Regulations, or this Declaration including the following:

11.4.1 Decisions with the respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for, and manner of, repairing, restoring, reconstructing, repainting or redecorating Limited Common Elements, including the structural elements, which contain the Limited Common Elements (referred to in this Declaration as "Maintenance Work") shall be made by the Board.

11.4.2 Performance of Maintenance Work shall be carried out by the Board on behalf of the Owner of any Unit to which the Limited Common Element in question is assigned or reserved. Notwithstanding the foregoing, the Board, upon written notice, may require or permit an Owner to perform Maintenance Work.

11.4.3 Owners will be responsible for the cost of Maintenance Work for the Limited Common Elements reserved for or assigned to their Units.

11.4.4 Owners will be responsible for maintaining their respective Limited Common Elements in a clean and sanitary condition.

11.4.5 Owners may not modify or in any way alter their respective Limited Common Elements without prior written approval of the Board.

11.4.6 With respect to a Limited Common Element reserved for or assigned to more than one Unit for the mutual and joint use of those Units, the cost of Maintenance Work for shared Limited Common Elements shall be divided in equal shares among the Units for which that Limited Common Element is reserved.

11.4.7 The cost (or the appropriate share of the cost if the Limited Common Element in question has been assigned or reserved jointly to more than one Unit) of any Maintenance Work performed by the Board shall be levied as a special Assessment against the Unit or Units (and the Owner or Owners of the Unit or Units) to which the Limited Common Element is assigned or reserved, shall be a lien upon the Unit or Units and upon any appurtenant Common Elements, and shall be collectable as are any other Assessments.



#### 11.5 Liability for Damage and Misconduct.

Notwithstanding any other provision of this Declaration, each Owner shall be responsible for any expenses resulting from damage done to a Unit, the Common Elements, or the Limited Common Elements, or from any misconduct by that Owner, or Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner, or Tenant, or as a result of the failure of or failure to maintain, repair or replace any fixture, equipment, appliance or appurtenance which the Owner is responsible to maintain under the terms of the Declaration, or from any misconduct by that Owner, or Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant. The charges for repair or replacement of any damage in excess of insurance proceeds available to the Association under policies of insurance issued to the Association and the expenses resulting from any such misconduct caused thereby shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Limited Common Element and shall be collectable as are other assessments.

#### 11.6 Effect on Insurance.

Nothing shall be done or kept in any Unit or in the Common or Limited Common Elements which will increase the rate of insurance on the Condominium without the prior written approval of the Board. No Owner and/or Occupant shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Condominium, or on any Unit or any part of the Common Elements or Limited Common Elements, or which would be in violation of any law.

#### 11.7 Waste.

No Owner shall permit or commit waste in any Unit or in any Common Elements or Limited Common Elements.

#### 11.8 Pets.

No animals, which term includes livestock, domestic animals, poultry, reptiles or living creatures of any kind, shall be raised, bred, or kept in any Unit or in the Common Element, whether as pets or otherwise, except subject to

Rules and Regulations adopted by the Board, or Bylaws adopted by the Association. The Board may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

#### 11.9 Offensive Activity.

11.9.1 No noxious or offensive activity shall be carried on in any Unit or Common Element or Limited Common Element, nor shall anything be done therein which may be or become an annoyance, embarrassment, discomfort or nuisance to other Owners or Occupants or render any portion of the Condominium unsanitary, unsightly, offensive, or detrimental to persons using or occupying any portion of the Condominium.

11.9.2 No Owner or Occupant shall make or permit any disturbing noises or odors, his or her family, servants, employees, agents, visitors, or licensees, or do or permit anything that will interfere with the rights, comforts, or convenience of any Unit Owner or Occupant.

#### 11.10 Parking.

The Common Element parking spaces and parking spaces within the Units (except enclosed garages) are restricted to use for parking of operable passenger motor vehicles. Other items and equipment including but not limited to trucks, trailers or recreational vehicles may be parked or kept therein only subject to rules and regulations adopted by the Board. The Board may require removal of any vehicle (and any other equipment or item) improperly parked or stored in any parking spaces. The Board may also cause removal at the risk and expense of the Owners without prior notice. Parking of vehicles is prohibited on the Common Elements except for guest parking in areas designated as such on the Survey Map and Plans. Use of all Common Element parking areas is subject to rules and regulations of the Board.

#### 11.11 Hazardous Materials, etc.

No Owner or Occupant shall store or permit to be stored in any Unit, Limited Common Element or Common Element any substance which is toxic, flammable, explosive

or may otherwise be hazardous to the life, safety, health or property of an Owner or Occupant of the Condominium.

#### 11.12 Signs.

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

#### 11.13 Common Element Alterations.

Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Elements except with the prior written approval of the Board and after following any procedures required in the Governing Documents or by law.

#### 11.14 Conveyance; Notice Required From Owner.

The right of a Unit Owner to sell, transfer, or otherwise convey a Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf.

#### 11.15 Owner Occupancy.

In order to achieve a stabilized community of owner-occupied dwelling unit, to avoid artificial inflation of prices caused by resales by speculators, to prevent scarcity caused by vacant homes awaiting resale by speculators, and to facilitate qualification of the Units in light of secondary mortgage market requirements, all Unit Owners other than those expressly excluded shall comply with the following:

11.15.1 Each Unit shall only be used and occupied as a principal place of residence. No Unit Owner shall lease or rent the Unit to a Tenant at any time or for any reason, provided that rent paying roommates are permitted so long as the Unit Owner continues to occupy the Unit as his or her principal place of residence.

