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DECLARATION OF CONDOMINIUM
FOR
SAMMAMISH BLUFFS

7911210678

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FOR

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Table of Contents

SECTION 1	<u>DEFINITIONS</u> -----	1
SECTION 2	<u>DESCRIPTION OF THE PROPERTY</u> -----	5
	2.1 The Property -----	5
	2.2 Phase I-----	5
	2.3 Phase II-----	5
	2.4 Phase III-----	5
	2.5 Phase IV-----	5
	2.6 Recreational Facilities-----	6
	2.7 Access Routes-----	6
	2.8 Addition and Phases-----	6
	2.9 Title of Additional Phases-----	7
	2.10 Rights and Obligations-----	7
	2.11 No Requirement to Add Phases-----	7
SECTION 3	<u>DESCRIPTION OF THE BUILDINGS</u> -----	7
SECTION 4	<u>DESCRIPTION OF THE APARTMENTS</u> -----	7
SECTION 5	<u>COMMON AREAS AND FACILITIES</u> -----	8
SECTION 6	<u>LIMITED COMMON AREAS AND FACILITIES</u> -----	9
SECTION 7	<u>PARKING SPACES</u> -----	9
	7.1 Parking spaces-----	9
	7.2 Designation of Assigned Parking Spaces-----	9
	7.3 Administration by the Association -----	9
	7.4 Transfer of Parking Rights, Etc.-----	10
SECTION 8	<u>VALUE OF THE PROPERTY AND OF EACH APARTMENT</u> –	

7911210678

	<u>PERCENTAGE OF UNDIVIDED INTEREST IN THE</u>	
	<u>COMMON AREAS AND FACILITIES</u> -----	10
8.1	The Property-----	10
8.2	The Apartments-----	10
SECTION 9	<u>PURPOSES – COVENANTS, CONDITIONS AND RESTRICTIONS</u> -----	11
9.1	Residential Use -----	11
9.2	Sales Facilities of Declarant-----	11
9.3	Parking-----	11
9.4	Driveways, Walkways, Etc.-----	11
9.5	Maintenance of Interiors of Apartments -----	12
9.6	Maintenance of Exteriors of Apartments-----	12
9.7	Insurance-----	13
9.8	Signs-----	13
9.9	Pets-----	13
9.10	Offensive Activity-----	13
9.11	Alternations of Common and Limited Common Areas and Facilities---	13
9.12	Bylaws and Rules and Regulations-----	14
SECTION 10	<u>SERVICE OF PROCESS</u> -----	14
SECTION 11	<u>ASSOCIATION OF APARTMENT OWNERS VOTING – BY LAWS</u> -----	14
11.1	Membership-----	14
11.2	Voting-----	14
11.2.1	Number of Votes-----	14
11.2.2	Person Authorized to Vote-----	15
11.2.3	Ownership of More Than One Apartment-----	15
11.2.4	Quorum-----	15
11.3	Bylaws-----	15
11.4	Management of the Association-----	16

7911210678

	11.4.1	Temporary Board of Directors-----	16
	11.4.2	Board of Directors-----	16
	11.4.3	Term-----	16
	11.4.4	Removal of Directors – Vacancies-----	17
	11.4.5	Quorum-----	17
	11.4.6	Officers-----	17
	11.4.7	Employment of Manager-----	17
	11.4.8	Indemnification-----	17
	11.5	Authority of Association-----	18
SECTION 12		<u>COMMON EXPENSES AND ASSESSMENTS</u> -----	20
	12.1	Common Expenses-----	20
	12.2	Annual Budget of Common Expenses-----	20
	12.3	Payment by Apartment Owners-----	20
	12.4	Purpose-----	20
	12.5	Separate Accounts-----	20
	12.6	Based on Percentage-----	20
	12.7	Omission of Assessment-----	20
	12.8	Records-----	22
	12.9	Lien Indebtedness-----	22
	12.10	Certificate of Assessment-----	22
	12.11	Security Deposit-----	23
	12.12	Foreclosure of Assessment Lien-----	23
	12.13	Prior Mortgages-----	23
	12.14	Rental Apartments-----	24
	12.15	Termination of Utility Service-----	24
	12.16	Remedies Cumulative-----	24
SECTION 13		<u>INSURANCE</u> -----	24
	13.1	Insurance Coverage-----	24

7911210678

13.2	Apartment Owner’s Additional Insurance-----	26
13.3	Insurance Proceeds-----	26
13.4	Additional Policy Provisions-----	26
SECTION 14	<u>DAMAGE OR DESTRUCTION – RECONSTRUCTION</u> -----	28
14.1	Initial Board Determinations-----	28
14.2	Notice of Damage or Destruction-----	28
14.3	Definitions-----	28
14.4	Restoration-----	29
14.5	Limited Damage – Assessment under \$5,000-----	29
14.6	Major Damage – Assessment under \$5,000-----	30
14.7	Decision Not to Restore – Disposition-----	30
14.8	Miscellaneous-----	31
SECTION 15	<u>PROCEDURES FOR SUBDIVIDING OR COMBINING</u> -----	32
15.1	Submission of Proposed Plan of Subdivision or Combination-----	32
15.2	Approval of Proposed Plan-----	32
15.3	Undivided Interest in Common Areas and Facilities-----	32
15.4	Amendment of Declaration, Survey Map and Plans-----	32
SECTION 16	<u>MORTGAGE PROTECTION</u> -----	33
16.1	Mortgages of Apartments-----	33
16.2	Additional Rights and Privileges of Mortgagees-----	33
16.3	Amendments of Declaration and Bylaws-----	34
16.4	Termination of Abandonment-----	34
16.5	Termination of Professional Management-----	34
16.6	Partition or Subdivision-----	34
16.7	Notices of Damage or Destruction-----	35
16.8	Condemnation-----	35
SECTION 17	<u>WAIVER</u> -----	35

7911210678

SECTION 18	<u>ENTRY FOR REPAIR</u> -----	35
SECTION 19	<u>EASEMENTS</u> -----	36
	19.1 In General-----	36
	19.2 Association Functions-----	36
	19.3 Encroachments-----	36
SECTION 20	<u>COVENANTS RUNNING WITH THE LAND</u> -----	37
SECTION 21	<u>AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS</u> -----	37
	21.1 Amendments by Apartment Owners-----	37
	21.2 Amendments by Declarant-----	37
	21.3 Effective Date of Amendments-----	38
SECTION 22	<u>NOTICES</u> -----	38
SECTION 23	<u>ENFORCEMENT – REMEDIES</u> -----	39
SECTION 24	<u>SEVERABILITY</u> -----	39
SECTION 25	<u>INTERPRETATION</u> -----	39
SECTION 26	<u>EFFECTIVE DATE</u> -----	39
SECTION 27	<u>SURVEY MAP AND PLANS</u> -----	39
SECTION 28	<u>MORTGAGEE’S ACCEPTANCE</u> -----	40
APPENDIX A	<u>LEGAL DESCRIPTION OF PROPERTY</u>	
APPENDIX B	<u>LEGAL DESCRIPTION OF PHASE I</u>	
APPENDIX C	<u>LEGAL DESCRIPTION OF PHASE II</u>	
APPENDIX D	<u>LEGAL DESCRIPTION OF PHASE III</u>	
APPENDIX E	<u>LEGAL DESCRIPTION OF PHASE IV</u>	
APPENDIX F	<u>DESCRIPTION OF THE APARTMENTS</u>	
APPENDIX G	<u>APARTMENTS – VALUES AND VOTING RIGHTS</u>	

7911210678

DECLARATION OF CONDOMINIUM

FOR

SAMMAMISH BLUFFS

THIS DECLARATION OF CONDOMINIUM is made as of the 14th day of November, 1979 by BOSA BROS. CONSTRUCTION LTD., a British Columbia (Canada) corporation, as owner of the property hereinafter described, to submit the property as a condominium pursuant to the Horizontal Property Regimes Act of the State of Washington (Revised code of Washington Chapter 64.32):

SECTION 1 – DEFINITIONS

As used in this Declaration unless the context requires otherwise:

- 1.1 The “Act” means the Horizontal Property Regimes Act of the State of Washington (Revised Code of Washington Chapter 64.32), as amended from time to time.
- 1.2 “Condominium” means the condominium development which is the subject of this Declaration. The condominium is named “Sammamish Bluffs”.
- 1.3 “Land” means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock, or other substance, and includes free or occupied space for an indefinite distance upwards as well as downwards, sub-rights in the use of the airspace granted, by the laws of the State of Washington or of the United States.
- 1.4 “Property” means the land, the buildings, all improvements and structures thereon, all owned in fee simple absolute or qualified, by way of leasehold or by way of a periodic estate, or in any other manner in which real property may be owned, leased or possessed in the State of Washington, and all easements, rights and appurtenances belonging thereto, none of which shall be considered as a security or security interest and all articles of personalty intended for use in connection therewith, which are intended to be submitted to the provisions of the Act.
- 1.5 “Buildings” means the buildings containing the apartments and comprising a part of the property.
- 1.6 “Apartment: means the parts of the property intended for residential use and occupancy, as further described in Section 4 and Appendix B. The boundaries of an apartment are the interior, unfinished surfaces of the perimeter walls, floors, ceilings,

7911210678

windows and doors thereof, and the apartment includes both the portions of the building so described and the air space so encompassed. The existing physical boundaries of the apartment as originally constructed or as reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in this Declaration, deed or Survey Map and Plans, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries show in the Declaration, deed, or Survey Map and Plans and those of apartments in the building.

- 1.7 “Common areas and facilities” and “common areas” means the portions of the property described in Section 5 or otherwise provided in this Declaration as duly recorded or as it may be lawfully amended, and shall include limited common areas and facilities and limited common areas as defined in Section 1.8 below.
- 1.8 “Limited common areas and facilities” and “limited common areas” includes those common areas and facilities described in Section 6 or otherwise provided in this Declaration, as it is duly recorded or as it may be lawfully amended, as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- 1.9 “Interior unfinished surfaces” where that phrase is used in defining the boundaries of apartments or limited common areas, shall not include paint, wallpaper, paneling, carpeting, tiles or other such decorative surface coverings or finishes. Such decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors and the like) located in and used in connection with the limited common areas, shall be deemed a part of the limited common area.
- 1.10 “Phase I” means the improved real property comprising a part of the Property, which is further described in Section 2.2 below and which includes the Recreational Facilities and Access Routes as common areas and facilities.
- 1.11 “Phase II” means the improved real property comprising a part of the Property, which is further described in Section 2.3 below.
- 1.12 “Phase III” means the improved real property comprising a part of the Property, which is further described in Section 2.4 below.
- 1.13 “Phase IV” means the improved real property comprising a part of the Property, which is further described in Section 2.5 below.
- 1.14 “Recreational Facilities” means the areas containing the tennis court, swimming pool and recreational building, including the improvements constructed thereon, which are described in Section 2.6 below.
- 1.15 “Apartment number” means the number, letter, or combination thereof, designating the apartment in this Declaration as duly recorded or as it may be lawfully amended.
- 1.16 “Declarant” means Bosa Bros. Construction Ltd. And any successors or assignees who shall become owners of the condominium.
- 1.17 “Apartment owner” means the person or persons owning an apartment, as herein defined, in fee simple absolute or qualified, such as a purchaser under a real estate contract, by way of leasehold (unless the lessor shall have reserved the rights of the apartment owner) or by way of a periodic estate, or in any other manner in which real property may be owned leased or possessed in the State of Washington, together with an undivided interest in a like estate of the common areas and facilities in the

7911210678

percentage specified and established in this Declaration as duly recorded or as it may be lawfully amended.

