Tina Baker's Copy of CC-R's

After Recording Return to URSULA C. RATTI 2055 Minor Avenue E. Seattle, WA 98102.

FOURTH AMENDMENT TO DECLARATION

FOR SIENA DEL LAGO A Condominium

THIS AMENDMENT to the Declaration and Covenants, Conditions, Restrictions and Reservations for the above-referenced condominium (the "Declaration") is made as of the 14th day of June, 1996.

RECITALS

- A. The Declaration was recorded on October 17, 1989, under King County Recorder's File No. 8910171478.
- B. Pursuant to Article 21 of the Declaration concerning amendments thereto, the following amendments have been previously recorded; AMENDMENT #1 8911021163; AMENDMENT #2 8912111193; and AMENDMENT #3 9008031610.
- C. The Siena del Lago Homeowner's Association met on Friday, June 14, 1996, and approved this amendment Number Four to the Declaration.
 THE PURPOSE OF THE AMENDMENT is to protect the long term value of the Siena del Lago Condominiums by maintaining an owner occupied building and to maximize the ability to attract financing in the event of a sale.

NOW, THEREFORE, the Declaration is amended in the following particulars:

1. Paragraph 11.14.6 is hereby added and reads in its entirety as set forth below:

Accordingly: 11.14.6 NON-OWNER OCCUPANCY shall be restricted as follows:

- A. A maximum of two units shall be leased at any one time, including leases in existence at the time of adoption of this Amendment.
- B. Any owner wishing to lease his/her/their unit shall present a written request to the Be ard for approval which shall be promptly granted or denied, following receipt of written application to lease, pursuant to page 11.14 of the Declaration. At the time of the written request, the Board shall notify in writing all home owners.
- C. In the event that two units are leased, and the Board received a request to lease a unit, the name (s) of the owner(s) applicant shall be put on the Lease Waiting List (LWL) in the order of time of receipt of the lease request.
 - (i) Upon termination of one of the existing leases, the first owner on the LWL shall be granted a 3 month period to submit a lease to the Board for approval.
 - (ii) If the unit is not leased, the next applicant on the waiting list is eligible to lease.

DEPARTMENT OF ASSESSMENTS
Examined and approved this 2 day of 1993

Assessor

Deputy Assessor

MID II: CHOCO IIII

- D. Leases must be no less than 6 months and no more than 1 year. Any lease renewal will be treated as a new lease and must have the prior written approval of the Board. Requests for approval of a renewal will not be granted if any names are on the LWL.
- E. The Board shall have the right to exceed the two unit lease limit on a hardship basis.
- F. No lease may be assigned and no unit may be sublet.
- G. All tenants must be provided with the Home Owners Rules and Declaration and Covenants, Conditions, Restrictions and Reservations for Siena del Lago, a Condominium. The lease must provide that the tenant agrees to be bound by these documents.
- H. The home owner is responsible for tenant acts.
- It shall be the responsibility of the home owner to provide the Board a copy of a certificate of liability insurance and renter's insurance.

DATED as of the date first shown above

SIENA DEL LAGO HOME OWNERS ASSOCIATION

Solveig Peda President





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Alexander & Ventura 1215 Seneca Street Seattle, Wa. 98102

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THIRD AMENDMENT TO DECLARATION CASHSL

FOR SIENA DEL LAGO A Condominium

THIS AMENDMENT to the Declaration and Covenants, Conditions, Restrictions and Reservations for the above-referenced condominium (the "Declaration") is made as of the 31st day of July, 1990.

RECITALS

- A. The Declaration was recorded on October 17, 1989, under King County Recorder's File No. 8910171478.
- The Siena del Lago Homeowner's Association met on Sunday, July 29. 1996 and approved this amendment.
- Pursuant to Article 21 of the Declaration concerning amendments thereto, the following amendments are approved.