11.15.2 The following Unit Owners and lenders are exempt from the provisions of this section: an institutional lender in possession of a Unit following a default in a Mortgage, a Foreclosure or any deed or other arrangement in lieu of a Foreclosure. In the event of a

sale of a Unit by a Unit Owner exempt from the provisions of this section, the new Unit Owner will be bound by the terms of this section unless the new Unit Owner is also exempt from the provisions of this section.

12. COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses.

Within thirty (30) days prior to the beginning of each calendar year or any other fiscal year adopted by the Board by resolution, the Board shall estimate the charges (including Common Expenses, and, to the extent reasonably ascertainable, any special Assessments for particular Units) to be paid during the next year, make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of Common Elements, and take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the preceding sentence, but in furtherance of its requirements, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement prior to the end of the useful life of the Building. The Board shall calculate the contributions to the reserve fund so that there are sufficient funds in the reserve fund to replace each Common Element covered by the fund at the end of the estimated useful life of each Common Element. ) Within thirty days after adoption of any proposed budget for the condominium, the board of directors shall provide a summary of the budget to all the unit owners and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the owners of units to which a majority of the votes in the association are allocated 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 of directors. Any special Assessment and/or amendment to the budget will be subject to the same approval procedures and requirements of this section.

#### 12.2 Date of Commencement of Annual Assessments.

The annual Assessments provided for in this Declaration shall commence on and become due and payable in twelve (12) equal monthly installments beginning on the first day of January of each year, or in any other manner which the Board reasonably requires.

#### 12.3 Payment by Owners.

Each Owner shall be obligated to pay Assessments made as provided in the budget and this Article to the treasurer of the Board or to the Manager of the Association, as applicable, in equal monthly installments on or before the first day of each month during the year or in any other reasonable manner as the Board shall designate. Any unpaid Assessments shall bear interest at the rate specified in Section 12.11 from the due date until paid.

#### 12.4 Purpose.

All funds collected by the Association shall be expended for the purposes designated in this Declaration.

#### 12.5 Separate Accounts.

The Board shall maintain separate accounts of current operations and reserves for major repairs or replacement of capital items as provided in the Bylaws.

#### 12.6 Based on Percentage.

Except for certain special Assessments, charges, fines and other items which may be levied against particular Units under the provisions of this Declaration, all Assessments for Common Expenses shall be assessed to Units and the Unit Owners on the basis of each Unit's undivided interest provided in Exhibit C of this Declaration.

#### 12.7 Omission of Assessment.

The omission by the Board or the Association before the expiration of any year to estimate the budget and Assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of an Owner from the

obligation to pay Assessments of any installment of the Assessments for that or any later year, but the Assessment fixed for the year before shall continue until a new Assessment is fixed.

#### 12.8 Records.

The Board shall cause to be kept detailed and accurate records in the form established by the Association's accountant of all receipts and expenditures of the Association, specifying and itemizing each expense incurred. The books and records of the Association, including the records and resolutions authorizing payments by the Association, shall be available for examination by any Owner, personally or by an authorized representative, and for copying, at convenient hours during the week days at the place which the records are normally kept or at another reasonable location established by the Board. The Association may assess reasonable charges against an Owner and the Owner's Unit to cover the direct and indirect costs of the examination and copying of Association records by an Owner or an Owner's representative.

#### 12.9 Lien Indebtedness.

12.9.1 All sums assessed by the Association of Unit Owners, but unpaid as Assessments chargeable to any Unit, together with interest, expenses, costs and reasonable attorney fees, shall constitute a lien on such Unit. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except: (a) Liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental Assessments or charges against the Unit. A lien under this Article is not subject to the provisions of RCW 6.13.

12.9.2 Except as provided in Sections 12.9.3 and 12.9.4, the lien shall also be prior to the Mortgages described in Section 12.9.1 to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in

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

12.9.3 The priority of the Association's lien against Units encumbered by a Mortgage held by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.9.2 includes delinquencies which relate to a period after such holder has given such notice and before the Association gives the holder a written notice of the delinquency.

12.9.4 If the Association forecloses its lien under this Article nonjudicially pursuant to RCW 61.24, as provided by Section 12.18.2 of this Article, the Association shall not be entitled to the lien priority provided for under Section 12.9.2.

12.10 Assessments Are Personal Obligation.

In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for assessments accruing against the Unit prior to the date of such sale.

12.11 Late Charges and Interest on Delinquent Assessments.

The Board may from time to time establish reasonable late charges and a reasonable rate of interest to be charged on Assessments that may in the future become or remain delinquent. In the absence of other established non-usurious rates, the late fee on delinquent Assessments shall be twenty-five Dollars (\$25.00), which shall be added to any account which is not paid in full on the fifteenth (15th) day of each month. Unless otherwise provided by law or by Board action, the interest rate shall be twelve percent (12%) per annum.

#### 12.12 Recovery of Costs, Expenses and Attorney Fees.

In addition to any attorney fees and costs recoverable in an action brought under Section 12.10 or 12.18, the Association shall be entitled to recover its costs, expenses and reasonable attorney fees incurred in connection with the collection of delinquent Assessments, whether or not the collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees on appeal and in the enforcement of a judgment, whether in the state of Washington or another state.

#### 12.13 Certificate of Assessment.

A certificate executed and acknowledged by the treasurer or the president of the Board, the Manager, or another authorized agent of the Board if the president, treasurer, and Manager are not available, stating the debt (or lack of debt) for Assessments secured by the Assessment lien upon any Unit shall be conclusive upon the Board and the Owners as to the amount of the debt on the date of the certificate in favor of all persons who rely on the certificate in good faith. A certificate shall be furnished to any Owner or Lender within a reasonable time after request, in recordable form, at a reasonable fee to be set by the Board. Unless otherwise prohibited by law, any Lender holding a lien on a Unit may pay any unpaid Assessments payable with respect to the Unit and upon payment that Lender shall have a lien on the Unit for the amounts paid of the same rank as the lien of his or her encumbrance.