- 1.18 "Association of Apartment Owners" and "Association" means all of the apartment owners acting as a group in accordance with the Bylaws thereof and with this Declaration as it is duly recorded, or as they may be lawfully amended.
- 1.19 "Board of Directors" and "Board" shall mean the persons appointed by the Declarant or elected by the Association, who shall manage and administer the property in accordance with the Bylaws of the Association, this Declaration and the Act".
- 1.20 "Temporary Board of Directors" and "Temporary Board" shall mean the persons appointed by the Declarant to manage and administer the property for the Association until such time as the Apartment Owners elect the Board of Directors as provided in this Declaration.
- 1.21 "Person" includes any individual, corporation, partnership, association, trustee, or other legal entity. The singular may include the plural, and the masculine may include the feminine, or vice versa, where the context so admits or requires.
- 1.22 "Majority" or "majority of apartment owners" means the apartment owners with fifty-one percent or more of the votes in accordance with the percentages assigned in this Declaration, as duly recorded or as it may be lawfully amended, to the apartments for voting purposes.
- 1.23 "Mortgages" means the holder of a mortgage or the beneficiary of a deed of trust covering an apartment or other portion of the property, and shall also mean the vendor under a real estate contract covering an apartment.
- 1.24 "Institutional holder" means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.
- 1.25 "Mortgage" means a mortgage, deed of trust, or a real estate contract covering an apartment or other portion of the property.
- 1.26 "Declaration" means this instrument by which the property is submitted to provisions of the Act and as it may be, from time to time, lawfully amended.
- 1.27 "Bylaws" shall mean the bylaws of the Association as initially promulgated by the Declarant and as amended from time to time by the Association.
- 1.28 "Survey Map and Plans" means the survey map and the set of plans for the condominium filed or to be filed simultaneously with this Declaration, showing the location, boundaries and other information relating to the land, the buildings and the apartments, as required by the Act.
- 1.29 "Common expenses" include: (a) All sums lawfully assessed against the apartment owners by the Association of Apartment Owners: (b) expenses of administration, maintenance, repair or replacement of the common areas and facilities; (c) expenses agreed upon as common expenses by the Association of provisions of the Act, or by this Declaration as it is duly recorded, or by the Bylaws, or as they may be lawfully amended.
- 1.30 "Common profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

SECTION 2 – DESCRIPTION OF THE PROPERTY

7911210678

2.1 The Property. The Property consists in part of the land, 8 three story buildings containing a total of 162 apartments, as described in Section 3 and 4 below; the Recreational Facilities described in Section 2.6 below, and the Access Routes described in Section 2.7 below. The land on which the buildings and improvements provided for in this Declaration are located is situated in the County of King, State of Washington, and is further described in Appendix A hereto.

2.2 Phase I. This Declaration is limited to the real property described in Appendix B and the buildings, apartments and other improvements constructed thereon which are more particularly identified in the Survey Map and Plans, all of which are sometimes referred to herein as Phase I. Phase I includes, without limitation, the buildings identified in the Survey Map and Plans as Buildings A and B, and the Recreational Facilities and Access Routes which are part of the common areas and facilities of Phase I. For so long as only Phase I is declared hereunder to be condominium property, Phase I shall be known as Sammamish Bluffs.

2.3 Phase II. Declarant owns the real property described in Appendix C hereto, and the buildings, apartments and other improvements constructed thereon which are more particularly identified in the Survey Map and Plans, all of which are sometimes referred to herein as Phase II. Phase II includes, without limitation, the buildings identified in the Survey Map and Plans as Buildings C and D. Phase II, if submitted as an addition to Sammamish Bluffs shall, together with such other phases as shall have been submitted to this Declaration, thereafter constitute Sammamish Bluffs.

2.4 Phase III. Declarant owns the real property described in Appendix D hereto and the buildings, apartments and other improvements constructed thereon which are more particularly identified in the Survey Map and Plans, all of which are sometimes referred to herein as Phase III. Phase III includes, without limitation, the buildings identified in the Survey Map and Plans as Buildings E and F. Phase III, if submitted as an addition to Sammamish Bluffs shall, together with such other phase as shall have been submitted to this Declaration, thereafter constitute Sammamish Bluffs.

2.5 Phase IV. Declarant owns the real property described in Appendix E hereto and the buildings, apartments and other improvements constructed thereon which are more particularly identified in the Survey Map and Plans, all of which are sometimes referred to herein as Phase IV. Phase IV includes, without limitation, the buildings identified in the Survey Map and Plans as Buildings G and H. Phase IV, if submitted as an addition to Sammamish Bluffs shall, together with such other phases as shall have been submitted to this Declaration, thereafter constitute Sammamish Bluffs.

2.6 Recreational Facilities. The Recreational Facilities are part of the Common Areas and Facilities of Phase I and are more particularly described in Appendix B hereto. The Recreational Facilities are also identified in the Survey Map and Plans as the tennis court, swimming pool and recreation building. The Recreational Facilities are burdened by a non-exclusive easement in favor of Phase II and Phase III and Phase IV and benefited by an obligation of the owner(s) of Phase II and Phase III and Phase IV to pay a portion of the cost of maintenance of the Recreational Facilities.

2.7 Access Routes. The Access Routes are part of the Common Areas and Facilities of Phase I and are more particularly described in Appendix B hereto. The Access Routes are also identified in the Survey Map and Plans. The Access Routes are burdened by a non-exclusive easement in favor of Phase

7911210678

II and Phase III and Phase IV and benefited by an obligation of the owner(s) of Phase II and Phase III and Phase IV to pay a portion of the cost of maintenance of the Access Routes.

2.8 Addition and Phases. Each Apartment owner hereby consents to the addition of Phase II and / or Phase III and / or Phase IV to Sammamish Bluffs by Declarant at any time within five (5) years of the date on which this Declaration is recorded; provided that in adding Phase II and / or Phase III and / or Phase IV to Sammamish Bluffs, Declarant shall not change the values or percentage interests which are set forth in Appendix F hereto. Each apartment owner hereby appoints and constitutes Declarant as his attorney in fact to accomplish the amendment of this Declaration and the Survey Map and Plans to and Phase II and / or Phase III and/ or Phase IV to Sammamish Bluffs. Each apartment owner further agrees that Declarant, as attorney in fact for each apartment owner, shall have the authority to file such amendments to this Declaration and the Survey Map and Plans as Declarant may reasonably deem appropriate to include, Phase II and / or Phase III and / or Phase IV within Sammamish Bluffs. If Declarant adds Phase II and / or Phase III and / or Phase IV to Sammamish Bluffs, at the time at which such phase or phases are added to Sammamish Bluffs the common areas and facilities and limited common and facilities included in such phase or phases shall be combined with and incorporated into the common areas and facilities and limited common areas and facilities existing in Sammamish Bluffs prior to such addition.

2.9 Title of Additional Phases. The Owner agrees that at the time at which Phase II and / or Phase III and / or Phase IV are added to Sammamish Bluffs, title to each such phase shall be good and marketable.

2.10 Rights and Obligations. At the time at which Declarant records an amendment to this Declaration to add Phase II and / or Phase III and / or Phase IV to Sammamish Bluffs, each apartment owner in the Phase or phases being added to Sammamish Bluffs (including Declarant, if Declarant is an apartment owner at such time) shall be entitled to all benefits set forth in the Articles of Incorporation and Bylaws of the Association, this Declaration and the Act, including, but not by way of limitation, the voting rights which are described therein and each apartment owner (including Declarant, if Declarant is an apartment owner at such time) shall be bound by all the obligations set forth in the Articles of Incorporation and the Bylaws of the Association, this Declaration and the Act, including, but not by way of limitation, the obligation to pay assessments which are set forth therein.

2.11 No Requirement to Add Phases. Nothing contained in this Declaration or the Survey Map and Plans shall be constructed to require Declarant to add Phase II or Phase III or Phase IV to Sammamish Bluffs.

SECTION 3 – DESCRIPTION OF THE BUILDINGS

The buildings containing the apartment units located on the land consist of 8 three-story buildings are shown as Buildings A through H on the Survey Map and Plans. Buildings A and B are part of Phase I, Buildings C and D are part of Phase II, Buildings E and F are part of Phase III, and Buildings G and H are part of Phase IV.

Buildings A contains 36 one-bedroom apartment units, Building A contains 36 one-bedroom apartment units, Building B contains 18 two-bedroom apartment units, and Buildings C through H each contain 12 two-bedroom apartment units and 6 three-bedroom apartment units.

7911210678

SECTION 4 – DESCRIPTION OF THE APARTMENTS

There is a total of 162 apartments in Buildings A through H, consisting of 36 one-bedroom apartments, 90 two-bedroom apartments and 36 three-bedroom apartments. Buildings A and B are part of Phase I and contain a total of 54 apartments, consisting of 36 one-bedroom apartments and 18 two-bedroom apartments. The number of each apartment, the building in which it is located, its location in the building, approximate area, number of rooms, and other data necessary for its proper identification is set forth in Appendix F, and the individual apartments are further described in the Survey Map and Plans. Each apartment has direct access to the common area stairways, walks, parking areas and driveways, and such common areas have direct access to the public street adjacent to the land as shown on the Survey Map and Plans.

SECTION 5 – COMMON AREAS AND FACILITIES

The common areas and facilities consist of:

- 5.1 The land on which the buildings are situated (as further described in Section 2 above).
- 5.2 The foundations, columns, girders, beams, supports main walls (excluding non-bearing interior partitions of the apartments) and roofs of the buildings.
- 5.3 The entrance and exit stairs and stairways to the buildings, and all halls and corridors outside of the apartments.
- 5.4 The installations of central services, such as power, light, gas, hot and cold water, heating (except to the extent such items are situated within an apartment, are self sufficient therein, and may be serviced or replaced independently by the apartment owner) and all tanks, pumps, motors fans, compressors, ducts, and in general, all apparatus and installations existing for common use.
- 5.5 The yards, gardens and landscaped areas which surround and provide access to the buildings.
- 5.6 The walkways, driveways, and driving areas, including all parking spaces described in Section 7 below which are not assigned to individual apartments, and which are to be used for guest parking or other purposes.
- 5.7 The utility and laundry rooms, and the garbage bins and enclosures, mail boxes, and other areas not assigned to any apartment.
- 5.8 The swimming pool, recreation building, and the tennis court located on portions of the land and further described in the Survey Map and Plans.
- 5.9 All other parts of the property necessary or convenient to its existence, maintenance and safety, and normally in common use.