NOW, THEREFORE, the Declaration is amended in the following particulars:

Paragraph 11.5.3 is hereby added to read in it entirety as set forth below:

BECAUSE THE HOMEOWNERS AT SIENA DEL LAGO value the quiet enjoyment of their surroundings, yet do not wish to infringe upon the right of all Homeowners to improve and modify their units, following provisions shall govern the conditions under which a Homeowner may make alterations to the interior of their unit:

- 9:00 AH The work shall take place within the hours of (a) and 5:00 PM weekdays only, excluding weekends and holidays. All equipment, machinery, compressors, etc shall be turned off when not being used and no radios shall be operated by workers.
- (b) There shall be no fabrication on site, or within the unit, of any components that could be assembled off site and brought to the unit completed and ready to install. Any work that cannot be performed off site and must be done at the unit shall be done inside the unit, in the homeowner's parking space or the area immediately outside the Homeowner's front

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door. All dust and debris shall be thoroughly cleaned up daily and hauled away.

- (c) To maintain security and privacy, the Homeowner shall supervise their workers, require them to take their breaks inside the unit or in their vehicle and not allow them use of the common areas, ie. courtyard, pool/gym/restroom, etc.
- (d) Any Homeowner intending to make modifications to their unit which will require more than 5 days to complete, shall provide 10 days written notice to all other Homeowners of their intended start date.
- (e) If the duration of the work requires more than 5 days, the maximum allowable time during which work can occur shall be a total of 60 consecutive calendar days. The start date shall be the first day on which work occurs and the final day shall be the day on which the work ends, regardless of whether or not there are intermittent days on which no work occurs.
- (f) There shall be at least 365 days between any work episode which lasts more than 5 days. Provided that a homeowner does not have a work episode which lasts more than 5 days, they shall be allowed a maximum of 4 work episodes lasting 5 days or less within any 365 days.
- (g) In the event a Homeowner exceeds the 60 day limit, OR has more than 4 work episodes lasting 5 days or less, the Homeowner shall pay the sum of no less than \$1,000 per day to the Siena del Lago Homeowners Association general fund. Said funds shall be paid on a daily basis until all work ends, and if unpaid, may be levied as an assessment to that Homeowner, creating a lien upon their unit. The Homeowners Association shall not be limited in any way as to the use of the funds so collected.
- (h) Any Homeowner who has work in progress at the time this Amendment is recorded shall be immediately notified thereof and their 60 day maximum work time shall commence on the day of recording.

DATED as of the date first shown above.

SIENA DEL LAGO HOMEOWNERS ASSOCIATION

Patricia Grimes, President

STATE OF WASHINGTON)
(COUNTY, KING)

On this ______ day of August. 1990, before me, the under signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia Grimes, to me personally known (or proven on the basis of satisfactory evidence) to be the President of the Siena del Lago Homeowner's Association, the organization which executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, as President, for the uses and purposes therein mentioned.

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



NOTARY PUBLIC in and for the State of Washington, residing in Everett My Commission expires: 11-12-93

After Recording Return to: Linda L. Alexander Alexander & Ventura 1215 Seneca Street Seattle, Washington 98101 (206)382-0384

SECOND AMENDMENT TO DECLARATION FOR SIENA DEL LAGO A Condominium

RECITALS

- A. The Declaration was recorded on October 17, 1989, under King County Recorder's File No. 8910171478.
- B. Pursuant to Article 21 of the Declaration concerning amendments thereto, the following amendment is approved.

NOW, THEREFORE, the Declaration is amended in the following particulars:

1. Exhibit C is hereby amended to provide that the apartment numbers set forth below shall have the storage and garage space numbers set forth below:

Apt. Storage and Garage Space No.(8)

12 L,M/13 & 17.

DATED as of the date first shown above.

ALEXANDER & VENTURA, a Washington General Partnership

By: Suck Chland
Linda L. Alexander

Managing General Partner

Managing General Partner

STATE OF WASHINGTON)
COUNTY OF KING)

On this _____day of December, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly

commissioned and sworn, personally appeared Linda Alexander, to me personally known (or proven on the basis of satisfactory evidence) to be a Partner of Alexander & Ventura, the partnership that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, as partner, for the uses and purposes therein mentioned.