#### 12.14 Acceleration.

If any Assessment chargeable to a particular Unit remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days written notice to the Unit Owner, accelerate and demand immediate payment of all or any portion set by the Board, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next twelve (12) months with respect to the Unit.

#### 12.15 Security Deposit.



12.15.1 A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a security deposit not in excess of three (3) months estimated monthly Assessments and other charges. The security deposit may be collected, as are other Assessments. The Board may, in its sole discretion, draw on an Owner's deposit at any time when the Owner is ten (10) days or more delinquent in paying his or her monthly or other Assessments or charges. The deposit shall not be considered as advance payment of Assessments.

12.15.2 If the Board should draw upon the deposit as a result of any Unit Owner's delinquency in payment of any Assessments, the Owner shall continue to be responsible for the immediate and full payment of the delinquent Assessment (and all interest, late fees, costs and attorney fees in connection with the Assessment) and thus the full restoration of the deposit, and the Board shall continue to have all of the rights and remedies for enforcing Assessment payment and deposit restoration as provided in this Declaration and bylaws.

12.15.3 In the discretion of the Board, all or any portion of a deposit may at any time be refunded to an Owner by the Association as a cash refund or a credit against future Assessments or a combination of cash and credit.

#### 12.16 Foreclosure of Assessment Lien.

12.16.1 Lien May be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Article shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided in RCW 64.34.364(3) and (4) and Sections 12.9.2 and 12.9.3 of this Declaration, the holder of a mortgage or the purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installment thereof that became due prior to such right of

possession. Such unpaid Assessments shall be deemed to be common expenses collectible from all the Owners, including such mortgagee or other purchaser of the Unit. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of the sheriff's deed.

12.16.2 Nonjudicial Foreclosure. A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure of a deed 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 Old Republic Title Insurance Company or its successors or assigns ("Trustee") to secure the obligation of each Unit Owner ("Grantor") to the Association ("Beneficiary") for the payment of Assessments. Grantor shall retain the right to possession of Grantor's Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this section, it shall not be entitled to the lien priority over mortgages provided in RCW 64.34.364(3).

#### 12.17 Receiver.

From the time of commencement of any action to foreclose a lien against a Unit for nonpayment of delinquent Assessments, which Unit is not occupied by the Owner thereof, the Owner or contract purchaser of the Unit shall pay to the Association the reasonable rental value of the Unit, to be fixed by the Board, and the plaintiff in the foreclosure action shall be entitled to the appointment, without bond, of a receiver to collect the reasonable rental value, and who may, if the rent is not paid, obtain possession of the Unit, refurbish it for rental up to a reasonable standard in this type of Condominium, rent the Unit or permit its rental to others, and apply rents received first to the costs and attorney fees of the receivership and the receiver, including the costs of renting the Unit, then to the costs of refurbishing the Unit, then to costs, fees and charges of the foreclosure action, and then to the payment of any other delinquent Assessments or charges.

### 12.18 Voting Rights.

During any period in which a Member shall be in default in the payment of an annual or special assessment levied by the Association, the voting rights of said Member may be suspended by the Board of Directors until such assessment is paid.

### 12.19 Remedies Cumulative.

The remedies provided for in this Declaration are cumulative and the Board may pursue them concurrently and may pursue any other remedies that may be available under law now or in the future although not expressed in this Declaration.

## 13. INSURANCE

### 13.1 General Requirements.

Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance; (b) commercial general liability insurance; (c) fidelity insurance; (d) worker's compensation insurance to the extent required by applicable laws; (e) directors and officers liability insurance; and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of FNMA, HUD, FHLMC and VA regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Association shall continuously maintain, in effect, property, liability, and fidelity insurance that meets the insurance requirements for condominium projects established by FNMA, HUD, FHLMC and VA so long as any of them is a holder of a Mortgage or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially modified without at least 30 days prior written notice (10 days for cancellation for nonpayment of premium) to any and all named insureds therein, including the Association as the first named

insured therein, Owners, Mortgagees and designated servicers of Mortgagees.

### 13.2 Property Insurance.

The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risks of direct physical loss coverage in an amount equal to 100% of the current replacement cost of the Common Elements, the Limited Common Elements, (except land, foundation, excavation and other items normally excluded from coverage) and including fixtures to the extent they are part of the Common Elements, building service equipment and supplies and other common personal property belonging to the Association with an "Agreed Amount Endorsement," "Inflation Guard Endorsement" (if available) and, if required by FNMA or FHLMC, construction code endorsements, such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA or FHLMC deem necessary and are available. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. In the discretion of the Board, the policy may, but shall not be required to, include coverage for loss due to earthquake (difference in conditions). The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in the Common Elements appertaining to the Owner's Unit. Certificate of insurance shall be issued to each Owner and Mortgagee upon request. Up to the amount of the deductible under the Association's policy, each Unit Owner shall be responsible for (a) damage or loss within the Owner's Unit; (b) damage to another Unit or to the Common Elements resulting from the negligence or misconduct of the Unit Owner or tenant of the Owner's Unit; or (c) damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, sinks, bathtubs, toilets, dishwashers, washers, including any connecting hoses or drains in or serving only the Owner's Unit.