SECTION 6 – LIMITED COMMON AREAS AND FACILITIES

7911210678

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

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

6.2 The parking space which is assigned to each apartment pursuant to Section 7 below, as more particularly shown on the Survey Map and Plans. The boundaries of the parking spaces are defined by the striping enclosing such parking space.

SECTION 7 – PARKING SPACES

There is a total of 251 uncovered parking spaces in Phase I, Phase II, Phase III and Phase IV of the condominium. The parking spaces are shown on the Survey Map and Plans.

7.1 Parking Spaces. Each apartment shall be assigned one parking space. The balance of the parking spaces shall be subject to administration by the Association pursuant to section 7.3 below.

7.2 Designation of Assigned Parking Spaces. Declarant reserves the right to make the initial assignment of parking spaces to each apartment. The assignment of a parking space to each apartment will be indicated of record in the first conveyance of the apartment by the Declarant, and the Declarant may also indicate such assignments in amendments to this Declaration.

7.3 Administration by the Association. The balance of the parking spaces which are not assigned shall be subject to administration by the Association. The Association, acting through its Board of Directors, may assign or rent such balance of the parking spaces to individual apartment owners, utilize the same for guest parking, or for such other purposes as may be determined in the discretion of the Board of Directors or pursuant to provisions which may from time to time be included in the Bylaws or the Rules and Regulations of the Association.

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

7911210678

SECTION 8 – VALUE OF THE PROPERTY AND OF EACH APARTMENT PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES.

The value of the property and of each apartment, and the percentage of undivided interest in the common areas and facilities appertaining to each apartment and its owner for all purposes, including voting, is as follows:

8.1 The Property. The value of Phase I, Phase II, Phase III and Phase IV is set forth in Appendix G hereto.

8.2 The Apartments. The value of each apartment in each phase and the percentage of undivided interest in the common areas and facilities appertaining thereto and in the limited common areas and facilities reserved thereto is also set forth in Appendix G.

The adjustment of the percentage of undivided interest in the common areas and facilities appertaining to each apartment which will be made if Phase II, or Phase III or Phase IV are added to Sammamish Bluffs is also set forth in Appendix G. If Phase II, or Phase III, or Phase IV are added to Sammamish Bluffs, each apartment owner hereby consents to the adjustment of the percentage of undivided interest in the common areas and facilities appertaining to his apartment as set forth in Appendix G.

The value of each apartment as stated in Appendix G, shall represent the total value of the apartment in relation to the total value of the condominium for purposes of determining the total voting rights and the total percentage of undivided interest in the common areas and facilities appurtenant to the apartment, and for any other purposes required by this Declaration or the Act. The valuations and percentages of undivided interest are set forth for the limited purpose of complying with the requirements of the Act, and shall not necessarily be determinative of the actual or market value of the property, or the individual apartments.

SECTION 9 – PURPOSES – COVENANTS, CONDITIONS AND RESTRICTIONS

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

9.2 Sales Facilities of Declarant. Notwithstanding the provisions in Section 9.1, the Declarant, its agents, employees and contractors, may maintain during the period of sale of the apartments upon such portion of the property as the Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the sale or rental of such facilities, including but not limited to model units, a business or sales office, signs, storage facilities, and parking areas for prospective purchasers or tenants.

7911210678

9.3 Parking. Parking spaces are restricted to use for parking of operative automobiles; other types of vehicles, equipment or other items may be parked or kept therein only if permitted by the Association subject to the rules and regulations of the Association. The Board of Directors may require removal of any inoperative or unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof. The use of all parking areas is subject to the provisions of Section 7, and may be subject to rules and regulations adopted by the Association.

9.4 Driveways, walkways, Etc. Driveways, walks, hallways, corridors, stairways and other portions of the common areas and facilities designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the Board of Directors or by the rules and regulations adopted by the Association.

9.5 Maintenance of Interiors of Apartments

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

9.5.2 Without limiting the generality of the foregoing, each apartment owner shall have the right and the duty, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and the perimeter walls of his apartment and the surfaces of the bearing walls located within his apartment, and shall not permit or commit waste of his apartment or the common areas and facilities. Each apartment owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on the ceilings, floors and walls, provided that hard surface flooring may not be installed without the prior written approval of the Board of Directors. Each apartment owner shall have the right to maintain, repair, paint, finish, alter, substitute add or remove any fixtures attached to the ceilings, floors or walls. This section shall not be construed to permit interference with or damage to the heating pipes, apparatus or other installations of central services or utilities referred to in Section 5.4, in the ceilings, floors or walls, nor to permit interference with the structural integrity of the buildings or the use and enjoyment of the common areas and facilities or of the other apartments.

9.5.3 Each apartment owner shall be responsible for care and maintenance of the patio or deck area assigned as limited common area to his apartment and, in addition, shall care for and maintain the parking space assigned to his apartment.

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9.6 Maintenance of Exteriors of Apartments. In order to preserve the uniform exterior appearance of the buildings, and the common areas and facilities visible to the public, the Board of Directors of the Association may require and provide for the paintings and other decorative finish of the buildings, deck, patios, or other common or limited areas and facilities, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the buildings, decks or patios, stairways, yard areas or other common or limited areas and facilities, including screens, doors, awnings, rails or other portions of each apartment and building visible from the exterior thereof. The Board of Directors may also require that draperies visible from the exterior of the buildings be of a uniform color or style.

9.7 Insurance. The apartment owners shall not permit anything to be done or kept in the apartments or in the common or limited areas and facilities which will increase the fire insurance premiums thereon or result in the cancellation of such insurance on any apartment or any part of the common or limited areas and facilities, without the consent of the Board of Directors or pursuant to rules and regulations adopted.

9.8 Signs. No "for sale," "for rent," or other sign of any kind, shall be displayed to the public view on or from any apartment or from the common areas and facilities without the consent of the Board of Directors; provided, that this section shall not apply to sales activities of Declarant permitted pursuant to Section 9.2 above. The Board of Directors may adopt rules and regulations governing the display of such signs, which, among other things, shall require that signs be tasteful and restrained, be of a specified size and design, and be limited to one centralized location fronting on 166th Avenue N.E.

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

9.10 Offensive Activity. No noxious or offensive activity shall be carried on in any apartment or common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other apartment owners, or which would be in violation of any laws.

9.11 Alterations of Common and Limited Common Areas and Facilities. The common and limited common areas and facilities shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors.

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9.12 Bylaws and Rules and Regulations. The Association of Apartment Owners may from time to time adopt reasonable additional provisions in the Bylaws or in the rules and regulations of the Association as may be necessary or advisable to insure compliance with or to supplement the foregoing covenants, conditions and restrictions, and the apartment owners shall comply in all respective therewith.

SECTION 10 – SERVICE OF PROCESS

Until such time as the first President of the Association of Apartment Owners is elected, the Declarant may designate the person to receive service of process in cases provided for in the Act. Thereafter, the manager of the condominium, if a manager is employed pursuant to Section 11.4.7, or the President of the Association of Apartment Owners, as elected from time to time, will be designated as the person to receive service of such process. The person initially designated by the Declarant for such purposes is Richard S. Sprague, whose place of business is 23rd Floor, The Bank of California Center, Seattle, Washington 98164.

SECTION 11 – ASSOCIATION OF APARTMENT OWNERS – VOTING – BYLAWS

The condominium shall be administered by the Association of Apartment Owners, a not-for-profit incorporated association formed or to be formed under the provisions of this Declaration and the Act. The Association may use the name “Sammamish Bluffs Condominium Association” or such other names as may from time to time be selected by the Board of Directors.

11.1 Membership. Each apartment owner shall automatically become a member of the Association and shall be subject to its Articles of Incorporation and Bylaws and such rules and regulations as may from time to time be adopted by the Association.

11.2 Voting.

11.2.1 Number of Votes. For the purposes of determining voting rights under the Act and with respect to the administration of the condominium, the total voting power of all apartments shall be 100 votes. An apartment owner is entitled to the number of votes equal to the percentage of undivided interest in the common areas and facilities assigned to the apartment involved pursuant to Section 8 and Appendix G. Whenever the approval of a stated percentage, proportion or number of the apartment owners is required in this Declaration or the Bylaws, unless expressly stated otherwise or unless required by the Act, the percentage, proportion or number shall be determined by reference to the voting power of the apartments as defined above.

11.2.2 Person Authorized to Vote. There shall be one voting owner of each apartment. The voting owner shall be designated by the owner or owners of each apartment by written notice to the Board of Directors and need not be an apartment owner. The designation may be revoked at any time by the apartment owner or owners by written notice to the Board of

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Directors, and the death or judicially declared incompetence of the apartment owner shall revoke the designation, provided that such designation shall not be effective until the Board of Directors has been notified thereof. The powers of designation and revocation may be exercised by the guardian, trustee, administrator or executor of an apartment owner or his estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting power of each apartment shall be the group composed of all of its owners; and the Association may recognize the vote of any one or more of such owners present in person or by proxy at any meetings of the Association as the vote of all such owners. If there is more than one such owner and they do not vote unanimously, the Association may divide the vote in accordance with their respective interests if they shall agree thereon or have furnished sufficient written evidence thereof; otherwise their votes may be disregarded.

11.2.3 Ownership of More Than One Apartment. If a person shall own more than more than one apartment, he shall be entitled to exercise the votes for the combined total of all apartments owned, and the Declarant shall be entitled to the same voting privileges as other apartment owners, until all apartments owned by the Declarant are sold.

11.2.4 Quorum. The quorum of apartment owners at any annual or special meeting of the Association shall be the presence, in person or by proxy, of persons holding 50 percent or more of the total votes, unless otherwise expressly provided herein. If a quorum is present at any such meeting, any action may be taken by an affirmative vote of a majority of the total votes present at the meeting, except as otherwise expressly provided in the Act, this Declaration or the Bylaws.

11.3 Bylaws. The Declarant shall adopt the initial Bylaws of the Association to provide for the administration of the Property and the organization of the Association, consistent with this Declaration and the Act. The Bylaws shall designate the time and specify the procedures for the holding of annual and special meetings of the Association and may specify other procedures applicable to the organization and administration of the Association. The Bylaws may be amended by the Declarant alone at any time prior to the replacement of the Temporary Board of Directors by the Board of Directors pursuant to Section 11.4. Thereafter, the Bylaws may be amended in whole or in part, by a 50 percent vote of the apartment owners at a meeting of the Association duly held for that purpose. Written notice of the time, place and purpose of such meeting shall be delivered or mailed to each apartment owner at least 10 days prior to the date of such meeting.

11.4 Management of the Association. The Association shall be administered and managed by a Temporary Board of Directors of three persons who shall be appointed by the Declarant and shall serve during an interim period, and there after by a Board of Directors to be elected by the apartment owners.