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

NOTARY	PUBLIC	in and	for	the	State	of
Washin	gton, re	esiding	in			
	mission					
		-	-			

RECEIVED THIS DAY,

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After Recording Return to: ANNE B. TIURA Smith, Smart, Hancock, Tabler & Middlebrooks 3800 Columbia Seafirst Center 701 Fifth Avenue Seattle, Washington 98104 (206) 624-7272 How 2 4 20 PH 989

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FIRST AMENDMENT TO DECLARATION
FOR
SIEMA DEL LAGO
A Condominium

THIS AMENDMENT to the Declaration and Covenants, Conditions, Restrictions and Reservations for the above-referenced condominium (the "Declaration") is made as of the 20 day of November, 1989.

RECITALS

- A. The Declaration was recorded on October 17, 1989, under King County Recorder's File No. 8910171478.
- B. Pursuant to Article 21 of the Declaration concerning amendments thereto, the following amendments are approved.

NOW, THEREFORE, the Declaration is amended in the following particulars:

 Paragraph 13.1.1 is amended to read in its entirety as set forth below:

(including vandalism, malicious mischief, sprinkler leakage, debris removal, windstorm and water damage) endorsement, in an amount equal to the full insurable current replacement value (without deduction for depreciation but excluding land, foundation, excavation and other items normally excluded from coverage) of the Common and Limited Common Areas and the Apartments, with the Board named as insured as trustee for the use and benefit of Owners and Mortgagees as their interest may appear, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection insuring the owners, and their Mortgagees, in the percentage of common ownership as set

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forth in Exhibit C. Said policy or policies shall provide for separate protection for each Apartment to the full insurable replacement value thereof, (limited as above provided), and a separate loss payable endorsement, in favor of the Mortgagee or Mortgagees of each Apartment, if any, and further, a separate loss payable clause in favor of the Mortgagee of the Condominium, if any.

- Paragraph 13.4(g) is amended to read in full as follows:
- (g) Contains, if available, an Inflation Guard IN Endorsement.
- 3. Exhibit C is hereby amended to provide that the apartment numbers set forth below shall have the storage and garage space numbers set forth below:

Apt.	Storage and Garage Space No.(s)	÷	ıñ L. ÆR
2	B/15 & 16		1
8	H/3		••
			TUTI.

DATED as of the date first shown above.

ALEXANDER & VENTURA, a Washington general partnership

WEY.

Û:

. 1

Linda Alexander

Managing General Partner

COUNTY OF PLANT |

On this day of November, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Linda Alexander, to me personally known (or proven on the basis of satisfactory evidence) to be a Partner of Alexander & Ventura, the partnership that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, as partner, for the uses and purposes therein mentioned.

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



NOTARY PUBLIC in and for the State of Washington, residing in 14/1/93.

My commission expires: 4/1/93.

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BYLAWS OF

SIENA DEL LAGO

CONDOMINIUM ASSOCIATION

TABLE OF CONTENTS

		Page
Article 1	OBJECT AND DEFINITIONS	. 1
		. 1
1.1		
1.2		
1.3	Definitions	• -
Article 2	MEMBERSHIP, VOTING, MEETINGS AND	
0 0	ADMINISTRATION	. 1
2 1	Matters Governed by Declaration	. 1
2.2		. 1
2.2	WART OTALIES	
	2.2.1 Majority of Owners	. 1
	2.2.2 Ouorum	1
	2.2.2 Drawing	2
	2.2.4 Voting by Mail	. 2
	2.2.5 Adjourned Meeting	3
	2.2.6 Order of Business	. 3
Article 3	MANAGEMENT OF CONDOMINIUM	4
3.1	In General	4
3.2		4
	3.2.1 Election and Term of Office	
	3.2.2 Vacancies	•
	3.2.3 Removal of Board Members	4
	3.2.4 Organization Meeting	4
	3.2.5 Regular Meeting	5 5 5
	3.2.6 Special Meetings	5
	3.2.7 Waiver of Notice	5
	3.2.8 Quorum	5
	3.2.9 Fidelity Bonds	
	3.2.10 Board Fees	5
Article 4	4 OFFICERS	6
4.1	Designation	6
4.2	Election of Officers	6
4.3	Removal of Officers	6
4.4	President	6