### 13.3 Commercial General Liability Insurance.

The liability insurance coverage shall insure the Board, the Association, the Owners, and the Managing Agent,

and cover all of the Common Elements in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements and legal liability arising out of lawsuits related to employment contracts of the Association, and if required by FNMA or FHLMC, host liquor liability, employers' liability insurance, contractual and all-written contract insurance, comprehensive automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

#### 13.4 Insurance Trustees: Power of Attorney.

The named insured under the policies referred to in Sections 13.2 and 13.3 shall be the Association or any trustee acting under an insurance trust agreement. Each owner appoints the named insured as his or her attorney-in-fact to act in their behalf in accordance with their respective interests in the Common Elements for purposes of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 13.8, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

### 13.5 Additional Policy Provisions.

The insurance obtained pursuant to Section 13.2 and Section 13.3 shall contain the following provisions and limitations:

13.5.1 Each Unit Owner is an insured person under the policy with respect to the Owner's interest in the Common Elements or membership in the Association.

13.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a first mortgage.

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

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

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

13.5.6 A standard mortgage clause which shall:

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

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

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

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

### 13.6 Fidelity Insurance.

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

### 13.7 Owners' Individual Insurance.

An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit

### 13.8 Use of Insurance Proceeds.

Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed shall be promptly repaired or replaced by the Association substantially in accordance with the Declaration and the original plans and specifications unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; (c) Owners holding

at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Eligible Holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such Eligible Holders vote not to rebuild. The cost of repair or replacement in excess of the deductible, insurance proceeds and available reserves is a Common Expense. The Unit Owner shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (i) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the interest in Common Elements of each Unit. If the Unit Owners and Eligible Holders of First Mortgages vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article 22 governs the distribution of insurance proceeds if the Condominium is terminated.

#### 14. DAMAGE OR DESTRUCTION; RECONSTRUCTION

##### 14.1 Definitions; Significant Damage; Repair; Emergency Work.

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



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

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

#### 14.2 Initial Board Determinations.

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

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

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

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

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

14.2.5 The Board's recommendation as to whether such Significant Damage should be repaired.

14.3 Notice of Damage or Destruction.

The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, provide each Owner, and each Eligible Holder, Insurer or Guarantor of a first Mortgage with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any Owner or Eligible Holder, Insurer or Guarantor of a First Mortgage may make the determination required under Section 14.2 and give the notice required under this Section.

14.4 General Provisions.

14.4.1 Duty to Restore. Any portion of the Condominium for which the Board is responsible to maintain or repair and which is Significantly Damaged shall be repaired promptly by the Association unless: (a) the Condominium is terminated; (b) repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be Repaired, and Eligible Holders of First Mortgages on units to which at least 51% of the votes of units subject to mortgages held by such Eligible Holders are allocated vote not to Repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of the Condominium are not Repaired and the Condominium is not otherwise terminated then (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be

distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units.

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

#### 14.5 Restoration by Board.

If the damage is to be repaired pursuant to Section 14.4, then:

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

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

#### 14.6 Decision to Terminate.

In the event of a decision to terminate the Condominium and not repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed improvements and clearing, filling and grading the real property), and the

remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

## 15. CONDEMNATION

### 15.1 In General.

If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its 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 in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

### 15.2 Partial Unit Condemnation.

Except as provided in Section 15.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its 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 interests are reduced in proportion to the reduction in the size of the Unit and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

### 15.3 Common Element Condemnation.

If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective Allocated Interests in the Common

Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

15.4 Recording of Judgment.

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

15.5 Association to Represent Owners.

The Association shall represent the Unit Owners as each and every Owner's attorney-in-fact in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds for the taking or acquisition of part or all of the Common Elements shall be payable in trust to the Association for the benefit of the Owners and their first Mortgagees as their interests may appear. The Association may appoint a trustee to act on behalf of the Unit Owners in carrying out the above functions in lieu of the Association.

16. COMPLIANCE WITH DECLARATION

16.1 Strict Compliance.

Each Owner and Tenant, occupying a Unit in the Condominium, shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board adopted as provided in the Governing Documents (referred to in this Declaration as "Board Decisions"). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are accepted and ratified by the Owner, or Tenant, and all provisions of the Governing Documents shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.

16.2 Failure to Insist on Strict Performance No Waiver.

The failure of the Board or Manager in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from the Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.

16.3 Hearing Board.

The Board, or committee appointed by the Board ("Hearing Board") which shall consist of two or more Board members, in the internal notice and hearing procedures adopted by the Board, is authorized and empowered to investigate, hear and determine all complaints concerning violations by a Unit Owner, Tenant or other Occupant or by the Association of any provision of the Governing Documents or of any Board Decision and to order compliance therewith. The Hearing Board is further authorized and empowered to levy reasonable fines against any person who shall have been found to be in violation of any provision of the Governing Documents or Board Decision after notice stating the nature of the violation and an opportunity for a hearing and to require the non-prevailing party to reimburse the Association for its costs including reasonable attorney fees in connection with the matter. Fines shall not exceed the maximum amounts to be established from time to time by resolution of the Board. Fines and costs shall constitute Assessments secured by a lien upon any Unit belonging to or occupied by the person against whom they were assessed and shall be collectable in the manner provided in Article 11 for collection of Assessments. Notice shall be provided and the hearing shall be conducted as provided in the Rules and Regulations. If a hearing Board other than the Board is designated in the Rules and Regulations, any party to a matter heard by the

Hearing Board shall have the right to appeal the decision of the hearing Board to the Board on the record of the proceeding before the Hearing Board. Any member of the Hearing Board or the Board who is incapable of impartial, disinterest and objective consideration of the case shall disclose that fact to the respective body and shall remove himself or herself from participation in the proceedings and have it so recorded in the minutes.

#### 16.4 Judicial Enforcement.

Continuing failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action to recover sums due for damage, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Board (acting through its officers or Manager on behalf of the Owners). Nothing contained in this Declaration shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Declaration and under the Act without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an aggrieved Owner on his or her own may maintain an action for damages or injunctive relief against the party (including an Owner or the Association) failing to comply. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs, as permitted by law.