11.4.1 Temporary Board of Directors. The Declarant may at such time as it deems appropriate appoint a Temporary Board of Directors of three persons who need not be apartment owners. The Temporary Board of Directors (and the Declarant until the Temporary Board is appointed) shall exercise the rights, duties and functions of the Board of Directors as

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set forth in this Declaration until the regular Board of Directors is elected by the apartment owners pursuant to Section 11.4.2.

11.4.2 Board of Directors. The Declarant shall call a special meeting of the Association for the purpose of electing the Board of Directors no later than three years from the date this Declaration is recorded or when the sale of apartments representing not less than 80 percent of the total voting power of all apartments have been closed, whichever shall first occur. Control of the Association shall become vested in the purchasers of the apartments within not more than 120 days after completion of the transfer to purchaser of title to apartments representing eighty percent(80%) of the votes of all apartment owners. At such special meeting, the apartment owners shall elect a Board of Directors consisting of seven persons, who shall serve without compensation. The number of directors may be increased or decreased from time to time in accordance with procedures set forth in the Bylaws, provided that there shall in no event be less than five directors.

11.4.3 Term. The term of office of the directors shall be two years or as otherwise specified from time to time in the Bylaws. Any director may be elected to serve for an additional term or terms.

11.4.4 Removal of Directors – Vacancies. Any director may be removed with or without cause by a majority of the apartment owners at a special meeting of the Association called for such purpose. Vacancies in the Board of Directors may be filled by an election held at a special meeting of the Association called for such purpose, and may also be filled by the remaining directors, in the event the apartment owners do not call such special meeting. Not with standing the foregoing, any temporary directors appointed by the Declarant pursuant to Section 11.4.11 may be removed and replaced solely by the Declarant.

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

11.4.6 Officers. The officers of the Association shall be a President, a Secretary and a Treasurer, who shall be appointed or elected by the Board of Directors. The Board may also from time to time appoint or elect a Vice President, an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The officers shall serve for such a period of time and shall have such duties as may be designated by the Board and may be removed at an time, with or without cause, by the Board.

11.4.7 Employment of Manager. The Board of Directors may to the extent it deems advisable employ a person or firm to manage the condominium as well as such other persons as are necessary in its opinion for the proper operation there of: provided, that the employment of a person or firm to manage the condominium shall be under a written contract for a term not to exceed one year (and may be renewable by agreement of the parties for successive one-year periods) and shall permit the Board to terminate the same at any time without cause and without payment of any termination fee upon 90 days written notice thereof.

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11.4.8 Indemnification. Every director and officer of the Association, and the Declarant and its agents exercising the powers of the Board prior to the designation of the Temporary Board, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of him being or having held such a position, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

11.5 Authority of Association. The Association, acting by and through the Board of Directors, its officers, manager or other duly authorized agents or representatives, shall have the following powers:

11.5.1 To adopt such reasonable rules and regulations as may be permitted by this Declaration or the Act and which the Association may deem necessary or advisable to administer the Association and properly manage and administer the property. The rules and regulations shall be adopted and may be amended from time to time in the same manner as the Bylaws, and shall be deemed part of the Bylaws.

11.5.2 To enforce the provisions of this Declaration, the Bylaws and such rules and regulations as may be adopted by the Association, together with any revisions thereof or amendments thereto.

11.5.3 To incorporate the Association as a not for profit corporation under the laws of the State of Washington, and to terminate the corporate status, as the Board of Directors from time to time in their judgment and discretion deem in the best interests of the apartment owners; and to revise the Bylaws as necessary to reflect the incorporated status of the Association.

11.5.4 To arrange for all utility services serving the common areas and facilities, and the apartments (except utility services separately metered and charged to the individual apartments).

11.5.5 To arrange for and supervise the maintenance, repair and replacement of all common and limited common areas and facilities.

11.5.6 To purchase such furniture, furnishings, supplies, equipment, goods or other personal property which may be necessary or incidental to the maintenance and operation of the common areas and facilities.

11.5.7 To arrange for and supervise any additions or improvements to the property, subject to the following limitations:

(a) If the estimated cost of any separate addition or improvement shall exceed the sum of \$5,000, the approval or a majority of the apartment owners shall be

7911210678

required; and if such expenditure shall exceed \$50,000, the approval of not less than 75percent of the apartment owners shall be required.

(b) No structural changes shall be made to the buildings without the approval of a majority of the apartment owners, and no structural changes shall be made with in an apartment without the approval of the apartment owner thereof.

11.5.8 To determine the amount of assessments to be collected from the apartment owners for the common expenses of the property, to establish reserves, to collect the assessments and enforce the collection thereof, as authorized by or provided in Section 12 of this Declaration, the Act or other laws of the State of Washington.

11.5.9 To pay or provide for the payment of all common expenses out of assessments paid by the apartment owners or by such other means as may be permitted by this Declaration, the Bylaws, the Act or other laws of the State of Washington.

11.5.10 To obtain and maintain the insurance coverage required or authorized by Section 13 of this Declaration and the Act.

11.5.11 To employ a manger, and to employ attorneys, accountants, real estate firms, consultants, specialists , or such other persons, as may be reasonably necessary or convenient to assist the Association and the Board of Directors in the management and administration of the condominium.

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

11.5.13 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 and in accomplishing the purposes of the Association.

Nothing herein shall be construed to authorize the Association or Board of Directors to conduct an active business for profit on behalf of the apartment owners.

SECTION 12 – COMMON EXPENSES AND ASSESSMENTS

12.1 Common Expenses. Common expenses include those expenses defined by the Act of Section 1.22 hereof, and those expenses incurred by the Association in the operation, management and administration of the condominium pursuant to Section 11 hereof or as otherwise required or permitted by the provisions of this Declaration or the Bylaws.

12.2 Annual Budget of Common Expenses. Within 60 days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board (or the Declarant prior to the appointment or election of the Board) incurred during the forthcoming year, and determine the monthly assessments and any special assessments to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of common areas and facilities; and shall take into account any expected income and any

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surplus available from the prior year's operations. The determination and collection of assessments for any initial partial year of operation of the condominium may be made by the Declarant or the Temporary Board at any time within ninety(90) days after the commencement of such partial year. The Board may also from time to time impose such special assessments as may be determined by the Board, subject to the restrictions in this Declaration or the Bylaws. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any apartment owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the apartment owners. The annual budget and proposed assessments determined by the Board may be reviewed and revised by the apartment owners at the annual meeting of the Association or at any special meeting called for such purpose, but if not so reviewed or revised shall be deemed approved.

Assessments on unsold apartments shall commence on the earlier of the date of completion of the condominium (as evidence by the issuance of a certificate of occupancy by the appropriate governmental authority), the actual occupancy of such apartment, or 60 days from the date of closing of the sale of the first apartment in Sammamish Bluffs.

12.3 Payment By Apartment Owners. Each apartment owner shall pay assessments made pursuant to this section to the treasurer of the Association in equal monthly installments on or before the first day of each calendar month during such year, or in such other reasonable manner as the Board shall designate, and any unpaid assessments shall be subject to late charges as established by the Board and shall bear interest at the maximum rate then permitted in the State of Washington from the due date until paid. The Board shall be entitled to waive all or part of such late charges and interest in the exercise of its discretion.

12.4 Purpose. All funds collected hereunder shall be expended for the purposes designated in or permitted by this Declaration, the Bylaws, or the Act.

12.5 Separate Accounts. The Association shall maintain separate accounts for current operations, reserves, and a special separate insurance reserve account for payment of insurance and bond premiums. Each month the Board shall first deposit to the insurance reserve account that portion of the common expense assessments necessary to pay at least one-twelfth of the total cost of all of the insurance and bond coverage then in effect pursuant to Section 13 and such insurance reserve account shall be held in trust for the payment of such insurance and bond premiums. The remainder of the assessments collected may be utilized for payment of other common expenses or deposited or credited to other accounts. All such assessments and any common profits from the common areas and facilities, shall be collected and held in trust for, administered and expended for the benefit of, the apartment owners.

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

12.7 Omission of Assessment. The omission by the Board or the Association before the expiration of any calendar year to fix estimate and assessments hereunder for the forthcoming year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a

7911210678

release of the apartment owner from the obligation to pay the assessment or any installment thereof, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

12.8 Records. The Board shall cause to be kept complete and accurate books and records of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred, together with any additional information which may from time to time be determined by the Board. Such books and records and the vouchers authorizing payments shall be available for examination by the apartment owners, their mortgages, agents or attorneys, at any reasonable time or times. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside of the Association. At least one copy of the annual financial statement and report of the Association prepared by the outside auditor shall be furnished to each apartment owner and any mortgages requesting the same within 60 days following the end of the fiscal year covered thereby or as soon thereafter as the same shall be completed by the auditor.

12.9 Lien Indebtedness. All assessments shall be joint and several personal debts and obligations of the apartment owner or owners for which the same are assessed as of the time the assessment is made and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to any apartment and the apartment owner, plus interest at the maximum rate then permitted in the State of Washington, and costs, including reasonable attorneys' fees, shall be a lien upon such apartment and the apartment owner's undivided interest in the common areas and facilities. The lien for payment of such assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except only (a) tax liens on the apartment in favor of any assessing (governmental) unit and / or special district, and (b) all sums unpaid on all mortgages of record. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

12.10 Certificate of Assessment. A certificate executed and acknowledged by the president or treasurer of the Association or an authorized agent thereof if neither the president nor treasurer is available, stating the indebtedness for assessments or lack thereof secured by the assessment lien upon any apartment and the apartment owner's undivided interest in the common areas and facilities shall be conclusive upon the Board and the apartment owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such a certificate shall be furnished to any apartment owner, or any mortgagee of an apartment within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any mortgages may pay any unpaid common expenses payable with respect to such apartment and upon such payment the mortgagee shall have a lien on the apartment for the amounts paid of the same rank as the lien of his encumbrances.

12.11 Security Deposit. An apartment owner may be required by the Board from time to time to make and maintain a security deposit not in excess of three months estimated monthly assessments, which may be collected as are other assessments. Such deposit shall be held in a separate fund, credited to such apartment owner, and resort may be had thereto at any time when such owner is 10 days or more delinquent in paying his monthly or other assessments.

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

12.13 Prior Mortgages. Where a mortgagee or other purchaser of an apartment obtains possession of the apartment as a result of foreclosure of the mortgage or a transfer in lieu thereof, such possessor, his successors and assigns shall not be liable for the share of the common expenses or assessments chargeable to such apartment which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such possessor, his successors and assigns.