4.5	Vice Pres	ident	• •	• •	•	•	•	•	• •	•	•	•	•	•	•	•	0
4.6	Secretary				•	•	•	•	•	•	•	•	•	•	•	•	6
4.7	Treasurer				•	•	• .	•	• •	•	•	•	•	•	•	•	,
4.8	Assistant	Secret	ary		•	•	•	•	•		•	•	•	•	•	•	7
4.9	Assistant	Treasu	rer	• •	•	•	•	•	•	• •	•	•	•	•	•	•	7
Article 5	INDEMNIF	ICATION	OF	OFF	ICI	ERS	A	ND	M	ANA	GE	RS	•	•	•	•	7
5.1	Indemnifi	cation	• •		•	•	•	•	•		•	•	•	•	•	•	7
Article 6	OBLIGATI	ONS OF	OWN	ERS	•	•	•	•	•	• •	•	•	•	•	•	•	7
6.1	In Genera	1		• •	•	•	•	•	•		•	•	•	•	•		7
6.2	Use of Ge	neral (Commo	on A	rea	15	an	a									_
	Limited C	ommon ?	rea	5 .	•	•	•	•	•	• •	•	•	•	•	•	•	/
6.3	Right of	Entry	• •	• •	•	•	•	•	•	• •	•	•	•	•	•	•	8
6.4	Power of	Attorne	≥y •	• •	•	•	•	•	•	• •	•	•	•	•	•	•	8
Article 7	BYLAWS																
7.1	Amendment	s			•	•	•	•	•	• •	•	•	•	•	•		8
Article 8	MORTGAGE	s			•	•	•	•	•		•	•	•	•	•	•	9
8.1	Notice to	Associ	iati	on.										•			9
8.2	Notice of	Unpaid	l As	sess	mei	nts	3	•	•		•	•	•	•	•	•	9
Article 9	EVIDENCE	OF OW	NERSI	HIP.	R	EG]	ST	RA	TI	ОИ	OF						
	MAILING	ADDRESS	AN	D RE	QU:	IRI	ED	PR	OX:	IES		•	•	•	•		9
9.1	Proof of	Ownersl	nip		•	•	•	•	•			•	•	•			9
9.2	Registrat	ion of	Mai:	ling	A	ddi	ces	S	•		•	•	•	•	•	•	9
9.3	Completed	Requi	reme	nt.	•	•	•	•	•	• •	•	•	•	•	•	•	10
Article 1	O CONFLIC	T WITH	DEC	LARA	TI	NC	OR	L	AW	•	•	•	•	•	•	,	10
Article 1	1 NONPROF	IT ASSO	CIA'	TION		•	•	•	•		•	•	•	•		•	10
Article 1	2 FISCAL	YEAR .															11

BYLAWS OF

SIENA DEL LAGO

CONDOMINIUM ASSOCIATION

Article 1

OBJECT AND DEFINITIONS

- 1.1 <u>Purpose</u>. The purpose for which this Association is formed is to govern the Condominium Property which is described in Schedule A attached to the following described Declaration, and which Property has been submitted to the provisions of the Horizontal Property Regimes Act of the State of Washington by a Declaration entitled "Declaration and Covenants, Conditions, Restrictions and Reservations" establishing a plan for condominium ownership of apartments within the above-referenced Condominium (hereinafter referred to as the "Declaration").
- 1.2 Assent. All present or future Owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these Bylaws and in the Declaration. The mere acquisition or rental of any of the Condominium Apartments (hereinafter referred to as "Apartments") in the project or the mere act of occupancy of any of said Apartments shall constitute ratification of these Bylaws.
- 1.3 <u>Definitions</u>. Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "Owners" and "Members" as used herein shall be synonymous.