#### 17. LIMITATION OF LIABILITY

##### 17.1 Liability for Utility Failure, etc.

Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board shall be liable for any failure of any utility or other service to be obtained and paid for by the Board; or for injury or

damage to person or property caused by the elements or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the Condominium or from any of its pipes, drains, conduits, appliances, or equipment or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with the law, ordinance, or order of a governmental authority; or for loss or damage by casualty, theft or otherwise of personal property, which may be kept or stored by an Owner or Occupant in a Unit, storage area or other Limited Common Element. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort. This Section shall not be interpreted to impose any form of liability by implication upon the Board or the Association.

#### 17.2 No Personal Liability.

So long as a Board member, Association committee member, Association officer, or the Manager, exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, or self dealing, upon the basis of the information possessed by that person, then that person shall not be personally liable to any other Owner, to any Tenant 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 that person; provided, that this limitation shall not apply where and to the extent that the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

#### 17.3 Indemnification of Board Members.

Each Board member, Association committee member, and Association officer, exercising the powers of the Board, shall be indemnified by the Association and the Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held that position, or which may be threatened against him or her, or any settlement of a proceeding or threatened proceeding, whether or not that person holds the position at the time the expenses or liabilities are incurred, except in those cases in which the person is adjudged guilty of willful or intentional



misconduct, self dealing or bad faith in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approved the settlement and reimbursement as being in the best interests of the Association.

18. LENDER PROTECTION

18.1 An Eligible Holder, Insurer or Guarantor will be entitled to timely written notice of:

18.1.1 Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or Limited Common Elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Owners Association appertaining to any unit or (iv) the purposes to which any unit or the Common Elements are restricted;

18.1.2 Any proposed termination of the Condominium regime;

18.1.3 Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

18.1.4 Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the Mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

18.1.5 Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Article 13.

18.2 Other Provisions for First Lien Holders.

The following protections are provided for the benefit of first Mortgage holders:

18.2.1 Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance

with the declaration and the original plans and specifications unless the approval of the Eligible Holders of First Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated, is obtained.

18.2.2 Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the Eligible Holders of First Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

18.2.3 Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is otherwise fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the Eligible Holders of First Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

## 19. EASEMENTS

### 19.1 General.

It is intended that in addition to rights under the Act, each Unit and the Association has an easement over, under, across and through each other Unit and the Common and Limited Common Elements for all utilities and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium plan. To the extent any landscaping or other decorative improvements (such as entrance monuments) which are part of the Common Elements intrude into the setback area of any Unit, an easement for the portion of the Common Elements intruding shall be deemed to exist. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

### 19.2 Utility, etc., Easements.

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

### 19.3 Association Functions.

The Association and its duly authorized agents and representatives have reserved to them under this Declaration any easement necessary for emergency repairs and/or to perform the duties and obligations of the Association under the Governing Documents.

### 19.4 Encroachments.

Each Unit and all Common Elements and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common Elements and Limited Common Elements, for the purpose of accommodating any encroachment due to engineer errors, errors in original construction, reconstruction, repair, settlement or shifting or movement of any portion of the Condominium, or any other similar cause, and any encroachment due to Building overhang or projection. There shall be valid easements for the maintenance of those encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by any encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created under this Section in favor of an Owner or Owners if the encroachment occurred due to the willful act or acts with full knowledge of the Owner or Owners. If a Unit or Common Elements or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common Elements and Limited Common Elements shall be permitted. There shall be valid easements for the maintenance of the encroachments permitted under this Section so long as they exist. These encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

## 20. PROCEDURES FOR SUBDIVIDING OR COMBINING

### 20.1 Procedure.

Subdivision and/or combining of any Unit or Units, Common Elements or Limited Common Elements are authorized only as follows:

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

20.1.2 Upon approval of sixty-seven percent (67%) vote of the Owners, and unanimous prior written approval of the Eligible Holders of First Mortgages and Owners of the Units to be combined or subdivided, the Owner(s) making the proposal may proceed according to the approved plans and specifications. The Board may, but need not, in its discretion require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

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

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

21. AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS

21.1 In General.

Except in cases of amendments that may be executed by the Association (in connection with Sections 4.2.1 or 7.2.1, Articles 14, 15 or 20, or 22 of the Condominium), or certain Unit Owners (in connection with Sections 4.2.1 or 7.2.1, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided, however, if the provision being amended is a voting requirement of the Owners of Units to which more than sixty-seven percent (67%) of the votes in the Association are allocated, then such provision may be amended only by vote or agreement of the Owners of Units to which such greater percentage of the votes in the Association are allocated.

21.2 Challenge to Validity.

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

21.3 Recording.

Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.34.216(1).

21.4 General Limitations.

Except to the extent expressly permitted or required by other provisions of the Act or this Declaration, any 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 other than the Declarant.

#### 21.5 Execution.

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

#### 21.6 Material Amendments.

Except for amendments which require only the consent of the Owners of the affected Units and their Mortgage Holders, any amendment to a provision of the Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall also require the consent of Eligible Holders of First Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated or such higher percentage as may be expressly provided elsewhere in this Declaration: voting rights; Assessments, Assessment liens, or subordination of such; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repair of the several portions of the Condominium, the interests in the Common or Limited Common Element, rights to use the Common Elements; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. An Eligible Holder of a First Mortgage who fails to respond within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was

delivered by certified or registered mail with a return receipt requested.

#### 21.7 Maps and Plans Amendment.

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

### 22. TERMINATION OF CONDOMINIUM

#### 22.1 Action Required.

The Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated and with the consent of Eligible Holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such Eligible Holders are allocated.

#### 22.2 Condominium Act Governs.

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

### 23. MISCELLANEOUS

#### 23.1 Management.

Experienced professional management of this Condominium Project will be employed by the Association and the agreement for professional management must provide for termination by either party with cause on thirty (30) days' notice in writing, with the contract agreement not to exceed a term of one (1) year.