12.14 Rental Apartments. With respect to the leasing, renting, or creation of any kind of tenancy of an apartment by its owner except for a lender in possession of an apartment following a default in a first mortgage, such owner shall be prohibited from leasing or renting less than the entire apartment or for a term of less than 30 days; all leasing or rental agreements shall be in writing and subject to the Declaration and Bylaws; and a default by a tenant in complying with the Declaration and Bylaws; or any rules of the Association, shall constitute a default under the lease or rental agreement. If an apartment is rented by the apartment owner, the Board may collect and the tenant or lessee shall pay over to the Board so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over 30 days. The renter or lessee shall not have the right to question payment to the Board, and such payment will discharge the lessee's or renter's duty of payment to the apartment owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the apartment owner under this Declaration for assessments, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed.

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

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

SECTION 13 – INSURANCE

13.1 Insurance Coverage. The Association shall obtain and maintain at all times the following insurance and bond protection:

13.1.1 Fire insurance, with extended coverage endorsements, in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation but less any other deductions which the Board may find reasonable after consultation with insurance consultants), covering the apartments and common and limited common areas and facilities, with the Board or an insurance trustee designated by the Board named as insured, as trustee for the benefit of the apartment owners and mortgages as their respective interests may appear, or such other fire and casualty insurance as the Board in its discretion, shall determine to give substantially equal or greater protection. The 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 any mortgagee entitled to request the same.

13.1.2 General comprehensive liability insurance insuring the apartment owners, the Association, the Board, the Declarant and such others as may be designated by the Board against liability to the public or to the apartment owners, and their invitees, guests, or tenants, incident to the ownership or use of the apartments and common and limited common areas and facilities (including but not limited to owned and non-owned automobile liability) with coverage limits which may substantially exceed, but shall not be less than \$200,000 (per person) and \$500,000 (per accident or occurrence), for bodily injuries, death, and \$50,000 (per accident) for property damage.

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

13.1.4 Fidelity bonds naming any person or entity handling funds of the Association, including employees of any manager or other agent of the Association, and such other persons as may be designated by the Board, as Principals and the apartment owners as obliges, in an amount equal to at least one-half of the total cash sum collected as assessments for common expenses during the preceding calendar year (except that said amount may be estimated for the first partial and full calendar year in which assessments will be collected); provided that the Declarant and the Temporary Board of Directors need not obtain such bond coverage for the Temporary Board or any other persons acting as agents or on behalf of the Declarant.

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

13.1.6 Insurance coverage, in such amount as the Board may in its discretion determine, to indemnify the directors, officers and agents of the Association pursuant to Section 11.4.8.

13.1.7 Such other insurance as the Board deems advisable.

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All Insurance shall be obtained from an insurance carrier or carriers rated Triple AAA by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington. The Board shall have the insurance coverage reviewed by the insurance consultants of the Association not less often than once every two years with respect to the adequacy of the policy limits and coverage.

13.2 Apartment Owner's Additional Insurance. Each apartment owner may at his own expense obtain additional insurance covering his apartment as contemplated by RCW 64.32.220; however, no apartment owner shall be entitled to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all of the apartment owners, would otherwise realize under any insurance policy which the Board may have in force on the condominium at any particular time. Each apartment owner shall notify the Board of all improvements made by the apartment owner to his apartment, if the value thereof is in excess of \$1,000. Any apartment owner who obtains individual insurance policies covering any portion of the Condominium other than personal property belonging to such apartment owner shall file a copy of such individual policy or policies with the Board within 30 days after purchase of such insurance, and the Board may review its effect with the Association's insurance consultants.

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

13.4 Additional Policy Provisions. To the extent deemed desirable by the Board in its discretion, the insurance policy or policies required under Section 13.1 or 13.2 may:

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

13.4.2 Contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board, the apartment owners or any other persons acting under authority of any of them;

13.4.3 Provide that the policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least 60 days' prior written notice thereof to the Board and every other person in interest who shall have requested such notice of the insurer;

13.4.4 Contain a waiver by the insurer of any right of subrogation to any right of the Board, the Association, the apartment owners, or the lessee or renter of any apartment;

13.4.5 Contain a cross liability endorsement wherein the rights of an insured party under the policy or policies shall not be prejudiced as respects actions against another insured party thereunder,

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or other equivalent coverage in cases of liability of the Association or apartment owners to other apartment owners.

13.4.6 Contain a standard mortgages clause which may:

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

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

(c) Waive any provisions invalidating such mortgage clause by reasons of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

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

SECTION 14 – DAMAGE OR DESTRUCTION – RECONSTRUCTION

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

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

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

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

14.1.4 The amount, if any, that the estimated cost of repair and restoration will exceed the anticipated insurance proceeds, and the amount of any special assessment which will be necessary in such event.

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

14.2 Notice of Damage or Destruction. The Board shall promptly, and in all events within 60 days after the date of damage or destruction, provide each apartment owner, and each mortgagee who has theretofore requested special notice, with a written notice summarizing the initial Board determinations made under Section 14.1. If the Board fails to do so withing the determinations required under Section 14.1 and give the notice required under this Section 14.2

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14.3 Definitions. As used in this Section 14, the words “repair”, “reconstruct,” “rebuild” or “restore” mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each apartment and the common and limited common areas having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made. As used in this Section 14, the term “emergency work” means that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the apartment owners from liability from the condition of the site.

14.4 Restoration.

14.4.1 Unless prior to the commencement of repair and restoration work (other than emergency work) the apartment owners shall have decided not to repair and reconstruct in accordance with the provisions of either subsection 14.5.3 or 14.6.3, the Board shall promptly repair and restore the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds secured as a common expense which shall be specially assessed against all apartments in proportion to their percentages of interest in the common areas and facilities.

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

14.4.3 The Board may authorize an agreement with any reputable financial institution or trust or escrow company to act as an insurance trustee to adjust and settle claims for losses exceeding \$5,000 for any one apartment, the following provisions shall apply:

14.5 Limited Damage – Assessment Under \$5,000. If the amount of the estimated assessment determined under subsection 14.1.4 does not exceed \$5,000 for any one apartment, the following provisions shall apply:

14.5.1 Either the Board or a requisite number of apartment owners, within 15 days after the notice required under Section 14.2 has been given, may, but shall not be required to, call a special meeting of the Association to consider such repair and restoration work.

14.5.2 Except for emergency work, no repair and restoration work shall be commenced until after such 15-day period and until after the conclusion of the special meeting if such meeting is called within the 15 days.

14.5.3 A unanimous decision of the apartment owners will be required to avoid the provisions of subsection 14.4.1 and to determine not to repair and restore the damage and destruction: provided, that the failure of the Board or the apartment owners within the 15-days period to call for the special meeting shall be deemed a unanimous decision to undertake such work.

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14.6 Major Damage – Assessment Over \$ 5,000. If the amount of the estimated assessment determined under subsection 14.1.4 exceeds \$5,000 for any one apartment, the following provisions shall apply:

14.6.1 The Board shall promptly, and in all events withing 60 days after the date of damage or destruction, call a specific meeting of the Association to consider repair and restoration of such damage or destruction. If the Board fails to do so within said 60-day period, then any apartment owner or mortgagee may convene and conduct the meeting required under this subsection 14.6.1.

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

14.6.3 A concurring vote of 75 percent or more of the apartment owners will be required to avoid the provision of subsection 14.4.1 and to determine not to repair and restore the damage and destruction; provided that the failure to obtain such 75 percent vote shall be deemed to be a decision to repair and restore the damage; provided further, that failure of the Board, the apartment owners, or mortgagees to convene the special meeting required under subsection 14.6.1 withing 90 days after the date of damage or destruction shall be deemed a unanimous decision not to undertake such repair and restoration work.

14.7 Decision Not to Restore – Disposition. In the event of a decision under either subsections 14.5.3 or 14.6.3 not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and common expense funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed buildings, and clearing, filling and grading the land), and any remaining funds and the property shall thereafter be held and distributed as follows:

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

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

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

14.7.4 The property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as on fund; such fund shall be divided into separate shares one for each apartment owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property; then, after first paying out of the respective share of each apartment owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the property owned by such apartment owner, the balance remaining in each share shall then be distributed to each apartment owner respectively.

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14.8 Miscellaneous. The provisions of this Section 14 shall constitute the procedure by which a determination is made by the apartment owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the property, each apartment owner and party claiming by, through or under such apartment owner hereby consents and agrees to the provision hereof. In the event that any provisions of this Section 14 shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this Declaration. The purpose of this Section 14 shall be to provide a fair and equitable method of allocating the costs of repair and restoration and making a determination for repair and restoration if all or a portion of the improvements are damaged or destroyed, and the provisions hereof shall be liberally constructed to accomplish such purpose. The dollar amounts specified in this Section 14 may, in the discretion of the Board, be increased proportionately by the increase, if any, in the Consumer Price Index for "All Items" for Seattle, Washington prepared by the United States Department of Labor for the year most recently preceding the year in which the damage occurred over the year 1979 (or if such index is discontinued or substantially modified, by such other index published by the federal government for the purposes of measuring inflation of economic changes as may be selected by the Board), to adjust for any inflation in the value of the dollar. By unanimous vote taken within 90 days after the damage or destruction, the apartment owners may determine to do otherwise than provided in this Section 14.

SECTION 15 – PROCEDURES FOR SUBDIVIDING OR COMBINING

The subdivision and/or combining of any apartment or apartments, common areas and facilities or limited common areas and facilities, is authorized only as follows:

15.1 Submission of Proposed Plan of Subdivision or Combination. Any apartment owner or owners desiring to combine or subdivide any apartment or apartments, or appurtenant common areas and facilities, shall submit to the Board of Directors a written request for approval of the proposed plan of subdivision or combination, which request shall be accompanied by complete plans and specifications and a proposed amendment to the Declaration, Survey Map and Plans, to accomplish the same.

15.2 Approval of Proposed Plan. The Board of Directors shall then notify all other apartment owners of the requested subdivision or combination and, upon written approval of such proposal by 60 percent or more of the apartment owners, and upon approval of 75 percent of the holders of a first mortgage on the apartments (based upon one vote for each first mortgage owned), and upon the unanimous approval of the holder of a first mortgage on the apartment or apartments to be combined or subdivided, the apartment owner or owners submitting the proposed plan of subdivision or combination may proceed to accomplish the same according to such plans and specifications; provided, that the Board of Directors may in its discretion (but it shall not be required to) require that the Board administer the work or that other reasonable conditions for the protection of other apartments or common areas facilities be included in any contracts for the work.

15.3 Undivided Interest in Common Areas and Facilities. Any plan of combination or subdivision shall provide that the space combined or subdivided shall have, after such combination or subdivision, the same percentage of total value and total undivided interest in the common areas and facilities that the space involved had prior to such combination or subdivision.

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15.4 Amendment of Declaration, Survey Maps and Plans. The changes in the Survey Maps, if any, and the changes in the Plans and Declaration, shall be placed of record as amendments to the Declaration, Survey Maps and Plans in accordance with the provisions of Section 21.