Article 2

MEMBERSHIP, VOTING, MEETINGS AND ADMINISTRATION

2.1 <u>Matters Governed by Declaration</u>. With regard to various matters including membership, meetings and voting, reference is made to Article 9 of the Declaration.

2.2 Additional Administrative Provisions.

- 2.2.1 <u>Majority of Owners</u>. As used in these Bylaws, the term "Majority of Owners" shall mean those Owners holding fifty-one percent (51%), or more, of the total undivided ownership of the Common Areas.
- 2.2.2 <u>Ouorum</u>. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners holding

at least fifty-one percent (51%) of the total votes under Section 9.3.1 of the Declaration shall constitute a quorum. An affirmative vote of Owners holding a majority of the total votes present, either in person or by proxy, shall be required to transact business; provided, however, that no Board member shall be removed unless a majority of Owners vote affirmatively therefor.

- 2.2.3 <u>Proxies</u>. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date thereof.
- 2.2.4 <u>Voting by Mail</u>. The Board may decide that voting of the Members shall be by mail with respect to any particular election of the Board or with respect to adoption of any proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:
 - (a) In the case of election of Board Members by mail, the existing Board members shall advise the Secretary in writing of the names of proposed Board members sufficient to constitute a full Board and of a date at least fifty (50) days after such advice is given by which all votes are to be received. The Secretary within five (5) days after such advice is given shall give written notice of the number of Board members to be elected and of the names of the nominees The notice shall state that any such to all Owners. Owner may nominate an additional candidate or candidates, not to exceed the number of Board members. to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after such specified date, the Secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board members to be elected, stating the names of all persons nominated by the Board and by the Members on or before said specified date, stating that each Owner may cast a vote by mail and stating the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as

Board members pursuant to such an election by mail by receipt of the number of votes required by applicable law shall take office effective on the date specified in the notice for receipt of such votes.

- (b) In the case of a vote by mail relating to any other matter, the Secretary shall give written notice to all Owners, which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than twenty (20) days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the Association. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a grater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.
- (c) Delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.2.4.
- 2.2.5 <u>Adjourned Meeting</u>. If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.
- 2.2.6 Order of Business. The order of business at all meetings of the Owners of Apartments shall be as follows:
 - A. Roll Call.
 - B. Proof of Notice of meeting or waiver of notice.
 - C. Reading of Minutes of preceding meeting.
 - D. Reports of officers.
 - E. Reports of committees.
 - F. Election of Board members (annual meeting only).
 - G. Unfinished business.

H. New business.

Article 3

MANAGEMENT OF CONDOMINIUM

3.1 In General. The affairs of the Association shall be governed by a board which, after Declarant's management authority ends, shall be composed of five (5) Members, all of whom must be Owners of Apartments in the Condominium. With regard to initial management by Declarant (or a temporary Board selected by Declarant), transfer of management to the permanent Board and the Board's authority, reference is made to Article 10 of the Declaration.

3.2 Additional Provisions Regarding Board.

- 3.2.1 Election and Term of Office. The members of the initial Board (that is the first Board elected by the Owners after Declarant's management authority ends) shall serve terms of office as follows: Two directors shall serve for a term of one year, two for a term of two years, and one for a term of three years. At each annual meeting after the initial Board is elected, the Association members shall elect to a three-year term one new director for each director whose term shall expire that year. The number of directors or their term of office may be changed by amendment of these Bylaws.
- 3.2.2 <u>Vacancies</u>. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.
- 3.2.3 Removal of Board Members. At any regular meeting or at any special meeting called for that purpose, anyone or more of the Board members may be removed with or without cause, by a majority of all of the Apartment Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the Owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above, until Declarant's management authority ends, only Declarant shall have the right to remove a Board member.
- 3.2.4 Organization Meeting. The first meeting of a newly elected Board shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Board Members in order legally to constitute such

meeting, provided a majority of the whole Board shall be present.