23.2 Notice for All Purposes.

23.2.1 Delivery of Notice. Except as may otherwise be required by law or be specifically provided in the Declaration or the Bylaws, any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered personally, by electronic means of written communication or by mail. If delivery is made by mail, any notice shall be deemed to have been delivered when a copy has been deposited in the United States mail, first class postage prepaid, addressed to the person entitled to the notice at that person's Registered Address as required by the Bylaws. Notice to the Owner of any Unit shall be sufficient if directed to the Owner's Unit if no other address has been given to the Board as the Registered Address. Notice to a Tenant shall be directed to the Unit address. Notice to be given to the Board shall be given to the president or secretary of the Board, or to the Manager, if any. Addresses for the delivery of notice may be changed from time to time by notice in writing as provided in this Section.

23.3 Severability.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion of a provision shall not affect the validity or enforceability of any other provision of this Declaration if the remainder complies with the Act or as covenants effect the common plan.

23.4 Effective Date.

The Declaration and any amendment to this Declaration shall take effect upon recording.

Dated this 18 day of Jan, 2008.

GLENBROOK CONDOMINIUM OWNERS' ASSOCIATION

By: Rich Woods  
Its President



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have  
satisfactory evidence that  
Richard Wooland is  
the person who appeared before  
me, to me known to be the  
president of Glenbrook  
Condominium Owners' Association  
and said person acknowledged  
that he/she signed this  
instrument, on oath stated that  
he/she was authorized to execute  
the instrument and acknowledged  
it as the free and voluntary act  
and deed of the Association, for  
the uses and purposes therein.

Dated: 4/8/08

(Signature)

Shannon Richardson  
(Print Name)

NOTARY PUBLIC in and for the  
State of Washington, residing at  
King County  
My commission expires: 4/15/10



Amended and Restated Declaration for  
Glenbrook, a Condominium - 58

Order: H8HFQD8NM  
Address: 27415 149th Ave SE  
Order Date: 05-25-2024  
Document not for resale  
HomeWiseDocs

EXHIBIT A - Page 1

1. Description of Real Property Included in Condominium:

PARCEL A:

The East 275 feet of the West 510 feet of the North 416 feet of the South 910 feet of the Northwest 1/4 of the Northwest 1/4; and the West 235 feet of the North 30 feet of the South 910 feet of the Northwest 1/4 of the Northwest 1/4; and the West 30 feet of the Northwest 1/4 of the Northwest 1/4, lying northerly of the South 910 feet thereof; all in Section 35, Township 22 North, Range 5 East W.M.;

Except the North 45 feet thereof conveyed for SE 272nd Street by deeds recorded under Recording Nos. 2621936 and 6207861, all in Section 35, Township 22 North, Range 5 East W.M.;

Situate in the County of King, State of Washington.

PARCEL B:

Lot 4 of Short Plat No. 107811 revised according to the short plat recorded under King County Recording No. 8411301140, being a revision of short plat recorded under Recording No. 7904200908;

Together with an easement for roadway and utilities, as disclosed in said short plat;

Except that portion of said Lot 4 conveyed to King County for 152nd Avenue SE by deed recorded under Recording No. 8806080123;

Situate in the County of King, State of Washington;

PARCEL C:

Lot 2 of Short Plat No. 880081, according to the short plat recorded under King County Recording No. 8012300795;

Situate in the County of King, State of Washington.

PARCEL D:

The West 235 feet of the South 880 feet of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 22 North, Range 5 East W.M.;

and the East 275 feet of the West 510 feet of the South 494 feet of the Northwest 1/4 of the Northwest 1/4, Section 35, Township 22 North, Range 5 East W.M.;

Situate in the County of King, State of Washington.

EXHIBIT A - Page 2

2. Description of any Real Property (except Real Property subject to Development Rights) which may be allocated subsequently as Limited Common Elements (other than Limited Common Elements specified in Sections 4.1.2, 4.1.4, 7.2.2 and 7.2.3):

None.

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

Same as the description of Real Property included in Condominium set forth in paragraph 1 above.

## EXHIBIT B

### 1. Recreational Facilities:

Located in approximately the center of the Condominium is a recreational center consisting of a Community Building, Patio, Sports Court and Play Area. The Community Building is a former single family residence approximately 26-1/2 feet by 81 feet remodeled to accommodate community functions and activities. The Patio consists of large concrete tiles with cedar spacers and connects the Community Building with the Sports Court to the north. The Sports Court is a 30' by 60' basketball court with one hoop at each end. The Play Area is an octagonal area immediately south of the Community Building furnished with climbing/play equipment known as a "Big Toy."

### 2. Additional Limited Common Elements:

None.

### 3. Moorage Slips:

None.

### 4. Parking:

|              | Guest Parking on<br>Common Element | Parking<br>on Units |
|--------------|------------------------------------|---------------------|
| a. Uncovered | 75                                 | 148                 |
| b. Covered   | -0-                                | 148                 |
| c. Enclosed  | -0-                                | -0-                 |
| TOTAL        | 75                                 | 296                 |

GRAND TOTAL 371

### 5. Description of Unit Types:

All Units are of the same type, i.e. bare land. Each Unit is designed to accommodate one manufactured home which when installed shall be deemed part of the Unit. The manufactured homes are anticipated to be 14 to 28 feet wide and 40 to 66 feet long (averaging 24 feet by 48 feet). It is anticipated that each manufactured home will contain the following:

|      |                    |                     |
|------|--------------------|---------------------|
| i.   | No. of Bathrooms:  | 1-2                 |
| ii.  | No. of Bedrooms:   | 2-4                 |
| iii. | No. of Fireplaces: | -0-                 |
| iv.  | Type of Heat:      | electric forced air |