SECTION 16 – MORTGAGE PROTECTION

16.1 Mortgages of Apartments. The liens for assessments on any apartment authorized by the Act, this Declaration or the Bylaws shall be subject and subordinate to the rights of any mortgages holding an indebtedness secured by a mortgage if properly recorded prior to the date that the assessment lien shall become effective. Each holder of a first mortgage lien on an apartment who comes into possession of the apartment by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale, shall take the apartment free of any claims for unpaid assessments and charges resulting from a pro-rata real-location of such unpaid assessments or charges to all apartments of the condominium including the mortgaged apartment. Such unpaid assessments and charges shall be deemed to be common expenses collectible from all of the apartment owners including such holder or purchaser, their successors and assigns.

16.2 Additional Rights and Privileges of First Mortgages. The provisions of this Section 16 shall be controlling notwithstanding any other provisions of this Declaration. The institutional holder of a first mortgage (a “first mortgagee”) on an apartment shall be entitled to the rights and privileges set forth in Section 16.2 through 16.8 hereof:

16.2.1 In the event an apartment shall have pledged his vote to a first mortgagee, to cast the vote pursuant to the authority given under the terms of the pledge involved.

16.2.2 To receive written notice at the address designed by the first mortgagee of:

(a) all annual special meetings of the Association and be permitted to designate a representative to attend such meetings;

(b) any default by the apartment owner in the performance of any obligations under this Declaration, the Bylaws or the Act which is not cured within 30 days; and

(c) all other matters to which the apartment owner is entitled to written notice under the terms of this Declaration, the Bylaws, the Act, or other applicable laws, ordinances or administrative rules and regulations.

The notices required under subparagraphs (a) and (c) shall be given to the first mortgagee on or before the time or times that comparable notices are to be given to the apartment owner. The failure of the Association, or its officers, directors or agents, to furnish the foregoing notices shall not result in any liability to the first mortgagee unless such failure is intentional or due to gross negligence.

16.2.3 To examine the books and records of the Association, and to be given a copy of the annual financial statement and report of the Association, as provided in Section 12.8.

16.2.4 To be given the endorsements of insurance policies and the notices, and to exercise all other rights and privileges with respect to insurance matters, which are specified in Section 13 for the benefit of mortgagees.

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16.3 Amendments of Declaration and Bylaws. No amendment of this section or of any other provision in this Declaration or of the Bylaws, including, but not limited to, a change in the percentage interests of the apartment owners as set forth in Appendix G, shall affect the rights of a first mortgagee or the holder of any mortgage recorded prior to the recordation of such amendment, unless the first mortgagee or holder shall have consented to such amendment in writing.

16.4 Termination or Abandonment. Except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain, the condominium shall not be terminated or abandoned as condominium property pursuant to the terms of this Declaration, as it may be amended from time to time, unless the prior written consent of 75 percent of all first mortgages of the apartments is obtained.

16.5 Termination of Professional Management. The Association shall not terminate professional management of the condominium and assume self-management of the condominium without the prior written consent of 75 percent of all the first mortgagees of the apartments.

16.6 Partition or Subdivision. No apartment in the condominium may be partitioned or subdivided without the prior written consent of the first mortgagee of such apartment.

16.7 Notices of Damage or Destruction. If any apartment or any portion is substantially damaged or destroyed or if any portion of the common areas and facilities are damaged or substantially destroyed, the first mortgagee of each apartment shall be entitled to receive timely written notice of any such damage or destruction. No provision of this Declaration, the Articles of Incorporation or Bylaws of the Association shall be construed to entitle any apartment owner or other party to priority over such first mortgagees with respect to the distribution of the proceeds of insurance with respect to such damage or destruction.

16.8 Condemnation. If any apartment or any portion thereof or if the common areas and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the first mortgagee with an interest in such affected portion of the condominium shall be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the condominium shall entitle the affected apartment owner or any other party to priority over such first mortgagee with respect to the distribution of the proceeds of any award or settlement.

SECTION 17 – WAIVER

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

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SECTION 18 – ENTRY FOR REPAIRS

The Association shall have the right to have access to each apartment from time to time during reasonable hours as may be necessary for maintenance, repair, or replacement of any of the common areas and facilities therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another apartment or apartments.

SECTION 19 – EASEMENTS

19.1 In General. In addition to rights reserved or provided under the Act, each apartment has an easement in and through each other apartment and the common areas and facilities for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this condominium plan. Without limiting the generality of the foregoing, each apartment and all common areas and facilities are specifically subject to an easement for the benefit of each of the other apartments in the building for all flues or chimneys, electrical wiring, plumbing, the master television antenna cable system, and for the location and maintenance of all the original equipment and utilities as constructed or installed in each apartment.

19.2 Association Functions. There is hereby reserved to the Association (and to the Declarant prior to the election of the Board of Directors pursuant to Section 11.4.2), such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, the Bylaws, and the Act.

19.3 Encroachments. Each apartment and all common areas and facilities are hereby declared to have easements over all adjoining apartments and common areas and facilities for the purpose of accommodating and maintaining any encroachment due to engineering errors, errors in original construction, settlement or shifting of any buildings, or any other similar cause, and any encroachment due to building overhang or projection; provided, that in no event shall a valid easement for encroachment be created in favor of an apartment owner if such encroachment occurred due to the willful act or acts with full knowledge of such apartment owner. In the event an apartment or common area or facility is partially or totally destroyed, and subsequently repaired or rebuilt, minor encroachments over adjoining apartments and common areas and facilities shall be permitted, and there shall be valid easements for the maintenance of such encroachments so long as they shall exist. Such encroachments, if any, and resulting easements, shall not be construed to be encumbrances affecting the marketability of title to any apartment.

SECTION 20 – COVENANTS RUNNING WITH THE LAND

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

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SECTION 21 – AMENDMENT OF DECLARATION, SURVEY MAPS AND PLANS

This Declaration and the Survey Map and Plans may be amended as follows:

21.1 Amendments by Apartment Owners. The Declaration and the Survey Map and Plans may be amended at any annual meeting of the Association, or at a special meeting called for such purpose, if 75 percent or more of the apartment owners vote for such amendment, or without such a meeting if all apartment owners are notified in writing and 75 percent or more approve the amendment in writing; provided, that any amendment changing the valuation of the apartments and percentages of undivided interest thereof in the common areas and facilities shall require the unanimous consent of such apartment owners and their mortgagees. Notice of any proposed amendment shall be given to all apartment owners not less than 10 days prior to the date of the annual meeting or of any special meeting at which the proposed amendment will be considered, and any proposed amendment must be approved prior to its adoption by a majority of the Board of Directors of the Association. The Declaration and Survey Map and Plans shall not be amended without the prior written consent of the Declarant until the Board of Directors has been elected pursuant to Section 11.4.2 hereof. Copies of any proposed amendment to the Declaration or to the Survey Map and Plans shall be furnished to or made available at the condominium for the examination of each apartment owner from and after the time the notice thereof is given to the apartment owners.

21.2 Amendments by Declarant. In addition to the foregoing, the Declarant may amend this Declaration and the Survey Map and Plans, without the consent or approval of the Board of Directors or the apartment owners, as follows:

21.2.1 To record any change in the name or address of the person authorized to receive service of process under Section 10.

21.2.2 To correct or revise the boundaries or descriptions of the buildings, apartments and common areas and facilities to reflect their locations as built; and to show, correct, or revise the assignment of parking spaces and storage areas to the apartments.

21.2.3 To make such reasonable changes as may from time to time be required by a mortgagee; provided, that any such changes shall not affect the values or percentages of interest stated in Appendix G nor materially adversely affect the rights of the apartment owners or other mortgagees.

21.3 Effective Date of Amendments. Amendments to this Declaration and to the Survey Map and Plans made pursuant to Section 21.2 shall be effective when recorded with the Snohomish County Recorder; all other amendments shall be effective upon the date the same are duly approved by the requisite percentage of without knowledge thereof until recorded with the Snohomish County Recorder. Amendments to the Survey Map and plans shall be accompanied by an amendment to this Declaration which refers to and describes the amendment to the Survey Map and Plans. Amendments to this Declaration and to the Survey Map and Plans shall be made in an instrument in writing which sets forth the entire amendment and which shall bear the signature of the President of the Association, shall be attested by the secretary thereof, and shall be acknowledged by them as officers of the Association; provided, that amendments made by the Declarant pursuant to Section 21.2 may be signed and attested by authorized representatives of the Declarant.

SECTION 22 – NOTICES

Any notice permitted or required to be delivered under the provisions of this Declaration, the Bylaws or the Act may be delivered either personally or by mail. If delivery is by mail, any such notice shall be deemed to have been delivered twenty-four hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such person to the Association. Notice to an apartment owner or owners shall be sufficient if delivered or addressed to the apartment if no other mailing address has been giving to the Association. Notices to be given to the Association may be given to the person named in Section 10 hereof until the Board of Directors has been elected pursuant to Section 11.4.2, and thereafter shall be given to the President or secretary of the Association.

SECTION 23 – ENFORCEMENT – REMEDIES

Each apartment owner shall comply strictly with the provisions of this Declaration and the Bylaws, as amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board of Directors or officers of the Association on behalf of the apartment owners, or in a proper case, by an aggrieved apartment owner. Failure to comply shall also entitle the Association to collect reasonable attorneys' fees incurred by reason of such failure, irrespective of whether any suit or other judicial proceeding is commenced, and if suit is brought because of such failure, all costs of suit may be recovered in addition to reasonable attorneys' fees. No right or remedy provided or reserved by this Declaration is exclusive of any other right or remedy, and in addition to the foregoing, the Association shall have such rights and remedies as may be provided in this Declaration, the Bylaws, the Act or otherwise existing at law, in equity or by statute.

SECTION 24 – SEVERABILITY

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

SECTION 25 – INTERPRETATION

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

SECTION 26 – EFFECTIVE DATE

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

SECTION 27 – SURVEY MAPS AND PLANS

The Survey Map and Plans referred to herein were filed with the Recorder of King County, Washington, simultaneously with the recording of this Declaration under King County Recorder's No. 7911210677, in Volume 39 of Condo's _____, pages 18-25.

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SECTION 28 – MORTGAGEE’S ACCEPTANCE

This Declaration shall not initially be binding upon any holder of a mortgage of record at the time of recording of the Declaration, but rather shall be subject and subordinate to such mortgage or mortgages. Declarant shall not consummate the conveyance of title to any apartment until any such mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of apartments with their appurtenant limited common areas and percentages of interest in common areas, from the lien of such mortgage. The issuance and recording of the first such partial release by such mortgagee shall constitute its acceptance of the provisions of this Declaration, and the condominium status of the apartments remaining subject to its mortgage, as well as its acknowledgment that such appropriate arrangements for partial release of apartments have been made; provided, that, except as to apartments so released, such mortgage shall remain in full effect as to entire property.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

BOSA BROS. CONSTRUCTION LTD.

By _____
President

By _____
Secretary

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 14th day of November, 1979, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HATALE BOSA and ARTURO BOSA, to

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me known to be the President and Secretary, respectively, of BOSA BROS, CONSTRUCTION LTD., the corporation named in and which executed the foregoing instrument; and they acknowledged to me that they signed the same as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, being authorized so to do, and that the corporate seal affixed thereto is the seal of said corporation.