- 3.2.5 Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two (2) such meetings shall be held during each fiscal year and one (1) such meeting shall be held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- 3.2.6 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members.
- 3.2.7 <u>Waiver of Notice</u>. Before, at or after any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.2.8 Quorum. At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.2.9 <u>Fidelity Bonds</u>. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Article 4

OFFICERS

- 4.1 <u>Designation</u>. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board, annually.
- 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice President need not be filled. The Board may elect officers from among its members, or otherwise.
- 4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.
- 4.4 <u>President</u>. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit association including, but not limited to, the powers to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.
- 4.5 <u>Vice President</u>. A Vice President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.
- 4.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Apartment owned by such Member. Such list shall be opened to inspection by Members and

other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

- 4.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.
- 4.8 <u>Assistant Secretary</u>. The Board may appoint one (1) or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.
- 4.9 <u>Assistant Treasurer</u>. The Board may appoint one (1) or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

Article 5

INDEMNIFICATION OF OFFICERS AND MANAGERS

Board member or officer, and his or her heirs, executors and administrators as provided in Article 17 of the Declaration. Nothing contained in said Article 17 shall, however, be deemed to obligate the Association to indemnify any Owner of a Condominium Apartment who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner of a Condominium Apartment covered thereby.

Article 6

OBLIGATIONS OF OWNERS

- 6.1 <u>In General</u>. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Condominium was built, and each Owner shall comply strictly with all provisions of the Declaration. Without limiting the generality of the foregoing, particular reference is made to Articles 11, 12 and 16 of the Declaration.
- 6.2 Use of General Common Areas and Limited Common Areas. Each owner shall use the Common Areas and the Limited Common Areas in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, and in accordance with the House Rules, if any,

promulgated by the Board or Association pursuant to Article 11 of the Declaration.

6.3 Right of Entry.

- 6.3.1 An Owner shall permit the Manager or other person authorized by the Board the right of access to the Owner's Apartment and appurtenant Limited Common Areas from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Areas, or at any time deemed necessary by the Manager or Board for the making of emergency repairs or to prevent damage to any of the Common Areas.
- 6.3.2 An owner shall permit the Manager or other persons authorized by the Board, or other Owners, or their representatives, when so required, to enter his Apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to the Apartments and Limited Common Areas of such other Owners; provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.
- Owner of a Condominium Apartment, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to maintain, repair and improve the Building and Common and Limited Common Areas, and to deal with the Owner's Condominium Apartment upon its destruction or obsolescence and regarding insurance proceeds as is provided in the Declaration. The purpose of such execution shall be more fully to evidence such appointment, but failure to execute such power of attorney shall in no way derogate from the appointment provided in the Declaration.

Article 7

BYLAWS

7.1 Amendments. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of the Declaration, shall be adopted by the Association by concurrence of those voting Owners holding seventy-five percent (75%) of the voting power at a regular or special meeting. Notice of the time, place and purpose of such meeting shall be delivered to each Apartment Owner at least ten (10) days prior to such meeting.

Article 8

MORTGAGES

- 8.1 Notice to Association. An Owner who mortgages his Apartment shall notify the Association through the Manager, if any, or the President of the Board, giving the name and address of his Mortgagee; provided, an Owner's failure to so notify the Association shall not invalidate or adversely affect an otherwise valid Mortgage. The Association shall maintain such information in a book or list entitled "Mortgagees of Apartments."
- 8.2 Notice of Unpaid Assessments. The Association shall at the request of a Mortgagee of an Apartment report any unpaid assessments due from the Owner of such Apartment.

Article 9

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES

- 9.1 <u>Proof of Ownership</u>. Any person on becoming an Owner of a Condominium Apartment shall furnish to the Manager or Board a photocopy of a copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of Members unless this requirement is first met; provided, that a failure to meet this requirement shall not invalidate an otherwise valid transfer of an Apartment.
- Registration of Mailing Address. The Owners of each Condominium Apartment shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Condominium Apartment Owner or Owners shall be furnished by such Owners to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Condominium Apartment or by such persons as are authorized by law to represent the interests of the Owners thereof. If no such address is registered or if all of the Owners cannot agree, then the address of the Apartment shall be the registered address until another registered address is furnished as permitted under this section. Registered

addresses may be changed from time to time by similar designation.