EXHIBIT C - Page 1

| Unit<br>No. <sup>1</sup> | Common<br>Elements | Allocated Interests | Vote | Approx.<br>Sq. Ft.<br>(Unit) |
|--------------------------|--------------------|---------------------|------|------------------------------|
|                          |                    | Common<br>Expenses  |      |                              |
| 1                        | 1/148              | 1/148               | 1    | 3571                         |
| 2                        | 1/148              | 1/148               | 1    | 3705                         |
| 3                        | 1/148              | 1/148               | 1    | 3705                         |
| 4                        | 1/148              | 1/148               | 1    | 3705                         |
| 5                        | 1/148              | 1/148               | 1    | 3631                         |
| 6                        | 1/148              | 1/148               | 1    | 3881                         |
| 7                        | 1/148              | 1/148               | 1    | 4400                         |
| 8                        | 1/148              | 1/148               | 1    | 4400                         |
| 9                        | 1/148              | 1/148               | 1    | 4400                         |
| 10                       | 1/148              | 1/148               | 1    | 4400                         |
| 11                       | 1/148              | 1/148               | 1    | 4400                         |
| 12                       | 1/148              | 1/148               | 1    | 4400                         |
| 13                       | 1/148              | 1/148               | 1    | 4637                         |
| 14                       | 1/148              | 1/148               | 1    | 3641                         |
| 15                       | 1/148              | 1/148               | 1    | 3408                         |
| 16                       | 1/148              | 1/148               | 1    | 3408                         |
| 17                       | 1/148              | 1/148               | 1    | 3408                         |
| 18                       | 1/148              | 1/148               | 1    | 3408                         |
| 19                       | 1/148              | 1/148               | 1    | 3755                         |
| 20                       | 1/148              | 1/148               | 1    | 3787                         |
| 21                       | 1/148              | 1/148               | 1    | 3787                         |
| 22                       | 1/148              | 1/148               | 1    | 3408                         |
| 23                       | 1/148              | 1/148               | 1    | 3787                         |
| 24                       | 1/148              | 1/148               | 1    | 3787                         |
| 25                       | 1/148              | 1/148               | 1    | 3787                         |
| 26                       | 1/148              | 1/148               | 1    | 3642                         |
| 27                       | 1/148              | 1/148               | 1    | 3609                         |
| 28                       | 1/148              | 1/148               | 1    | 3790                         |
| 29                       | 1/148              | 1/148               | 1    | 3790                         |
| 30                       | 1/148              | 1/148               | 1    | 3790                         |
| 31                       | 1/148              | 1/148               | 1    | 3790                         |
| 32                       | 1/148              | 1/148               | 1    | 3411                         |
| 33                       | 1/148              | 1/148               | 1    | 3411                         |
| 34                       | 1/148              | 1/148               | 1    | 3411                         |

<sup>1</sup> All Units are at ground elevation and have on site parking. All Units are of the same type.

## EXHIBIT C - Page 2

| Unit<br>No. <sup>1</sup> | Common<br>Elements/ | Allocated Interests |                     | Vote | Approx.<br>Sq. Ft.<br>(Unit) |
|--------------------------|---------------------|---------------------|---------------------|------|------------------------------|
|                          |                     | Common<br>Expenses/ | Common<br>Expenses/ |      |                              |
| 35                       | 1/148               | 1/148               | 1/148               | 1    | 3411                         |
| 36                       | 1/148               | 1/148               | 1/148               | 1    | 3643                         |
| 37                       | 1/148               | 1/148               | 1/148               | 1    | 3653                         |
| 38                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 39                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 40                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 41                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 42                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 43                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 44                       | 1/148               | 1/148               | 1/148               | 1    | 3755                         |
| 45                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 46                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 47                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 48                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 49                       | 1/148               | 1/148               | 1/148               | 1    | 3641                         |
| 50                       | 1/148               | 1/148               | 1/148               | 1    | 3641                         |
| 51                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 52                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 53                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 54                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 55                       | 1/148               | 1/148               | 1/148               | 1    | 3755                         |
| 56                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 57                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 58                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 59                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 60                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 61                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 62                       | 1/148               | 1/148               | 1/148               | 1    | 3653                         |
| 63                       | 1/148               | 1/148               | 1/148               | 1    | 3641                         |
| 64                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 65                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 66                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 67                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 68                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 69                       | 1/148               | 1/148               | 1/148               | 1    | 3787                         |
| 70                       | 1/148               | 1/148               | 1/148               | 1    | 3755                         |
| 71                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 72                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |
| 73                       | 1/148               | 1/148               | 1/148               | 1    | 3408                         |

<sup>1</sup> All Units are at ground elevation and have on site parking. All Units are of the same type.