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

Notary public in and for the State of
Washington, residing at _____

APPENDIX A

LEGAL DESCRIPTION OF PROPERTY

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That portion of the southeast quarter of the southwest quarter and the southwest quarter of the south of Section 18, Township 24 North, Range 6 East, W.M, in King County, Washington, lying northerly of Interstate Highway 90 and southerly of West Lake Sammamish Parkway, described as follow:

Commencing at the south quarter corner of said Section 18, thence north 1°03'03" east 466.65 feet to a point on the northerly margin of said Interstate 90; being the point of beginnings; thence along said northerly margin south 49°45'10" east 325.97 (322.97 Deed) feet to a point on a curve to the left having a radius of 5630.00 feet, the center of which bears north 40°14'50" east; thence continuing along said curve an arc length of 445.18 feet through a central angle of 4°31'30" to a point on the south line of said southwest quarter, southeast quarter; thence along said south line south 88°8'42" east 179.25 feet to a point on the southerly margin north 37°44'19" west 1111.38 feet to a point on a curve to the left having a radius of 925.37 feet the center of which bears south 52°15'41" west; thence along said curve an arc length of 472.14 feet through a central angle of 29°14'00"; thence north 66°58'19" west 68.18 feet; thence south 2°33'59" west 403.41 feet to a point on said northerly margin Interstate 90; thence along said northerly margin south 49°45'10" east 461.27 feet to the point of beginning, containing 408.168.74 square feet.

APPENDIX B

LEGAL DESCRIPTION OF PHASE I

Those portions of the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 18, Township 24 North, Range 6 East, W.M., in Kind County, Washington, lying northerly of Primary State Highway No. 2 (Interstate 90) and southerly of Secondary State Highway No. 2D (Westlake Sammamish Parkway) more particularly described as follows:

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Commencing at the south quarter corner of said Section 18, thence north 1°03'03" east 466.65 feet to a point on the northerly margin of said Interstate 90, being the true point of beginning; thence along said northerly margin north 49°45'10" west 110.27 feet; thence north 63°58'59" east 176.44 feet; thence south 37°44'19" east 126.26 feet; thence north 40°14'50" east 105.00 feet to a point on the southerly margin of said Westlake Sammamish Parkway; thence along said southerly margin south 37°33'19" east 580.38 feet to a point on the south line of said southeast quarter; thence along said south line north 88°18'42" west 179.25 feet; to a point on the northerly margin of said Interstate 90, also being a point on a curve to the right having a radius of 5630.00 feet, the center of which bears north 35°43'00" east; thence continuing along said curve an arc length of 445.18 feet through a central angle of 4°31'50"; thence north 49°45'10" west 325.97 feet (322.97 Deed) to the point of beginning; and also commencing at the south quarter corner of said Section 18, thence north 1°03'03" east 466.65 feet to a point on the northerly margin of said Interstate 90, thence along said northerly margin north 49°43'10" west 378.27 feet; thence north 40°14'30" east 155.26 feet to the true point of beginning; thence south 49°14'30" east 158.47 feet; thence north 52°15'41" east 210.00 feet to a point on the southerly margin of said Westlake Sammamish Parkway, also being a point on a curve to the left having a radius of 925.37 feet, the center of which bears south 52°15'41" west; thence continuing along said curve an arc length of 203.60 feet through a central angle of 12°36'23"; thence south 40°14'50" west 225.62 feet to the true point of beginning.

SUBJECT TO AND TOGETHER WITH the Declaration of Covenants, Conditions and Restrictions recorded contemporaneously herewith.

APPENDIX C

LEGAL DESCRIPTION OF PHASE II

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF PRIMARY STATE HIGHWAY NO. 2 (INTERSTATE

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90) AND SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 2D (WEST LAKE SAMMIMISH PARKWAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 1°03'03" EAST 466.65 FEET TO A POINT ON THE NORTHERLY MARGIN OF INTERSTATE 90; THENCE ALONG SAID NORTHERLY MARGIN NORTH 49°45'10" WEST 110.27 FEET; THENCE NORTH 63°58'59" EAST 176.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 37°44'19" EAST 215.00 FEET; THENCE SOUTH 12°45'00" EAST 120.41 FEET; THENCE NORTH 77°15'00" EAST 126.26 FEET; THENCE NORTH 40°14'50" EAST 105.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF WESTLAKE SAMMAMISH PARKWAY; THENCE ALONG SAID SOUTHERLY MARGIN NORTH 37°44'19" WEST 391.00 FEET; THENCE SOUTH 40°14'50" WEST 170.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONTEMPORANEOUSLY HEREWITH; AND

TOGETHER WITH Phase I, the legal description of which is set forth on Appendix B and TOGETHER WITH such other phases (as described in Appendix D and E) as shall have been submitted previously to this Declaration as a part of Sammamish Bluffs.

APPENDIX D

LEGAL DESCRIPTION OF PHASE III

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THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF PRIMARY STATE HIGHWAY NO 2 (INTERSTATE 90) AND SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 2 D (WEST LAKE SAMMAMISH PARKWAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE N 1°03'13" E 466.65 FEET TO A POINT ON THE NORTHERLY MARGIN OF INTERSTATE 90, THENCE ALONG SAID NORTHERLY MARGIN N 49°45'10" W 110.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY MARGIN N 49°45'10" w 268.00 FEET; THENCE N 40°14'50" e 155.26 FEET; THENCE S 49°45'10" E 158.47 FEET; THENCE N 52°15'41" E 210.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID WESTLAKE SAMMAMISH PARKWAY; THENCE ALONG SAID SOUTHRLY MARGIN S 37°44'19" e 140.00 FEET: THENCE S 40°14'50" W 170.00 FEET; THENCE S 63°58'59" w 176.44 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONTEMPORANEOUSLY HEREWITH; AND

TOGETHER WITH Phase I, the legal description of which is set forth on Appendix B and TOGETHER WITH such other phases (as described in Appendix C and E) as shall have been submitted previously to this Declaration as a part of Sammamish Bluffs.

APPENDIX E

LEGAL DESCRIPTION OF PHASE IV

7911210678

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF PRIMARY STATE HIGHWAY NO. 2 (INTERSTATE 90) AND SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 2D (WEST LAKE SAMMAMISH PARKWAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE N 1°03'03" E 466.65 FEET TO A POINT ON THE NORTHERLY MARGIN OF INTERSTATE 90, THENCE ALONG SAID NORTHERLY MARGIN N 49°45'10" W 378.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 40°14'50" E 380.88 FEET TO A POINT ON THE SOUTHERLY MARGIN OF WEST LAKE SAMMAMISH PARKWAY, SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 925.37 FEET THE CENTER OF WHICH BEARSS 52°15'41" W; THENCE ALONG SAID CURBE AN ARE LENGTH OF 268.54 FEET THROUGH A CENTRAL ANGLE OF 16°37'37"; THENCE N 66°58'19" W 68.18 FEET; THENCE S 2°33'59" W 403. 41 FEET TO A POINT ON THE NORTHERLY MARGIN OF INTERSTATE 90; THENCE ALONG SAID NORTHERLY MARGIN S 49°45'10" E 83.00 FEET TO THE POINT OF BEGINNING

SUBJECT TO AND TOGETHER WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONTEMPORANEOUSLY HEREWITH; AND

TOGETHER WITH Phase I, the legal description of which is set forth on Appendix B and TOGETHER WITH such other phases (as described in Appendix C and D) as shall have been submitted previously to the Declaration as a part of Sammamish Bluffs.

APPENDIX F

DESCRIPTION OF APARTMENTS

7911210678

Building Letter & Apartment Number	Floor Location	Apartment Type
A-101	Lower Level	1A
A-102	Lower Level	1A
A-103	Lower Level	1A
A-104	Lower Level	1A
A-105	Lower Level	1A
A-106	Lower Level	1A
A-107	Lower Level	1A
A-108	Lower Level	1A
A-109	Lower Level	1A
A-110	Lower Level	1A
A-111	Lower Level	1A
A-112	Lower Level	1A
A-201	First	1A
A-202	First	1A
A-203	First	1A
A-204	First	1A
A-205	First	1A
A-206	First	1A
A-207	First	1A
A-208	First	1A
A-209	First	1A
A-210	First	1A
A-211	First	1A
A-212	First	1A
A-301	Second	1A
A-302	Second	1A
A-303	Second	1A
A-304	Second	1A
A-305	Second	1A
A-306	Second	1A
A-307	Second	1A
A-308	Second	1A
A-309	Second	1A
A-310	Second	1A
A-311	Second	1A
A-312	Second	1A

Building Letter &
Apartment
Number

Floor Location

Apartment
Type

7911210678

B-101	Lower Level	2A
B-102	Lower Level	2A
B-103	Lower Level	2A
B-104	Lower Level	2A
B-105	Lower Level	2A
B-106	Lower Level	2A
B-201	First	2A
B-202	First	2A
B-203	First	2A
B-204	First	2A
B-205	First	2A
B-206	First	2A
B-301	Second	2A
B-302	Second	2A
B-303	Second	2A
B-304	Second	2A
B-305	Second	2A
B-306	Second	2A
PHASE II:		
C-101	Lower Level	3A
C-102	Lower Level	2A
C-103	Lower Level	2A
C-104	Lower Level	2A
C-105	Lower Level	2A
C-106	Lower Level	3A
C-201	First	3A
C-202	First	2A
C-203	First	2A
C-204	First	2A
C-205	First	2A
C-206	First	3A
C-301	Second	3A
C-302	Second	2A
C-303	Second	2A
C-304	Second	2A
C-305	Second	2A
C-306	Second	3A
D-101	Lower Level	3A
D-102	Lower Level	2A
D-103	Lower Level	2A
D-104	Lower Level	2A

7911210678

D-105

Lower Level

2A

D-106

Lower Level

3A

7911210678

There are four different types of apartment in Sammamish Bluffs, as specified in the Survey Map and Plans:

Type 1A - contains 5 rooms, including one bedroom, one bathroom, a living room, dining room and kitchen and, additionally, contains 5 closets; Type 1A has approximately 753.67 square feet.

Type 2A - contains 7 rooms, including 2 bedroom 2 bathrooms, a living room, dining room and kitchen and, additionally, contains 5 closets; Type 2A has approximately 912.71 square feet.

Type 2B - contains 7 rooms, including 2 bedrooms, 1 bathroom, a living room, dining room, and kitchen and, additionally contains 5 closets and a storage room; Type 2B has approximately 912.71 feet.

Type 3A - contains 8 rooms, including 3 bedrooms, 2 bathrooms, a living room, dining room and kitchen, and additionally, contains 6 closets; type 3A has approximately 1134.36 square feet.