9.3 <u>Completed Requirement</u>. The requirements contained in this Article shall be first met before an Owner of a Condominium Apartment shall be deemed in good standing and entitled to vote at any annual or special meeting of Members.

Article 10

CONFLICT WITH DECLARATION OR LAW

These Bylaws are intended to comply with and supplement the requirements of the Washington Horizontal Property Regimes Act and the Declaration. If any of these Bylaws conflict with the provisions of said Act or Declaration, the provisions of the Act and Declaration will apply.

Article 11

NONPROFIT ASSOCIATION

This Association is not organized for profit. No Member, member of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any members of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Member or Manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any member or Board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Article 12

FISCAL YEAR

The Fiscal year of the Association shall begin on January 1st and end on December 31st.

DATED this 15th day of Coroser, 1989.

DECLARANT:

Alexander & Ventura a Washington general partnership,

By Julo & Cleander Managing latter



SIENA DEL LAGO A CONDOMINIUM

SECTION 20, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M. CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON

LEGAL DESCRIPTION LOTS 7 AND 8, BLOCE 5, GREEN'S ABOUTION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THERBOY BROOKSES IN VOLUME 3 OF PLATS, PAGE 73, IN KING COUNTY, MASKINGTON; TOGETHER WITE LOTS 7 AND 8, BLOCK ST, LARR UNION LANDS, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, MARKINGTON. LESS THE POSTICH THERSOF LYING WEST OF A LINE & FEST SAST OF AND PARALLEL WITH THE BAST MARGIN OF FAIRVISH AVENUE BAST.

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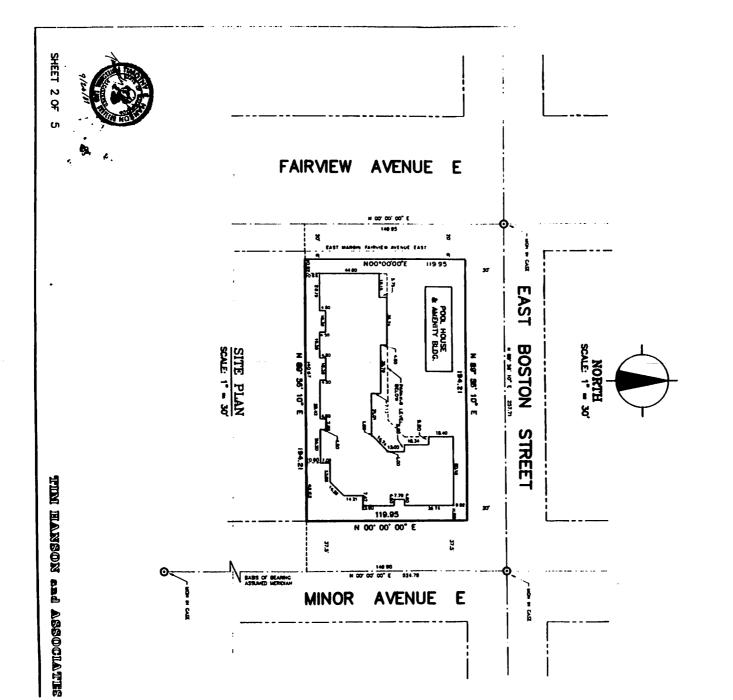
Tim Hanson and Associates