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| Unit<br>No. <sup>1</sup> | Common<br>Elements/ | Allocated Interests<br>Common<br>Expenses/ | Vote | Approx.<br>Sq. Ft.<br>(Unit) |
|--------------------------|---------------------|--|------|------------------------------|
| 74                       | 1/148               | 1/148                                      | 1    | 3408                         |
| 75                       | 1/148               | 1/148                                      | 1    | 3635                         |
| 76                       | 1/148               | 1/148                                      | 1    | 3860                         |
| 77                       | 1/148               | 1/148                                      | 1    | 2800                         |
| 78                       | 1/148               | 1/148                                      | 1    | 2812                         |
| 79                       | 1/148               | 1/148                                      | 1    | 3680                         |
| 80                       | 1/148               | 1/148                                      | 1    | 2552                         |
| 81                       | 1/148               | 1/148                                      | 1    | 3276                         |
| 82                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 83                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 84                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 85                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 86                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 87                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 88                       | 1/148               | 1/148                                      | 1    | 3679                         |
| 89                       | 1/148               | 1/148                                      | 1    | 3789                         |
| 90                       | 1/148               | 1/148                                      | 1    | 3789                         |
| 91                       | 1/148               | 1/148                                      | 1    | 3789                         |
| 92                       | 1/148               | 1/148                                      | 1    | 3655                         |
| 93                       | 1/148               | 1/148                                      | 1    | 3674                         |
| 94                       | 1/148               | 1/148                                      | 1    | 3789                         |
| 95                       | 1/148               | 1/148                                      | 1    | 3789                         |
| 96                       | 1/148               | 1/148                                      | 1    | 3789                         |
| 97                       | 1/148               | 1/148                                      | 1    | 3679                         |
| 98                       | 1/148               | 1/148                                      | 1    | 3734                         |
| 99                       | 1/148               | 1/148                                      | 1    | 3410                         |
| 100                      | 1/148               | 1/148                                      | 1    | 3410                         |
| 101                      | 1/148               | 1/148                                      | 1    | 3410                         |
| 102                      | 1/148               | 1/148                                      | 1    | 3410                         |
| 103                      | 1/148               | 1/148                                      | 1    | 3410                         |
| 104                      | 1/148               | 1/148                                      | 1    | 3248                         |
| 105                      | 1/148               | 1/148                                      | 1    | 3286                         |
| 106                      | 1/148               | 1/148                                      | 1    | 3420                         |
| 107                      | 1/148               | 1/148                                      | 1    | 3515                         |
| 108                      | 1/148               | 1/148                                      | 1    | 3751                         |
| 109                      | 1/148               | 1/148                                      | 1    | 3751                         |
| 110                      | 1/148               | 1/148                                      | 1    | 3594                         |
| 111                      | 1/148               | 1/148                                      | 1    | 3650                         |

<sup>1</sup> All Units are at ground elevation and have on site parking. All Units are of the same type.

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| Unit<br>No. <sup>1</sup> | Common<br>Elements/ | Allocated Interests |                     | Vote | Approx.<br>Sq. Ft.<br>(Unit) |
|--------------------------|---------------------|---------------------|---------------------|------|------------------------------|
|                          |                     | Common<br>Elements/ | Common<br>Expenses/ |      |                              |
| 112                      | 1/148               | 1/148               | 1/148               | 1    | 3797                         |
| 113                      | 1/148               | 1/148               | 1/148               | 1    | 3786                         |
| 114                      | 1/148               | 1/148               | 1/148               | 1    | 3398                         |
| 115                      | 1/148               | 1/148               | 1/148               | 1    | 2839                         |
| 116                      | 1/148               | 1/148               | 1/148               | 1    | 3750                         |
| 117                      | 1/148               | 1/148               | 1/148               | 1    | 3675                         |
| 118                      | 1/148               | 1/148               | 1/148               | 1    | 3675                         |
| 119                      | 1/148               | 1/148               | 1/148               | 1    | 3675                         |
| 120                      | 1/148               | 1/148               | 1/148               | 1    | 3675                         |
| 121                      | 1/148               | 1/148               | 1/148               | 1    | 4050                         |
| 122                      | 1/148               | 1/148               | 1/148               | 1    | 3825                         |
| 123                      | 1/148               | 1/148               | 1/148               | 1    | 3675                         |
| 124                      | 1/148               | 1/148               | 1/148               | 1    | 3751                         |
| 125                      | 1/148               | 1/148               | 1/148               | 1    | 4235                         |
| 126                      | 1/148               | 1/148               | 1/148               | 1    | 4279                         |
| 127                      | 1/148               | 1/148               | 1/148               | 1    | 3764                         |
| 128                      | 1/148               | 1/148               | 1/148               | 1    | 3750                         |
| 129                      | 1/148               | 1/148               | 1/148               | 1    | 3760                         |
| 130                      | 1/148               | 1/148               | 1/148               | 1    | 3693                         |
| 131                      | 1/148               | 1/148               | 1/148               | 1    | 3348                         |
| 132                      | 1/148               | 1/148               | 1/148               | 1    | 3421                         |
| 133                      | 1/148               | 1/148               | 1/148               | 1    | 3429                         |
| 134                      | 1/148               | 1/148               | 1/148               | 1    | 2910                         |
| 135                      | 1/148               | 1/148               | 1/148               | 1    | 2925                         |
| 136                      | 1/148               | 1/148               | 1/148               | 1    | 3622                         |
| 137                      | 1/148               | 1/148               | 1/148               | 1    | 3600                         |
| 138                      | 1/148               | 1/148               | 1/148               | 1    | 3600                         |
| 139                      | 1/148               | 1/148               | 1/148               | 1    | 3600                         |
| 140                      | 1/148               | 1/148               | 1/148               | 1    | 3600                         |
| 141                      | 1/148               | 1/148               | 1/148               | 1    | 3413                         |
| 142                      | 1/148               | 1/148               | 1/148               | 1    | 3275                         |
| 143                      | 1/148               | 1/148               | 1/148               | 1    | 3275                         |
| 144                      | 1/148               | 1/148               | 1/148               | 1    | 3420                         |
| 145                      | 1/148               | 1/148               | 1/148               | 1    | 3837                         |
| 146                      | 1/148               | 1/148               | 1/148               | 1    | 3868                         |
| 147                      | 1/148               | 1/148               | 1/148               | 1    | 3800                         |
| 148                      | 1/148               | 1/148               | 1/148               | 1    | 3800                         |
| Totals                   | 100%                | 100%                | 100%                | 148  |                              |

<sup>1</sup> All Units are at ground elevation and have on site parking. All Units are of the same type.