7911210678

TO

DECLARATION OF CONDOMINIUM

FOR

SAMMAMISH BLUFFS – PHASE I

This is the first amendment (this “Amendment”) to that certain Declaration of Condominium recorded November 21, 1979, under King County Auditor’s File No. 7911210678 and those certain Survey Map and Plans filed on November 21,1979 in Volume 39 of Condominiums, pages 18-25 inclusive (King County Auditor’s File no. 7911210677)

The sole purpose of this Amendment is to comply with requirements set forth in RCW 64.32.100, that there shall be recorded prior to the first conveyance of any apartment an amendment to the Declaration to verify that the plans fully and accurately depict the apartments built. The set of plans showing the apartments as built for Phase I is being filed with the Kind County Auditor concurrently with this Amendment in Volume 40 of Condominiums, pages 81-88 inclusive (Auditor’s File No. 8001220417).

BOSA BROS. CONSTRUCTION LTD.

BY _____

PRESIDENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 21st day of January, 1980, before me personally appeared Natale Bosa, to me known to be the President of BOSA BROS. CONSTRUCTION LTD., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

SECOND AMENDMENT

7911210678

TO

DECLARATION OF CONDOMINIUM

FOR

SAMMAMISH BLUFFS – PHASE II

This is the second amendment (the "Amendment") to that certain Declaration of Condominium recorded November 21, 1979, under King County Auditor's File No. 7911210678 and those certain Survey Map and Plans filed on November 21,1979 in Volume 39 of Condominiums, pages 18-25 inclusive (King County Auditor's File No. 7911210677).

The sole purpose of this Amendment is to comply with requirements set forth in RCW 64.32.100 that there shall be recorded prior to the first conveyance of any apartment an amendment to the Declaration to verify that the plans fully and accurately depict the apartments built. The set of plans showing the apartments as built for Phase II is being filed with the King County Auditor concurrently with this Amendment in Volume 41 of Condominiums, pages 40-47 inclusive (Auditor's File No. 8002130372).

BOSA BROS. CONSTRUCTION LTD.

By _____

STATE OF WASHINGTON)

) ss

County of King)

On this 8th day of _____, 1980, before me personally appeared NATALE BOSA, to me known to be the President of BOSA BROS. CONSTRUCTION LTD., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

7911210678

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
SAMMAMISH BLUFFS – PHASE III AND IV

This is the third amendment (the “Amendment”) to that certain Declaration of Condominium recorded November 21, 1979, under the King County Auditor’s File No. 7911210678 and those certain Survey Map and Plans filed on November 21, 1979 in Volume 39 of Condominiums, pages 18-25 inclusive (King County Auditor’s File No. 7911210677).

The sole purpose of this Amendment is to comply with requirements set forth in RCW 64.32.100 that there shall be recorded prior to the first conveyance of any apartment an amendment to the Declaration to verify that the plans fully and accurately depict the apartments built. The set of plans showing the apartments as built for Phase III and Phase IV is being filed with the King County Auditor concurrently with this Amendment in Volume 42 (Phase IV) of Condominiums, pages 1-09 inclusive (Auditor’s File No. 8002270400)

BOSA BROS. CONSTRUCTION LTD.

BY _____

STATE OF WASHINGTON)
) ss
County of King)

On this ____ day of _____, 1980, before me personally appeared _____, to me known to be the _____ of BOSA BROS. CONSTRUCTION LTD., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written

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

7911210678

MODIFICATION OF THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
SAMMAMISH BLUFFS

- A. This is a modification of the Third Amendment ("Third Amendment") to the Declaration of Condominium for Sammamish Bluffs Condominium (the "Condominium") recorded by Bosa Bros. Construction Ltd. ("Declarant") on November 21, 1979, under King County Auditor's File No. 7911210678 and those certain Survey Map and Plans filed November 21, 1979 in Volume 39 of Condominiums, pages 18-25 inclusive (King County Auditor's File No. 7911210677).
- B. The Third Amendment was recorded by Declarant on February 27, 1980 under King County Auditor's File No. 8002270399 and a set of plans was filed concurrently with the King County Auditor in Volume 41 of Condominiums, pages 95-103 inclusive, under Auditor's File No. 8002270398, for the purpose of verifying the apartment as built for Phase III of the Condominium.
- C. On the same date, the Third Amendment was recorded a second time under King County Auditor's File No. 8002270401 and a set of plans filed in Volume 42 of Condominiums, pages 1-09 inclusive, under Auditor's File No. 8002270400, to reflect the apartments as built for Phase IV of the Condominium. This recording and filing with respect to Phase IV only was incorrect in that Declarant did not intend to incorporate Phase IV into the Condominium until a date sometime in the future.

7911210678

The recording of the Third Amendment and the filing of the set of plans with respect to phase IV only is hereby declared to be null and void and of no force or effect. Declarant will incorporate Phase IV into the Condominium at a future date.

DATED: March 19, 1980

DECLARANT:

BOSA BROS. CONSTRUCTION LTD.

Vice President

STATE OF WASHINGTON)
)
County of KING) ss.

On this 19th day of march, 1980, before me personally appeared Arturo Bosa, to me known to be the Vie President of BOSA BROS. CONSTRUCTION LTD., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

7911210678

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
SAMMAMISH BLUFFS – PHASE IV

This is the fourth amendment (the “Amendment”) to that certain Declaration of Condominium For Sammamish Bluffs recorded November 21, 1979, under King County Auditor’s File No. 7911210678 (the “Declaration”) and those certain Survey Map and Plans filed on November 21, 1979 in Volume 39 of Condominium, pages 18-25 inclusive (King County Auditor’s File No 7911210677).

The sole purpose of this Amendment is to add Phase IV to Sammamish Bluffs Condominium in accordance with Section 2.8 of the Declaration and to comply with the requirements set forth in RCW 64.32.100 that there shall be recorded prior to the first conveyance of any apartment an amendment to the Declaration to verify that the plans fully and accurately depict the apartments built. The set of plans showing the apartments as built for Phase IV has been filed with the King County Auditor in Volume 42 (Phase IV) of Condominiums, pages 1-09 inclusive (Auditor’s File No. 8002270400).
BOSA BROS. CONSTRUCTION LTD.

BY _____
Natale Bosa, President

STATE OF WASHINGTON)
) SS
County of King)

On this 8th day of July 1980, before me personally appeared Natale Bosa, to me known to be the President of BOSA BROS CONSTRUCTION LTD., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto to set my hand and affixed my official seal the day and year first above written.

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

7911210678

Return Address:

Law Office of Kris J. Sundberg
P.O. Box 1577
Mercer Island, WA 98040

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

- 1.FIFTH AMENDMENT TO DECLARATION FOR SAMMAMISH BLUFFS CONDOMINIUM.
- 2.
- 3.
- 4.

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

- 1.SAMMAMISH BLUFFS CONDOMINIUM ASSOCIATION
- 2.
- 3.
- 4.
5. Additional names on page_____ of document.

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

1. SAMMAMISH BLUFFS CONDOMINIUM ASSOCIATION
- 2.
- 3.
- 4.
5. Additional names on page ____ of document.

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

SAMMAMISH BLUFFS, A CONDOMINIUM, DECLARATION RECORDED ON NOVEMBER 12, 1979 UNDER KING COUNTY RECORDER'S NUMBER 7911210678, RECORDS OF KING COUNTY, WASHINGTON AND THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SAMMANISH BLUFFS CONDOMINIUM RECORDED ON NOVEMBER 12, 1979 UNDER KING COUNTY RECORDER'S NUMBER 7911210679, RECORDS OF KING COUNTY, WASHINGTON, AS AMENDED BY FILINGS RECORDED UNDER THE FOLLOWING RECORDING NUMBERS: 8001220418, 8002130373, 8002270399, 80022270401, 8003200730 AND 8007140148 AND THAT CERTAIN SURVEY MAP AND PLANS RECORDED UNDER KING COUNTY RECORDERS'S NUMBER 7911210677 AND IN VOLUME 39 OF CONDOMINIUMS, PAGES 18 THROUGH 25 INCLUSIVE, IN KING COUNTY, WASHINGTON.

Additional legal description is on page__ of document.

Assessor's Master Property Tax Parcel or Account Number: 752497-

7911210678

Reference Number(s) of Documents assigned or released:

[] Additional reference on page ____ of document.

FIFTH AMENDMENT TO DECLARATION
FOR
SAMMAMISH BLUFFS CONDOMINIUM

Whereas a certain DECLARATION OF CONDOMINIUM FOR SAMMAMISH BLUFFS, (the "Declaration"), was recorded on November 12, 1979 under King County Recorder's number 7911210678, records of King County, Washington, and that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SAMMAMISH BLUFFS CONDOMINIUM was recorded on November 12, 1979 under King County Recorder's number 7911210679, records of King County, Washington, as amended by filings recorded under the following recording numbers: 8001220418, 8002130373, 8002270399, 8002270401, 8003200730 and 8007140148 and that certain Survey Map and Plans recorded under King County Recorder's number 7911210677 and in Volume 39 of Condominiums, page 18 through 25 and whereas under the provisions of Section 21 of the Declaration it may be amended, and

Whereas the procedures for such amendment have been followed.

Now, therefore, the undersigned to hereby certify that, after the prior approval of a majority of the Board of Directors of the Association, this amendment was approved by the vote or written approval of at least 75 percent or more of the apartment owners to hereby declare and adopt the following amendments to the Declaration:

Add the following new subsection to SECTION 13 – INSURANCE:

13.5 Liability for Uninsured Amounts. Notwithstanding anything herein to the contrary, and except to the extent that a lack of insurance results from the negligence or breach of a duty to insure of the Board:

(1) Liability for the amount of damage withing the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual apartment owner where the damage results from a negligent or intentional action or omission by an owner, or that owner's tenant, or the family, servants, employees, agents, visitors or licensees of that owner or tenant, or from the failure of, or failure to maintain, any portion of the Condominium, including any appliance, equipment, or fixture in an apartment, which that owner is responsible to maintain in good working order and condition.

(2) Except as provided in subparagraph (1) above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual

apartment owner where the damage involved is limited solely to damage to the owner's apartment or the limited common areas assigned to that owner's apartment.

(3) Except as provided in paragraphs (1) and (2) above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be equitably prorated in the exercise of the Board's sole discretion between the Association and any involved owners in proportion to the relative amounts of damage to the common areas and to each of the affected apartments, including the limited common areas assigned to such apartment or apartments, where the damage involves both the common areas and/or one or more apartments or the limited common areas assigned to an apartment or apartments.

Dated this _____ day of _____,

President, Sammamish Bluffs Condominium Association

ATTEST: The above amendment was properly adopted.

By: _____
Secretary

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have Satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Sammamish Bluffs Condominium Association and voluntary act of such and purposes mentioned in the

I certify that I know or have Satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Secretary of Sammamish bluffs Condominium Association and voluntary act of such and purposes mentioned in the

Dated: _____

Dated: _____

(Signature)

(Signature)

(Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at _____

(Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at _____

7911210678

My commission expires : _____

My commission expires : _____