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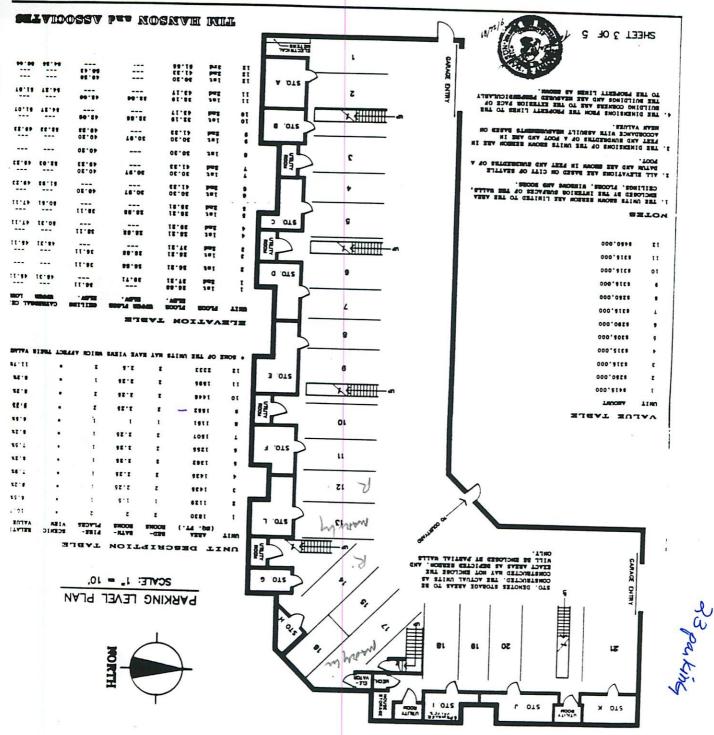
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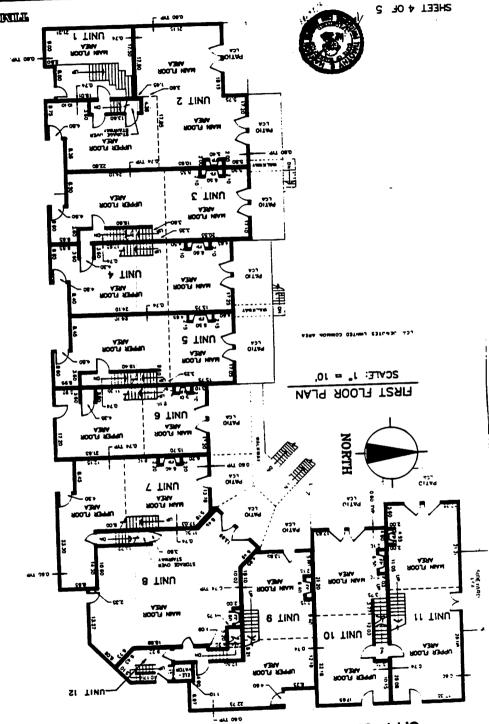
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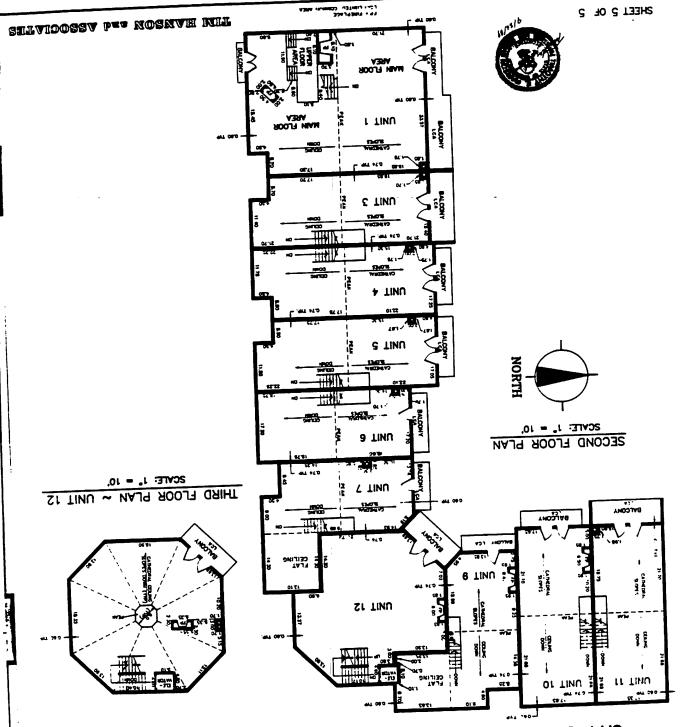


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